

Terms Of Service

1) CONTRACTUAL RELATIONSHIP

Welcome to MGES, LLC. This controls our www.mges.com website (“Site”), Driver Portal, and Mobile App (as such terms are defined below), and related offers, promotions, applications, programs, and products (all of the foregoing collectively referred to as the “Services”). The Site is owned and operated by MGES, LLC (collectively, with its subsidiaries and affiliates, “MGES”, “we”, “us” or “our”). References to “you” or “your” mean you as a visitor, someone who has created a user account for receiving information from us, user of our Services, member, account holder, or customer, as applicable. These Terms of Service (“Terms”) govern the use of electric vehicle charging and support services for plug-in electric vehicles (“EVs”) through MGES charging stations and related equipment, service plans, billing services, the Site, Driver Portal, and Mobile App.

THESE TERMS ARE IMPORTANT. THEY AFFECT YOUR RIGHTS. PLEASE READ THESE TERMS CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND EACH PROVISION AS THEY CONTAIN IMPORTANT INFORMATION ABOUT THE SERVICES PROVIDED TO YOU. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE CAREFULLY REVIEW SECTION 8 OF THESE TERMS FOR MORE INFORMATION. THESE TERMS LIMIT MGES’ LIABILITY AND THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, do not access or use our Site, Driver Portal, Mobile App, or Services. These Terms expressly supersede prior agreements, understandings, or arrangements with you regarding the subject matter of these Terms. Separate supplemental terms may apply to certain Services, such as policies for a particular service plan, program, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable Services.

Updates to the Terms

MGES may amend these Terms from time to time. Amendments will be effective as of the date MGES posts such amendments on MGES’s website at <https://mges.com/terms-of-service>. Your continued access or use of the Services after such notice and posting confirms your consent to be bound by

the Terms, as amended. If you disagree with the amended terms, do not continue to use the Services.

Personal Information

MGES collection and use of Personal Information in connection with the Services is defined and described in MGES's privacy policy located at <https://mges.com/privacy-policy/>, which may be amended from time to time ("Privacy Policy"). Our Privacy Policy is incorporated into and forms part of these Terms.

2) ACCOUNTS

Registration

In order to use most aspects of the Services, you must register for and maintain an active personal account with MGES ("Account"). **You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account or use Services.** Account registration requires you to submit to MGES certain Personal Information, such as your name, address, mobile phone number, age, and at least one valid payment method supported by MGES. By agreeing to the Terms you represent (i) that you are at least **18 years old** and reside in a state, region, or country in which the Services may legally be provided, (ii) you are the person whose name and other information have been provided for the account that you have or are creating, (iii) that you have not previously been suspended or removed from the Services, and (iv) that your registration and your use of the Services is in compliance with any and all applicable laws and regulations. If you are using the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in additional fees and/or your inability to access or use the Services.

All the information that you supply to us in creating your user account must be accurate. You are responsible for maintaining the confidentiality of your account and password. We may reject any user name that violates these Terms, including any user name that uses another person's identity. You are responsible for authorizing, deauthorizing and administering Account access. You are responsible for maintaining confidentiality of all passwords. Unless otherwise permitted by MGES in writing, you may only possess one Account. You may not authorize third parties to use your Account.

We may use the email you provide to us in your user account profile to provide you with service messages and updates. By becoming a user, you are consenting to the receipt of these communications.

Access Credential

After completing registration for an Account, you will be permitted access Services using a valid authentication method, which may include an RFID access card, a mobile authentication method, and/or other method (collectively, "Access Credential") which will be linked to your Account. Your Access Credential will enable you to use MGES's electric vehicle charging stations across the MGES network ("MGES Charging Stations") to charge your EV. You agree that you are responsible for all charges incurred through use of the Access Credential assigned to you and linked to your Account. In the event of a lost or stolen Access Credential, you are responsible for immediately notifying MGES by sending an email to support@mgcs.com or calling xxx-xxx-xxxx. You agree to be liable for any and all charges incurred due to usage of the lost or stolen or unauthorized access to your Access Credential (unless due to MGES's negligence) until MGES has been notified.

