

ELECTRIC VEHICLE CHARGING STATION HOST SITE AGREEMENT

This Agreement ("Agreement"), effective as of this **18th** day of **July**, 2017 (the "Effective Date"), is entered into by and between Energetics Incorporated ("Energetics"), a Maryland corporation, having an office and place of business at 7067 Columbia Gateway Drive, Suite 200, Columbia, Maryland 21046 and **The Town of Caroline** ("Site Owner"), owning the property at **2670 Slaterville Road, Slaterville Springs, NY 14881** ("Host Site"). Collectively, Energetics and the Site Owner are each a "Party" to this Agreement or collectively the "Parties."

WHEREAS, Site Owner desires to have an electric vehicle charging station installed at the Host Site as part of Energetics' Animating the Electric Vehicle Market in New York State Project ("Project") funded in part by New York State Energy Research and Development Authority ("NYSERDA") Agreement Number 87421.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1. Term.** The term of this Agreement begins on the Effective Date and ends on June 30, 2020.
- 2. Equipment.** One dual port (2 charging outlets) ChargePoint CT4000 Level 2 Commercial Charging Station ("Station") will be provided to the Site Owner for installation at the Host Site under this Project. Product specifications are provided in Attachment A. The Project will choose the method and cover the cost for standard delivery of the Station to the Host Site. If Site Owner desires expedited delivery, Site Owner will be responsible for the payment of all delivery charges.
- 3. Warranty.** The Station comes with a Limited Product Warranty as shown in Attachment B and one year of ChargePoint Assure as described in Attachment C. Energetics will pay up to \$500 towards the repair of Station for the first product malfunction occurring outside of the Limited Product Warranty that was not caused by neglect on behalf of the Site Host. If Site Owner desires to purchase additional years of ChargePoint Assure from the manufacturer, Site Owner will be responsible for those costs.
- 4. Installation.** Energetics has subcontracted with Plug-in Stations Online ("Installer") to supply and install the electric vehicle charging station at the Host Site. Final electrical connection of the Station to power may only be performed by this Installer. Other installation work prior to the final electrical connection of the Station to power can be performed by Installer or the Site Owner in collaboration with the Installer. The Station is not to be removed from its packaging by any person other than the Installer. Some Station protection (bollards, tire stop, curb, or an elevated wall-mount) is required and signage is strongly encouraged. Responsibilities and Costs are as stated in Section 20.
- 5. Access to Host Site and Station.** The Site Owner shall provide adequate access of the Host Site and Station to Energetics and the Installer. Such access must be consistent with the purpose of the Project. Energetics or the Installer will attempt to give the Site Owner a minimum of 48 hours notice prior to completing any visit to the Host Site; however, factors outside of Energetics' or the Installer's control may not always permit this.
- 6. Network Access.** Site Owner will receive, for use with the Station provided by this Project, a ChargePoint network subscription that will expire at the conclusion of this Agreement. The Site Owner must keep the Station connected to the ChargePoint Network. ChargePoint offers various other services, such as billing services. ChargePoint assesses transaction fees when collecting payments for using the charging station. These payment transaction fees are not covered by the Project and must be paid by the Site Owner. All of such services are subject to ChargePoint's standard terms and conditions.
- 7. Access to Information.** Site Owner acknowledges that Energetics will be collecting Station usage data, including charge event information ("Data"), such as when a charge event occurs, energy transferred during the charge event, duration of the plug-in event, and duration of the charging period. Site Owner acknowledges that the Data may be used by Energetics and NYSERDA for reasonable purposes, including, without limitation, analyzing usage and charging patterns, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Project. Using the ChargePoint station management software, Site Owner must grant rights to Energetics and NYSERDA.
- 8. Operation and Maintenance.** Site Owner shall take all reasonable measures to ensure the Station, and the facility in which it is located, shall be kept operational, clean and in good repair. Site Owner shall promptly call Energetics and ChargePoint customer service to arrange for the repair of any non-functioning charging port on the Station. Site Owner shall maintain and operate the Station for the term of this Agreement.

