

WALL CONNECTOR LICENSE AGREEMENT

This License Agreement (this “License”) is effective as of the date it is fully executed (the “Effective Date”) by and between Licensor (as defined below) (“Licensor”) and Tesla, Inc., a Delaware corporation (“Licensee”). Licensor and Licensee are each referred to herein as a “Party” and collectively as the “Parties.” Clause references are to clauses in the Key Terms, and section references are to sections in the General Terms and Conditions (Exhibit B). Exhibit A and Exhibit B are incorporated by reference in this License. In the event of a conflict between the Key Terms and Exhibit B, the Key Terms shall prevail.

Key Terms

- (a) **Licensor** [REDACTED], a [REDACTED].
- (b) **Property** (Section 1) Commonly known as [REDACTED], located at [REDACTED] (the “Property”).
- (c) **Licensed Area** (Section 1) [REDACTED] parking spaces, eight (8) feet of additional parking width to provide disability access and approximately [REDACTED] square feet of space for equipment on the Property, all as depicted on Exhibit A (the “Licensed Area”).
- (d) **Charging Stalls** (Section 1) [REDACTED] charging stalls.
Parking spaces in the Licensed Area shall be outfitted for charging with AC chargers (“Wall Connectors”) serve as dedicated charging stalls.
- (e) **Due Diligence Period** (Section 2) 365 days following the Effective Date (“Due Diligence Period”).
- (f) **Commencement Date** (Section 4) Within 365 days following the end of the Due Diligence Period.
- (g) **Base Term** (Section 5) Ten years from the last day of the month in which the Commencement Date occurs (the “Base Term”).
- (h) **Renewal Term** (Section 5) Periods of five years (each a “Renewal Term”).
- (i) **Termination Notice** (Section 5) At least nine (9) months (the “Notice Period”).
- (j) **Utilities** Licensor shall supply electricity to the Licensed Area, and Licensee agrees to purchase such services from Licensor pursuant to the terms of this Clause (j). Electricity consumption shall be measured by one or more submeters installed by Licensee, at Licensee’s sole cost. The submeter(s) will deliver electricity consumption data directly to Licensee, and Licensee shall reimburse Licensor for such electricity on a quarterly basis within sixty (60) days following the end of each quarter. The initial rate of reimbursement shall be \$[REDACTED] per kWh, which the Parties agree is a reasonable approximation of the actual cost to be incurred by Licensor for electricity delivered to Licensee. Either Party may request a rate adjustment during the Term based on documentation of electricity cost, and the Parties shall work in good faith to agree on rate adjustments to align with actual

costs incurred. Rate changes must be mutually agreed in writing, and shall take effect on a forward-looking basis at the start of the following quarter. In no event shall Licensee be responsible for any demand charges or administrative fees. Licensor shall not be responsible for any damages suffered by Licensee in connection with the quality, quantity or interruption of electrical service, unless the cause of the disruption or damage was Licensor's gross negligence or intentional misconduct or failure to timely pay utility bills. In no event shall the terms of this Clause (j) be construed to imply that Licensor is acting as a utility company.

(k) **Special Terms and Conditions** [None.]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this License as of the date signed below.

LICENSOR:

_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

E-mail for notices:

[Email]

Phone number for urgent issues:

[xxx-xxx-xxxx]

LICENSEE:

Tesla, Inc.
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

E-mail for notices:

superchargerhost@tesla.com

Phone number for urgent issues:

725-223-2400

EXHIBIT A
Licensed Area

[Insert a figure indicating the Licensed Area. Include road names or other landmarks to identify the location of the Licensed Area within the Property, using a second figure if necessary.]

Exhibit B
General Terms and Conditions

1. **Licensed Area.** Licensor hereby grants to Licensee the right to use the Licensed Area pursuant to Section 6, to install, operate and maintain a Charging Station (defined below), together with the right of ingress and egress to the Licensed Area. This License shall not create any leasehold interest in the Property.

The "Charging Station" shall consist of: (a) Wall Connectors, together with any charging adapters, mounting posts, charging signs, connectivity hardware and installation related accessories to provide charging to the charging stalls described in Clause (d) (collectively, the "Trade Fixtures"); and (b) necessary utility infrastructure, which may include, without limitation, conduit, wiring, junction boxes, disconnects, switchgear, metering equipment, sub-panels and/or a step-down transformer (collectively, the "Infrastructure").