Commented [DN1]: Insert call number

Modification and Termination

To modify or terminate your Account or Services, (a) login to the Driver Portal or Mobile App and follow the modification and/or termination instructions provided therein, (b) email support@mgcs.com with "Attention: Accounts" in the subject line, or (c) call xxx-xxx-xxxx.

Commented [DN2]: Insert number

MGES may immediately terminate these Terms or terminate or suspend any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason in its sole discretion. If MGES elects to terminate your Account and/or your use of the Services, then you will be responsible for payment for any Services used, but not yet paid for, and any other fees due hereunder, as of the date of such termination. In addition, if applicable, MGES may collect damages from you in connection with any breach of the Terms by you and may exercise any other remedy available to MGES hereunder, at law or in equity.

Upon termination of Services or your Account, your method of payment will be charged for any unbilled amounts and any other fees due hereunder.

3) CHARGING SERVICES

Host Property Restrictions

MGES Charging Stations may be located and hosted on a third party's property (such third party is referred to as a "Host"). As such, you agree to observe and obey any and all rules set by Hosts pertaining to their property and the use of MGES Charging Stations on such Host properties, including, but not limited to, general customer or visitor conduct, parking restrictions, parking time

limitations, and hours of operation. You are solely responsible for any damage, fees, penalties or loss caused by your noncompliance of any Host rules.

Support

In the event of any equipment malfunction or other technical issue with your Access Credential or a MGES Charging Station, please call xxx-xxx-xxxx or the contact number located on the MGES Charging Station. To ensure the quality of the Services, you consent to MGES monitoring and recording calls between you and MGES. We normally delete the files containing these calls every ninety days but we reserve the right to retain them. In the event of any equipment malfunction or other technical issue with an Out-of-Network Charging Station (defined below), please call the contact number located on the Out-of-Network Equipment.

Commented [DN3]: Insert number

IN THE EVENT OF AN EMERGENCY OR ANY SITUATION THREATENING SERIOUS INJURY TO PROPERTY OR HUMAN LIFE, IMMEDIATELY DIAL 9-1-1 AND FOLLOW THE INSTRUCTIONS YOU ARE GIVEN.

Authorized Charging Adapters

For your safety, MGES only permits the use of automaker-manufactured charging adapters on MGES charging stations or with MGES's charging network ("Authorized Adapters"). Authorized Adapters include 1) Tesla AC adapters for use with MGES AC chargers; 2) Tesla-manufactured, authorized, and/or endorsed adapters (e.g. the CHAdeMO adapters available at Tesla.com); and 3) any other automaker-manufactured adapter. MGES prohibits the use of all other adapters ("Unauthorized Adapters") on MGES's network and charging stations, and/or in connection with the Terms and Services identified herein. You understand, accept, and agree to fully comply with these terms. You also agree to accept all liability for any and all loss, harm, or damage experienced by you or any other party caused by your use of Unauthorized Adapters in connection with your use of MGES chargers, network, or the Terms and Services identified herein. Finally, you agree to indemnify, defend, and hold MGES harmless for any damage experienced by any party that is caused by your failure to comply with these terms.

Prohibition of Home-Built Electric Vehicles, Modified Vehicles, and Modified Chargers

MGES only allows you to use standard, industry-manufactured and recognized electric vehicles with MGES's network and charging stations, and/or in connection with the Services and these Terms. MGES prohibits the use of all home-built electric vehicles, home-built onboard chargers, and vehicles that contain personally modified chargers ("Unauthorized Vehicles and Chargers"). You understand, accept, and agree to fully comply with these terms. You also agree to accept all liability for any and all loss, harm, or damage experienced by you or any other party caused by your use of Unauthorized Vehicles and

Chargers in connection with MGES chargers, network, or with the Terms and Services identified herein. Finally, you agree to indemnify, defend, and hold MGES harmless for any damage experienced by any party that is caused by your failure to comply with these terms.

Services for Personal Use Only

Unless otherwise agreed to by MGES in signed writing, you shall not in any manner, directly or indirectly, resell or allow your Account, the Services or any MGES equipment to be used by another person or entity.

Restrictions

You agree to comply with all applicable laws and regulations when accessing or using the Services, and you may only access or use the Services for lawful purposes.