9. **Publicity.** Site Owner shall provide Energetics and NYSERDA unlimited rights to take, use and publish photographs of the Station and Host Site, as well as any information related to the Project, which may be included on printed materials or posted on websites.
10. **Ownership.** Title to the Station shall vest in Site Owner, provided the Site Owner complies with all terms of this Agreement. Energetics retains a reversionary right to the charging stations in the event that the Site Owner fails to comply with the terms in this Agreement. Notwithstanding the fact that Site Owner is being provided the Station through the Project, the Site Owner acknowledges that Energetics or NYSERDA may reclaim title to the Station in the event (i) Site Owner does not comply with its obligations under this Agreement or (ii) it becomes illegal for the Site Owner to hold title to the Station. In the event that it becomes illegal for the Site Owner to hold title to the Station, Site Owner will reasonably cooperate in finding alternative owners for the Station.
11. **No Right to Remove, Move or Sell the Station.** The Station may not be sold, retired, disposed of, removed or moved from its place of installation, prior to the conclusion of this Agreement, without the prior written consent of Energetics and NYSERDA.
12. **Failure to Comply with Terms of the Program.** In the event that Site Owner fails to comply with any term in this Agreement, Energetics shall provide a notice requesting that the Site Owner address the issue to comply with the Agreement terms. If Site Owner is not in compliance with the Agreement terms within thirty (30) calendar days of receiving a notice from Energetics, Energetics reserves the right to repossess the Station provided under the Project. The Site Owner shall also be subject to the recapture of funds provided by NYSERDA under this Project. Recapture payment for any charging port placed out of service or under an Agreement for which the Site Owner fails to comply prior to the end of this Agreement shall be pro-rated as follows: $\$4,000 * (\text{expected \# of operational months} - \text{actual \# of months the charging port properly operated}) / \text{expected \# of operational months}$. The expected number of operational months is determined to be the time length between install date and the end of this Agreement.
13. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by Energetics, NYSERDA, and the Site Owner.
14. **Waiver.** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of Energetics, the Site Owner, and NYSERDA. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
15. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of New York without reference to such state's principles of conflicts of law. Installation of the Station, and its operation, will be conducted in compliance with all local, New York State and federal laws and regulations.
16. **Assignment.** Site Owner may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of Energetics and NYSERDA.
17. **Priority.** To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any other Project document, this Agreement shall prevail.
18. **NYSERDA Requirements.** The following requirements are imposed upon the Site Owner under and pursuant to the NYSERDA's terms of the Project:
 - a. NYSERDA must approve the proposed location for the installation of Site Owner's Station prior to the installation. The following attachments have been reviewed and approved by the Site Owner:
 - i. Attachment D: Site plans and design work, and
 - ii. Attachment E: Quotes for all site installation expenses.
 - b. Prior to NYSERDA approval of the Host Site for Station installation, the Site Owner must also help procure:
 - i. Letter of approval for the design package from the Authority Having Jurisdiction over the Host Site, and
 - ii. Letter of support from the Host Site's community.
 - c. As part of the Station installation and provisioning, the Site Owner must collaborate with the Installer to complete:
 - i. Approval from local agencies of the installation prior to provisioning, and
 - ii. Confirmation by each site owner or designee that he/she has been trained in the operation, care and use of the Station.

- d. Site Owner acknowledges and agrees that NYSERDA shall have no liability to the Site Owner relating to the installation and operation of the charging stations.
- e. Site Owner shall, at its sole cost and expense, throughout the term of the Agreement maintain insurance in the following types and amounts: general liability insurance for bodily injury liability, including death and property damage liability, incurred in connection with the performance of the Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster.
- f. Site Owner shall permit applicable NYSERDA approved signage with the Station.
- g. The Site Owner hereby acknowledges that NYSERDA and the State of New York are intended third party beneficiaries of the Project.

19. Indemnification. Site Owner and Energetics agree to indemnify and hold each other, and the officers, directors, trustees, employees, agents and affiliates of each other harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, attorneys' fees) suffered or incurred by the indemnified parties and/or third parties resulting from or arising out of either party's negligent or intentional acts which result in damage to property or injury to person.

Site Owner agrees to indemnify NYSERDA, its officers, directors, trustees, employees, agents and affiliates harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, attorneys' fees) suffered or incurred by the indemnified parties and/or third parties resulting from or arising out of either party's negligent or intentional acts which result in damage to property or injury to person.