2. **Due Diligence Period.** Licensee shall have the option to terminate this License within the Due Diligence Period in the event that: (a) Licensee is unable to obtain all permits and approvals required by applicable governing bodies; or (b) Licensee, in its reasonable business judgment, determines that it would incur substantial unanticipated costs to complete Licensee's Work (defined in Section 3) or that there is insufficient demand for charging to justify building the Charging Station. In the event that Licensee terminates the License pursuant to this Section 2, Licensee shall deliver written notice of termination to Licensor and this License shall be of no further force or effect.
3. **Alterations.** Licensee shall, at its' sole cost, install electrical and connectivity infrastructure on the Property and make alterations to the Licensed Area to install the Charging Station (collectively, "Licensee's Work"). Licensee's Work shall only occur after: (a) Licensor has approved the plans and specifications in writing; and (b) Licensee has obtained all permits and approvals required by applicable governing bodies. Once Licensee's Work begins, it shall proceed with diligence and continuity until complete. Licensee may upgrade or replace its Trade Fixtures in its sole discretion during the Term, provided that any other alterations to the Charging Station shall be approved in advance by Licensor. Licensor's approval of the plans and specifications shall not be unreasonably withheld, conditioned or delayed. Licensee shall promptly repair any damage to the Property caused by Licensee, its agents, contractors and employees (collectively, "Licensee Parties") while performing Licensee's Work.
4. **Commencement Date.** The Charging Station shall be operational (the "Commencement Date") within the time period specified in Clause (f) of the Key Terms, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Licensee's control. Licensee shall deliver written notice to Licensor promptly following the Commencement Date to confirm such date as the start of the Base Term for recordkeeping purposes.
5. **Term and Termination.** The term of this License shall begin on the Commencement Date and shall expire at the end of the Base Term. Upon expiration of the Base Term, this License shall automatically renew for successive Renewal Terms (Renewal Term(s) together with the Base Term, the "Term"), subject to termination pursuant to this Section 5. Either Party, in its sole discretion and without cause, may terminate this License during any Renewal Term by delivering advance written notice of termination to the other Party specifying a termination date that follows the Notice Period and occurs during a Renewal Term.
6. **Use.** Licensee may use and occupy the Licensed Area during the Term to install, operate and maintain the Charging Station (the "Permitted Use"). Licensee is authorized to operate and collect payment for use of the Charging Station year round, twenty-four (24) hours per day and seven (7) days per week.

7. **Removal.** On or before the final day of the Term, Licensee shall, at its' sole cost, remove the Trade Fixtures, leave the Infrastructure in a safe condition, and restore the Licensed Area to the condition that existed as of the first day of the Term, subject to exceptions for reasonable wear and tear. Licensor agrees that the Trade Fixtures are and shall remain the property of Licensee, and the Infrastructure shall become the property of Licensor upon termination of this License (except that Infrastructure upstream of the meter is and shall remain the property of the utility).
8. **Maintenance.** Licensee shall be responsible for maintaining the Charging Station at its' sole cost (including repair and replacement of equipment, as necessary). Notwithstanding the foregoing, Licensor's normal responsibility to maintain the common areas of the Property shall also apply to the Licensed Area, such as for trash removal, snow removal, repaving and restriping, and Licensor agrees to coordinate with Licensee on maintenance that will prevent the use of the Charging Station. If Licensee determines that the Licensed Area needs additional trash cans, or if Licensor requests additional trash cans, Licensee shall provide such trash cans to Licensor at Licensee's sole cost.
9. **Licensor Covenants.** Licensor represents that: (a) it owns or leases the Property and has the power and authority to enter into this License; (b) it has obtained any required consents to enter into this License; (c) the Property is not subject to any conditions, restrictions or covenants incompatible with the Permitted Use; (d) this License does not violate any agreement, lease or other commitment by which Licensor is bound; (e) it will not lease, license or commit the parking spaces within the Licensed Area to any third party during the Term; and (f) it will not perform or allow excavation in the Licensed Area during the Term without Licensee's advance written consent, other than superficial repaving.
10. **Default.** It shall be an "Event of Default" under this License if either Party fails to perform or observe any material term or condition of this License and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.
11. **Remedies.** The Parties acknowledge and agree that, if an Event of Default by the other Party has occurred and is continuing, the non-defaulting Party may: (a) terminate this License upon thirty (30) days advance written notice; or (b) exercise any other remedy available at law or in equity.
12. **Exclusions.** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for speculative, indirect, consequential or punitive damages, including, without limitation, any lost sales or profits.
13. **Indemnification.** Except to the extent a claim arises from any negligence or willful misconduct of an Indemnified Party, or any breach or alleged breach of Section 23 by Licensor, Licensee hereby agrees to indemnify, hold harmless and defend Licensor, its directors, officers, managers, members, employees, agents and representatives (each an "Indemnified Party") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Licensee's breach of this License; or (ii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.
14. **Insurance.** Through the duration of this License, Licensee shall maintain commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand US Dollars (\$2,500,000 USD) per occurrence and Four Million US Dollars (\$4,000,000 USD) aggregate for combined single limit for bodily injury or third party property damage. The total limits above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Licensor upon the execution of this License and upon reasonable request by Licensor.