You may not use the Services (i) in any way that could cause harm, nuisance, annoyance, inconvenience, damage or adversely affect any person or MGES's reputation or property, including MGES Charging Stations, or (ii) in any way prohibited by these Terms, any supplemental terms or other MGES policies. Additionally, you may not attempt to repair, physically modify, reverse-engineer or derive source code from any MGES Charging Station. You acknowledge and agree that the manufacturer of all MGES Charging Station equipment has reserved all right, title, and interest in and to intellectual property associated with MGES Charging Station equipment and that you shall take no action that would cause, or by inaction permit, any impairment of any right, title, and interest of the manufacturer in such intellectual property and to otherwise respect the legal rights of the manufacturer.

4) WEBSITE; DRIVER PORTAL; MOBILE APP

License, Use & General Restrictions

Subject to your continued compliance with these Terms, MGES grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use MGES's website (the "Site"), driver portal ("Driver Portal"), mobile application (the "Mobile App") and related services solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Site, Driver Portal, and/or Mobile App, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by MGES.

The Driver Portal and Mobile App provide information regarding your Account and MGES Charging Stations, including MGES Charging Station locations, trip mapping, and other content and features MGES may make available, and provide you general access to utilize the Services. You are responsible for all

use of the Driver Portal and/or Mobile App under your user name and/or by use of your password.

You may provide links to the Site, provided that (i) you do not remove or obscure, by framing or otherwise, any advertisements, copyright notice, or other notices on the Site, (ii) your site does not engage in illegal or pornographic activities, and (iii) you discontinue providing links to the Site immediately upon request by MGES.

You acknowledge and agree that MGES may modify the Site, Driver Portal and/or Mobile App in any way and at any time, with or without notice. You further acknowledge and agree that, while MGES has attempted to provide accurate information on the Site, Driver Portal and/or Mobile App, such information may change frequently and in no event will MGES be responsible for the accuracy, timeliness, reliability, usefulness, or completeness of any information, materials, or other content, or that any such information, materials, or other content is the most up-to date. MGES does not represent or warrant that the Site, Driver Portal or Mobile App will be error-free, free of viruses or other harmful components.

You may not: (i) remove, obscure, or modify any copyright, trademark or other proprietary notices from any portion of the Site, Driver Portal and/or Mobile App; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site, Driver Portal, and/or Mobile App except as expressly permitted by MGES; (iii) decompile, reverse engineer, or disassemble the Site, Driver Portal, and/or Mobile App except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Site, Driver Portal, and/or Mobile App; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Site, Driver Portal, and/or Mobile App or that unduly burden or hinder the operation and/or functionality of any aspect of the Site, Driver Portal and/or Mobile App; (vi) attempt to gain unauthorized access to or impair any aspect of the Site, Driver Portal, and/or Mobile App or its related systems or networks; (vii) impersonate or attempt to impersonate us, our employees, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); or, (viii) attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site, Driver Portal, and Mobile App and the content and materials provided therein.

For more information about MGES' collection and use of Personal Information in connection with the Services, please read our Privacy Policy, located at: <https://www.mges.com/privacy-policy/>.

5) PRICING & PAYMENT

You understand that use of the Services may result in charges to you for the services or products you receive ("Charges"). Details of Services, pricing for such Services, and any supplemental terms offered by MGES (collectively, a "Plan") are located in your online Account and on the Site. Please login to your Account or visit the Site for further information on your Plan.

Pricing

Unless your Plan specifies otherwise, MGES reserves the right to establish and revise Plan pricing, including membership fees and time or usage-based rates, at any time in MGES' sole discretion. Further, you acknowledge and agree that some aspects of Plan pricing are based on certain geographical areas, and, therefore, pricing may vary according to the location of the MGES Charging Station. You may view current Plan pricing on the Mobile App and/or the Site. MGES will use reasonable efforts to inform you of material changes in Plan pricing that may apply to you, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of pricing. All Charges paid by you are final and non-refundable, unless otherwise determined by MGES.

MGES may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. If you are receiving a free trial or Promotional Program not associated with a Plan, you may be placed on a successor Plan at the end of such trial or program. Any such Plan will have no monthly fee and will provide you with access to MGES Charging Stations.