20. Responsibilities and Costs. The Project will provide the following items to the Site Owner upon acceptance of this Agreement and NYSERDA approval of the Host Site:

- a. One (1) ChargePoint CT4021 (bollard mount) or CT4023 (wall mount) dual head Level 2 Commercial Charging Station including shipping, Limited Product Warranty, and one year of ChargePoint Assure,
- b. ChargePoint network subscription from installation date to the end of this Agreement
- c. Site validation and station activation (ChargePoint requirements)
- d. Installation costs as follows:
 - i. For pedestal-mount systems: concrete footer, including delivery, plus \$1,000 towards the installation expenses performed by the Installer
 - ii. For wall-mount systems: \$2,000 towards the installation expenses performed by the Installer
- e. Up to \$500 towards the repair of Station for the first product malfunction occurring outside of the Limited Product Warranty or first year of ChargePoint Assure that was not caused by neglect on behalf of the Site Host

To participate in this Project, the Site Owner must provide:

- a. Installation expenses (either by paying the Installer or other installation work in collaboration with the Installer) beyond those provided by the Project to complete the Station installation
- b. Electricity to operate the Station
- c. Operation and maintenance of the Station to sustain functionality throughout the duration of this Agreement

Energetics Incorporated

Site Owner

By: 
(Signature)

By: _____
(Signature)

Name: Elaine Weber

Name: _____

Title: Contracts Director

Title: _____

Date: July 21, 2017

Date: _____



CT4000 Level 2 Commercial Charging Stations

Specifications and Ordering Information

Ordering Information

Specify model number followed by the applicable code(s).
 The order code sequence is: **Model-Options. Software, Services**
 and **Misc** are ordered as separate line items.

Hardware

Description	Order Code
Model	
1830 mm (6') Single Port Bollard Mount	CT4011
1830 mm (6') Dual Port Bollard Mount	CT4021
1830 mm (6') Single Port Wall Mount	CT4013
1830 mm (6') Dual Port Wall Mount	CT4023
2440 mm (8') Dual Port Bollard Mount	CT4025
2440 mm (8') Dual Port Wall Mount	CT4027
Options	
Integral Gateway Modem - USA	-GW1
Integral Gateway Modem - Canada	-GW2
Misc	
Power Management Kit	CT4000-PMGMT
Bollard Concrete Mounting Kit	CT4001-CCM

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CTSW-SAS-COMM- <i>n</i> ¹
ChargePoint Service Provider Plan	CTSW-SAS-SP- <i>n</i> ¹
ChargePoint Assure	CT4000-ASSURE <i>n</i> ²
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations come with 1 year of ChargePoint Assure coverage at no charge for qualified installations. Other conditions apply. All CT4000 stations require a network service plan.

¹ Substitute *n* for desired years of service (1, 2, 3, 4, or 5 years).

² Substitute *n* for the duration of the additional coverage (1, 2, 3, or 4 years).

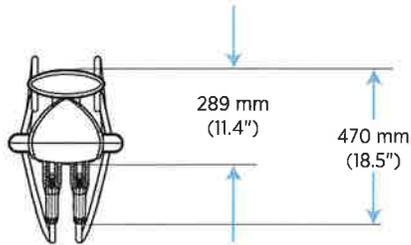
Order Code Examples

If ordering this	the order code is
1830 mm (6') Dual Port Bollard USA Gateway Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CTSW-SAS-COMM-3
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
2 Additional Years of Assure Coverage	CT4000-ASSURE2
1830 mm (6') Single Port Wall Mount Station	CT4013
ChargePoint Commercial Service Plan, 5 Year Subscription	CTSW-SAS-COMM-5
4 Additional Years of Assure Coverage	CT4000-ASSURE4
Station Activation and Configuration	CPSUPPORT-ACTIVE