Licensee shall include Licensor as additional insured on its commercial general liability and, if applicable to meet limit requirements, umbrella and/or excess insurance policies, with respect to liability for services provided under this License. Licensee will maintain worker's compensation insurance in accordance with state and federal law. This requirement may be waived by Licensee if Licensee is a qualified self-insured in the state where the Licensed Area is located. Insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism that has either (a) a Best Insurance Reports rating of "A-" or better; or (b) a financial size category of "VI" or higher, provided, that if such self-insurance program does not meet either (a) or (b), then Licensee's use of self-insurance for the required coverages shall be subject to Licensor's approval, not to be unreasonably withheld, conditioned or delayed.

15. **Environmental Matters.** Licensor represents and warrants that, to the best of its knowledge, the Licensed Area shall be delivered free of contamination that violates any applicable environmental law. Notwithstanding any provision in this License to the contrary, Licensor agrees that it will indemnify and hold Licensee harmless from all costs from, and Licensee shall have no liability for, any contamination of the Property, unless caused by Licensee Parties. Licensor is responsible for remediating to the extent required by applicable environmental law any contamination not caused by Licensee Parties, including any contamination encountered by Licensee Parties during construction.
16. **Confidentiality.** The Parties agree that the terms of this License and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this License are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter. Notwithstanding the foregoing, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a "need to know" such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 16, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients, (ii) as permitted in Section 19, and (iii) as required by law. "Affiliate" of a Party is an entity that controls, is controlled by or is under common control with that Party, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.
17. **Publicity.** Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent.
18. **Notices.** All notices, demands and approvals shall be in writing and shall be delivered to the electronic mail addresses provided on the signature page, and shall be deemed given on proof of transmission. Either Party may change their respective address for notices by giving written notice of such new address in accordance with this Section 18.
19. **Incentives.** Licensor agrees that Licensee shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Charging Station, including, without limitation, from electricity delivered through, stored at or generated by the Charging Station. Licensor will cooperate with Licensee in obtaining all Incentives, provided that Licensor is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Licensee. If any Incentives are paid directly to Licensor, Licensor agrees to immediately pay such amounts over to Licensee. "Incentives" means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c)

performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority. Licensor agrees that Licensee may disclose a redacted copy of this License if necessary to obtain Incentives.

20. **Governing Law.** This License shall be construed and enforced in accordance with the laws of the state in which the Licensed Area is located.
21. **Entire Agreement.** Each Party acknowledges and agrees that it has read and understood this License, and that it represents the entire agreement and understanding of the Parties with respect to the subject matter herein and supersedes all prior agreements, communications, or understandings, whether oral or written, with respect to the subject matter herein.
22. **Assignment.** Licensee shall not assign this License nor sublicense the Premises without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Licensee's ability to transfer this Agreement to a Licensee Affiliate.
23. **Miscellaneous.** This License may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals. If any provision of this License is invalid or unenforceable, the remainder of this License shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law. Any outstanding payment obligations and the terms of Section 16 shall survive termination of this License. This License shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Unless this License is terminated as expressly provided herein, this License shall survive any sale or transfer of Licensor's interest in the Property or Licensed Area. Each Party shall comply with all applicable codes, laws and ordinances in fulfilling its respective obligations under this License. Licensee shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Licensee at the Licensed Area. This License is subject and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided that Licensee's rights under this License shall not be disturbed by such subordination so long as no Event of Default by Licensee exists beyond all notice and cure periods. LICENSOR AND LICENSEE EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS LICENSE.