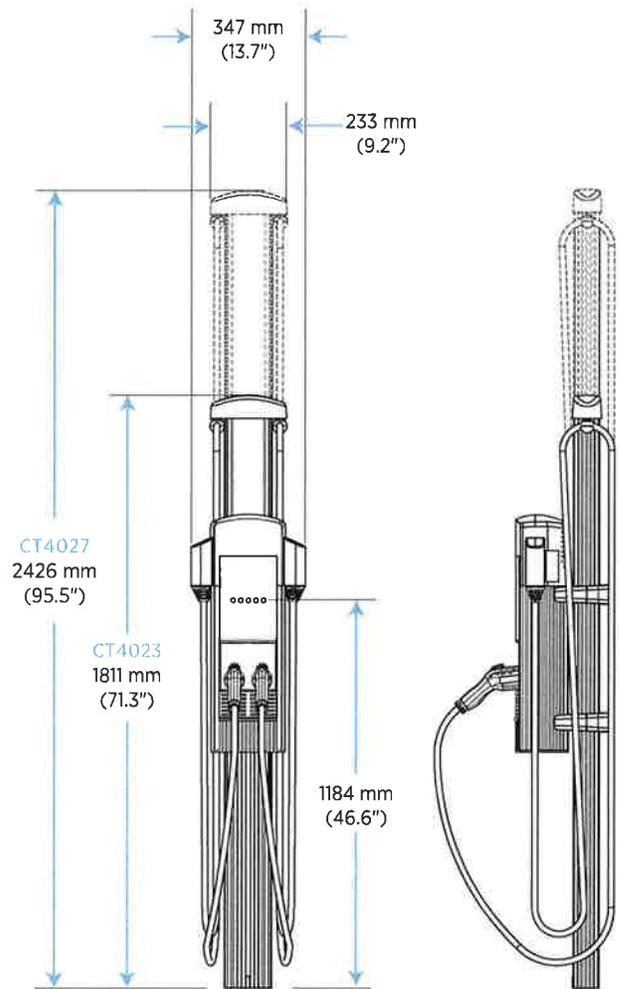
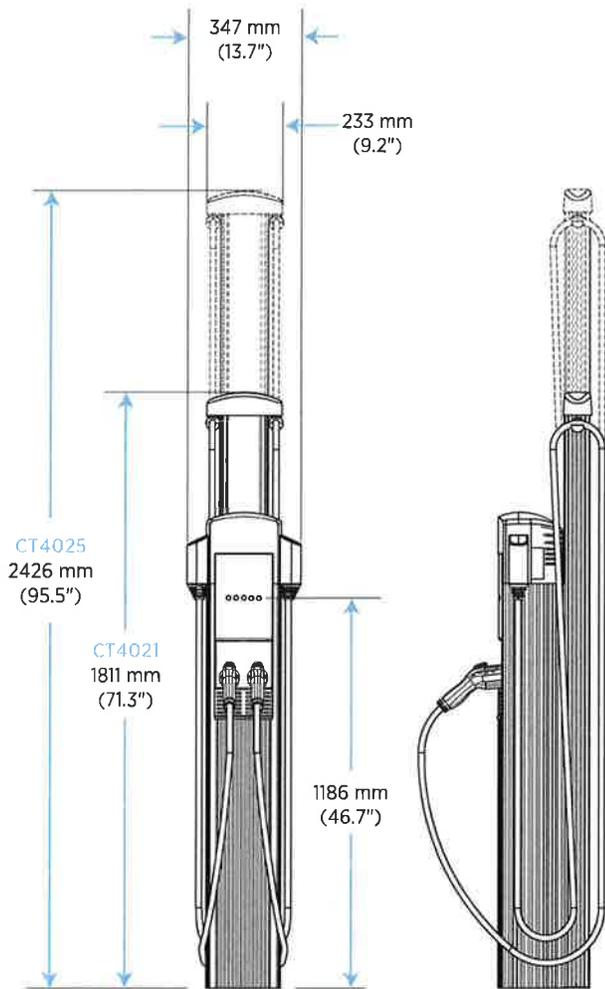
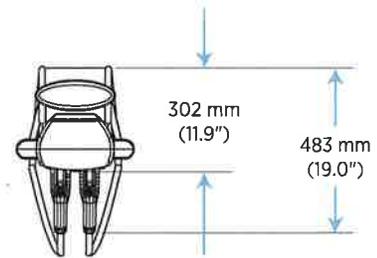


CT4021

CT4021 1830 mm (6')
CT4025 2440 mm (8')
Bollard



CT4023 1830 mm (6')
CT4027 2440 mm (8')
Wall Mount



CT4000 Family Specifications

Electrical Input	Single Port (AC Voltage 208/240V AC)			Dual Port (AC Voltage 208/240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8W typical (standby), 15W maximum (operation)					

Electrical Output

Standard	7.2kW (240V AC @ 30A)	7.2kW (240V AC@30A) x 2
Standard Power Share	n/a	7.2kW (240V AC@30A) x 1 or 3.8kW (240V AC@16A) x 2
Power Select 24A	5.8kW (240V AC@24A)	5.8kW (240V AC@24A) x 2
Power Select 24A Power Share	n/a	5.8kW (240V AC@24A) x 1 or 2.9kW (240V AC@12A) x 2
Power Select 16A	3.8kW (240V AC@16A)	3.8kW (240V AC@16A) x 2
Power Select 24A Power Share	n/a	3.8kW (240V AC@16A) x 1 or 1.9kW (240V AC@8A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Cable Length - 1830 mm (6') Cable Management	5.5 m (18')	5.5 m (18') x 2
Cable Length - 2440 mm (8') Cable Management	n/a	7 m (23')
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7") full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features

Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-30°C to +50°C (-22°F to 122°F)
Storage Temperature	-30°C to +60°C (-22°F to 140°F)
Non-Operating Temperature	-40°C to +60°C (-40°F to 140°F)
Operating Humidity	Up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	105°C (221°F)
Charging Stations per 802.11 Radio Group	Maximum of 10. Each station must be located within 45m (150') "line of sight" of a gateway station.

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Contact Us

To order your CT4000 charging station:

-  Visit chargepoint.com/sales
-  Call +1.408.705.1992
-  Email sales@chargepoint.com



ChargePoint, Inc.
254 East Hacienda Avenue | Campbell, CA | 95008-6617 USA
+1.408.841.4500 or toll free +1.877.370.3802
chargepoint.com

Copyright © 2016 ChargePoint, Inc. All rights reserved. CHARGEPOINT is a U.S. registered trademark/service mark, and an EU registered logo mark of ChargePoint, Inc. All other products or services mentioned are the trademarks, service marks, registered trademarks or registered service marks of their respective owners. DS-CT4000-03. February 2016. PN 73-001020-01-9.

Printed on paper made with 100% post-consumer fiber and 100% certified renewable energy, and processed chlorine free.



Listed by Underwriters Laboratories Inc. 

Limited Product Warranty



This Limited Product Warranty applies to you, a customer who has purchased CHARGEPOINT's Charging Stations and/or related products ("Products") from CHARGEPOINT, INC., or one of its authorized distributors and not for resale.

LIMITED ONE-YEAR WARRANTY: Subject to the exclusions from warranty coverage set forth below, CHARGEPOINT warrants that the Product will be free from any defects in materials and/or workmanship (the "Limited Warranty") for a period of one (1) year after the date of the initial installation of the Product (the "One-Year Warranty Period"). If the Product becomes defective in breach of the Limited Warranty, CHARGEPOINT will, upon written notice of the defect received during the One-Year Warranty period, either repair or replace, at ChargePoint's election, the Product if it proves to be defective; provided, that CHARGEPOINT will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

TWO-, THREE-, FOUR- OR FIVE-YEAR EXTENDED WARRANTY (Additional Charge Applies): Subject to the exclusions from warranty coverage set forth below, if you have purchased an extended warranty, and if the Product becomes defective in breach of the Limited Warranty above at any time during the extended warranty period after the date of the initial installation of the Product, CHARGEPOINT will, upon written notice of the defect received during the extended warranty period, either repair, provide replacement parts for the defective parts of the Product or replace the Product, at ChargePoint's election, if it proves to be defective; provided, that CHARGEPOINT will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

CHARGEPOINT's Options: You acknowledge that replacement products provided by CHARGEPOINT under each of the Limited Warranty and the Extended Warranty may be re-manufactured or reconditioned Products or, if the exact Product is no longer manufactured by CHARGEPOINT, a Product with substantially similar functionality ("Replacement Products"). Any Replacement Products so furnished will be warranted for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of such Replacement Product, whichever is greater. Should CHARGEPOINT be unable to repair or replace the Product, CHARGEPOINT will refund the purchase price of the Product.

EXCLUSIONS FROM LIMITED WARRANTY AND EXTENDED WARRANTY

IMPORTANT: The Limited Warranty and, if purchased, the Extended Warranty on your Product shall not apply to defects, or service repairs, resulting from any of the following:

- Alteration or modification of the Product in any way not approved in writing by CHARGEPOINT.
- Vandalism.
- Abuse, damage or otherwise being subjected to problems caused by negligence (including but not limited to physical damage from being struck by a vehicle) or misapplication, or use of the Products other than as specified in the applicable CHARGEPOINT documentation.
- Installation or relocation of the Products unless performed by CHARGEPOINT or by a ChargePoint authorized installer or service provider.
- Improper site preparation or maintenance.
- Damage as a result of accidents, extreme power surge, extreme electromagnetic field, acts of nature or other causes beyond the control of CHARGEPOINT.
- Use of the Product with software, interfacing, parts or supplies not supplied by CHARGEPOINT.

You are responsible for the proper installation and maintenance of the Product. Any service or repairs beyond the scope of the Limited Warranty or the Extended Warranty above are subject to CHARGEPOINT's then prevailing current labor rates and other applicable charges.

Third Party Products. The Limited Warranty and Extended Warranty are exclusive of products manufactured by third parties ("Third Party Products"). If such third party manufacturer provides a separate warranty with respect to the Third Party Product, CHARGEPOINT will include such warranty in the packaging of the CHARGEPOINT Product.

OBTAINING WARRANTY SERVICE

To obtain warranty service you must: (a) obtain a return materials authorization number ("RMA#") from CHARGEPOINT by contacting 1-877-370-3802 (or for customers outside the U.S., contact 408-370-3802) and ask for Customer Service, and (b) deliver the Product, in accordance with the instructions provided by CHARGEPOINT, along with proof of purchase in the form of a copy of the bill of sale including the Product's serial number, contact information, RMA# and detailed description of the

defect, in either its original package or packaging providing the Product with a degree of protection equivalent to that of the original packaging, to CHARGEPOINT at the address below. You agree to obtain adequate insurance to cover loss or damage to the Product during shipment.

If you obtain an RMA# and return the defective Product as described above, CHARGEPOINT will pay the cost of returning the Product to CHARGEPOINT. Otherwise, you agree to bear such cost, and prior to receipt by CHARGEPOINT, you assume risk of any loss or damage to the Product. CHARGEPOINT is responsible for the cost of return shipment to you if the CHARGEPOINT Product is found to be defective.

Returned products which are found by CHARGEPOINT to be not defective, returned out-of-warranty or otherwise ineligible for warranty service will be repaired or replaced at CHARGEPOINT's standard charges and shipped back to you at your expense.

At CHARGEPOINT's sole option, CHARGEPOINT may perform repair service on the Product at your facility, and you agree to provide CHARGEPOINT with all reasonable access to such facility and the Product, as required. On-site repair service is not available outside the United States.

All replaced parts, whether under warranty or not, are the property of CHARGEPOINT.

WARRANTY LIMITATIONS

THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY CHARGEPOINT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO OTHER WARRANTIES RESPECTING THE PRODUCT AND DOCUMENTATION AND SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CHARGEPOINT OR DISTRIBUTOR HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT.

Some states or jurisdictions do not allow the exclusion of express or implied warranties so the above exclusions may not apply to you. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER THE TOTAL WARRANTY PERIOD. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO AGENT OF CHARGEPOINT IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF CHARGEPOINT. CHARGEPOINT SPECIFICALLY DOES NOT WARRANT THAT ANY SOFTWARE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

LIMITATIONS OF LIABILITY

You acknowledge and agree that the consideration which you paid to CHARGEPOINT or one of its authorized distributors does not include any consideration by CHARGEPOINT or one of its authorized distributors of the risk of consequential, indirect or incidental damages which may arise in connection with your use of, or inability to use, the Product. **THUS, CHARGEPOINT OR ONE OF ITS AUTHORIZED DISTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THIS PRODUCT OR THE SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT OR ONE OF ITS AUTHORIZED DISTRIBUTORS FOR ALL CLAIMS WHATSOEVER RELATED TO THIS PRODUCT OR THE SERVICE WILL NOT EXCEED THE PRICE YOU PAID FOR THIS PRODUCT.**

THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

ADDITIONAL INFORMATION

This Limited Product Warranty is valid for U.S.A. and Canada only.

This Limited Product Warranty shall be governed by and construed in accordance with the laws of the State of California, U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

This Limited Product Warranty is the entire and exclusive agreement between you and CHARGEPOINT with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of CHARGEPOINT.

The Limited Product Warranty is not transferable by you to anyone else.

All inquiries or claims made under this Limited Product Warranty must be sent to CHARGEPOINT's address as follows:

ChargePoint, Inc.
1692 Dell Avenue
Campbell, California 95008-6901
Tel: 408-370-3802
Fax: 408-370-3847
Email: service@chargepoint.com



ChargePoint Assure

Industry-leading support, maintenance and warranty deliver peace of mind.

ChargePoint® Assure is the most comprehensive support, maintenance and warranty program in the industry. Assure covers everything needed to keep ChargePoint electric vehicle (EV) charging stations up and running. With Assure, ChargePoint takes responsibility for fixing hardware issues by providing parts, labor and orchestration of repairs by expert support specialists. Proactive monitoring, regular reports and unlimited changes to station policies are included with Assure, as well as one business day response to requests and a 98% annual uptime guarantee. You can also get professional guidance when configuring your stations to make the most of EV charging.

ChargePoint EV charging stations are the most advanced and reliable in the world, but site conditions can change, wear and tear occurs, and accidents or equipment failures can happen. High-quality service and support start with high-quality products, site preparation and installation, but these elements alone aren't enough. An EV charging station is a smart investment, so it's smart to protect it with the best warranty. With Assure, you don't have to spend time figuring out how to fix or maintain your station. It's always ready to charge so you get a good return on your investment.

What Does Assure Include?

Stay on Top of Operations with Proactive Monitoring

- + Find out about problems before your drivers do with remote monitoring
- + Get 98% annual station uptime with a non-performance penalty for outages caused by station hardware or software failures
- + Keep your stations up and running with proactive troubleshooting and dispatch services
- + Fix problems with on-site labor that ChargePoint dispatches and manages
- + Call us during business hours (5 AM – 6 PM Pacific) for expert support

Count On a Fast Fix with One-Business-Day Response Time

- + We respond to all issues within one business day
- + ChargePoint certified technicians will be onsite to repair your station within one business day of receiving any required parts
- + U.S.-based support specialists coordinate all repairs

Rest Easy with the Industry's Leading Parts and Labor Warranty

- + We offer the EV charging industry's first and most comprehensive warranty for parts and on-site labor
- + We cover labor to repair issues that often aren't covered under warranty, such as vandalism, auto accidents and excessive wear and tear

Optimize with Expert Advice and Unlimited Changes

- + U.S.-based EV charging experts advise you on best practices for station configuration and management in your region and industry
- + Our team makes unlimited station configuration and policy changes for you, so you can control access to your station, set charging rates and make adjustments based on driver behavior

Get a Glimpse into Driver Behavior with Robust Reporting

- + See how your stations are being used in an easy-to-read format with monthly summaries
- + Prove success and make improvements with quarterly reports on station utilization, performance, energy usage and environmental impact
- + Compare your station use with organizations like yours

What Does Assure Require?

Because installation quality affects the long-term reliability and availability of EV charging stations, ChargePoint requires that all stations covered by Assure are validated to ensure they meet installation specifications. Validation is performed on-site and includes inspection of power availability, panel, breaker and wiring; confirmation of cellular and local network coverage (through WiFi) and verification that all ChargePoint installation requirements are met. Choose one of the following ways to validate stations and activate Assure:

1. Authorized ChargePoint operations & maintenance (O&M) partners who perform site preparation and station installation will automatically validate the stations and enable Assure.
2. Authorized ChargePoint reseller partners certified to perform self-validation may validate station installations and enable Assure.
3. When independent or in-house installers are used, validation may be purchased from either of the partners above. After the partner successfully validates site preparation and station installation, Assure is enabled.

Warranty Options

Feature	No Warranty	Exchange Warranty	Assure
Price	Installations not performed by a ChargePoint certified installer are not covered under warranty	Included for free on all stations installed by a ChargePoint certified installer	First year included for free on stations installed and validated by a ChargePoint certified installer; additional years available at a nominal cost
Parts Covered	—	Defective parts are exchanged	Included and coordinated by a ChargePoint support specialist
Certified On-Site Labor	—	Not included: station owner must find a ChargePoint certified installer to perform any repairs	Included and coordinated by a ChargePoint support specialist
Monthly Station Summary Report	—	—	Included
Detailed Quarterly Reports	—	—	Included
Uptime Guarantee	None	None	98% with non-performance penalty
Proactive Monitoring	—	—	Included
Service Level Agreement	—	—	1 business day response time 1 business day from parts arrival for on-site labor
Labor Coverage	—	—	Included for damage caused by accidents, vandalism and excessive wear and tear
Unlimited Station Configuration	—	—	Included

Ordering Information

All ChargePoint commercial charging stations receive a complimentary year of Assure coverage once the station is validated. You can get additional years of Assure coverage using the ordering information below.

Description	Order Code
Assure for CT4000 Family	CT4000-ASSURE ⁿ¹
Assure for Express 100	CPE100-ASSURE ⁿ²
Assure for Express 200	CPE200-ASSURE ⁿ²
Assure for CPF25	CPF25-ASSURE ⁿ¹

¹ Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years).

² Substitute *n* for additional years of service desired (1 or 2 years).

Companion Services

Description	Order Code
Station Activation and Configuration	CPSUPPORT-ACTIVE
Station Installation and Validation	CT4000-INSTALLVALID
Validation	CPSUPPORT-SITEVALID
Fleet Plan	CPCLD-FLEET ⁿ¹
Commercial Plan	CTSW-SAS-COMM ⁿ¹
Service Provider Plan	CTSW-SAS-SP ⁿ¹

Contact Us

To order ChargePoint services and warranties:

-  Visit chargepoint.com/service
-  Call +1.408.705.1992
-  Email sales@chargepoint.com



ChargePoint, Inc.
254 East Hacienda Avenue | Campbell, CA | 95008-6617 USA
+1.408.841.4500 or toll free +1.877.370.3802
chargepoint.com

Copyright © 2016 ChargePoint, Inc. All rights reserved. CHARGEPOINT is a U.S. registered trademark/service mark, and an EU registered logo mark of ChargePoint, Inc. All other products or services mentioned are the trademarks, service marks, registered trademarks or registered service marks of their respective owners. DS-Assure-02, October 2016. PN 73-001094-01-3.

Printed on paper made with 100% post-consumer fiber and 100% certified renewable energy, and processed chlorine free.



Site Plan, Town of Caroline

<p>Street address:</p>	<p>2670 Slaterville Road, Slaterville Springs NY 14881</p>
<p>Site layout:</p>	 <p>CT4021 Dual Level II charging station will be mounted on concrete pier approximately 120 feet from existing service on back side of building.</p> <p>Existing service is located approximately 120 feet from station.</p>
<p>EVSE model:</p>	<p>CT4021 Dual Level II pedestal mount Station</p>
<p>Mounting:</p>	<p>Wall</p>
<p>Electrical service (Capacity, safety, disconnect, etc.):</p>	<p>Existing 125 amp electrical service</p>
<p>Distance to electric service:</p>	<p>Approximately 120 feet</p>
<p>Rough electrical diagram:</p>	 <p>Existing Service Panel</p> <p>EVSE</p>
<p>Other installation notes:</p>	<p>Station will require a cell phone "range extender," and mounting post with 120v outlet.</p>

Energetics "Animating the EV Market in NYS" NYSERDA Project 87421

Site ID: T3-01

Site Owner: Town of Caroline			Total Project Cost	Discounts & Installer Costshare	NYSERDA Project Funding	Site Owner Payment to Installer	Site Owner Costshare
Address: 2670 Slaterville Road, Slaterville Springs NY 14880							
Electric Vehicle Charging Station							
ChargePoint CT4021 Level 2 EVSE with shipping			\$ 7,385	\$ 2,884	\$ 4,501		
ChargePoint network subscription (3 years)			\$ 1,410	\$ 564	\$ 846		
Footing for pedestal mount with shipping			\$ 653		\$ 653		
Subtotal			\$ 9,448	\$ 3,448	\$ 6,000		
Installer							
Labor	Hours	Rate/hr					
Electrician	9	\$105.00	\$ 945		\$ 945		
Excavator		\$200.00	\$ -				
Materials (see breakdown in Supporting Schedule)			\$ 55		\$ 55		
Site Validation and Station Activation			\$ 1,000		\$ 1,000		
Grant Administration (paperwork, training)			\$ 1,000	\$ 1,000			
Subtotal			\$ 3,000	\$ 1,000	\$ 2,000		
Site Owner							
Labor	Hours	Rate/hr					
Electrician	12	\$105.00	\$ 1,260				\$ 1,260
Excavator	8	\$200.00	\$ 1,600				\$ 1,600
Materials (see breakdown in Supporting Schedule)			\$ 813				\$ 813
Subtotal			\$ 3,673				\$ 3,673
Other							
Permit			\$ 200				\$ 200
Taxes							
Contingencies due to complications or timing			\$ 1,000				\$ 1,000
Subtotal			\$ 1,200				\$ 1,200
Total Costs			\$ 17,321	\$ 4,448	\$ 8,000		\$ 4,873

Supporting Schedule (Additional Information)

Installer Materials			
Quantity	Item Description	Unit Price	Amount
1	Miscellaneous installation parts		\$55.00
Site Owner Materials			
Quantity	Item Description	Unit Price	Amount
2	2 pole 40 Amp Breakers	\$45.00	\$90.00
10	PVC Schedule 40 pipe (10' sticks)	\$10.00	\$100.00
125	#10 Ground Wire	\$0.20	\$25.00
375	#8 Conductors	\$0.26	\$97.50
1	Miscellaneous Parts	\$500.00	\$500.00
Contingencies due to complications or timing			
Quantity	Item Description	Unit Price	Amount
1	Installation of cell phone "range extender" and 120V power for it	\$1,000.00	\$1,000.00