Billing & Payment

Generally MGES will charge the method of payment that you designate during the creation of subsequent modification of your Account ("Designated Payment Method") every time you initiate a charging session on an MGES Charging Station ("Session Payment"). Each Session Payment will be collected on or about the same day as the applicable charging session ("Session Payment Date"). In addition to the Session Payment, a **\$20.00 (or other nominal fee)** charge may display on the credit card used as the Designated Payment Method; provided, however, that such charge will be temporary and for authorization purposes only. Notwithstanding the foregoing, MGES may, at its sole discretion, elect to allow for Session Payments to accrue during an applicable month, in which case MGES will collect the accrued Session Payments on the last day of your Billing Period. As used herein, "Billing Period"

means each one-month period commencing on and following the date you sign up for the Services.

For any Plan with monthly membership fees (“Membership Fees”), MGES will charge your Designated Payment Method on a monthly basis on the last day of each Billing Period (“Membership Payment Date”). You will receive an email confirming your payment and an Account invoice each month. Since the Billing Period begins on the date you sign up for the Services under that Plan, if you sign up for multiple Plans with Membership Fees on different days of the month, each Plan will have its own corresponding Billing Period and Membership Payment Date.

If MGES is unable to collect payment on the Session Payment Date or Membership Payment Date (each, a “Payment Due Date”), MGES reserves the right, to be exercised in MGES’s sole discretion, to disable your access to the Services without advance notice. MGES will thereafter, from time to time in its sole discretion, initiate further charges of your designated payment method until such time as your outstanding invoice is paid in full. If MGES is unable to collect payment by the fifth day following the Payment Due Date, MGES will add to the outstanding balance a one-time late payment fee (a “Late Payment Fee”) equal to the product of (i) the outstanding invoiced amount multiplied by (ii) the lesser of (a) **five percent (5%)** or (b) the maximum rate allowed by applicable law. If MGES is unable to collect payment of the outstanding amount (including the Late Payment Fee) by the **tenth day** following the Payment Due Date, MGES may suspend your Account. If MGES is unable to collect payment of the outstanding amount (including the Late Payment Fee) by the **twenty-fifth day** following the Payment Due Date, MGES may deactivate your Account. If your Account is deactivated due to non-payment as set forth above, MGES may assess an additional fee to reactivate your Account after delinquent payment is received; provided, however, that MGES shall have sole discretion to determine whether to reactivate a deactivated account.

You understand if you have an unpaid balance to MGES and do not make satisfactory payment arrangements, your account may be placed with an external collection agency. You will be responsible for reimbursement of the fee of any collection agency, and all costs and expenses, including reasonable collection and attorney’s fees incurred during collection efforts.

In order for MGES or their designated external collection agency to service your account, and where not prohibited by applicable law, you agree that MGES and the designated external collection agency are authorized to (i) contact you by telephone at the telephone number(s) you are providing, including wireless telephone numbers, which could result in charges to you, (ii) contact you by sending text messages (message and data rates may apply) or emails, using any email address you provide and (iii) methods of contact may include using pre-recorded/artificial voice message and/or use of an

automatic dialing device, as applicable. Furthermore, you permit and consent to the designated external collection agency to share personal contact and account related information with third party vendors to communicate account related information via telephone, text, e-mail, and mail notification.

Suspension of Service

Suspension. We may suspend your account and access to the Service, with or without notice, if you violate any provision of these Terms.

The Effects of Account Suspension. Upon any suspension of your account, all Service associated with your account will be suspended or otherwise made inaccessible until and unless all issues are addressed and resolved by you, to our satisfaction, and within the time frame we specify. During any suspension of your account or any individual Service, you will not be permitted to: (i) add, upgrade, downgrade or modify any of the Service; (ii) request an emergency restoration; (iii) transfer any Service; (iv) access any of the websites, email accounts or Content associated with the suspended Service or account. You agree to hold us harmless from and against any and all claims, losses or damages arising from any suspension of your account or the individual Service.

Term; Termination

Term. These Terms shall commence upon your use of the Site or the Service and shall continue until terminated.

Termination.

We reserve the right to deactivate any accounts which have not been active for at least six (6) months.

We reserve the right to delete data in deactivated accounts.

We reserve the right to stop providing the Site or the Service to you or access to the Site at any time for any reason and without prior notice.

We reserve the right, in our sole discretion, to close your account, without prior notice, for any one or all of the following: (i) if you breach, whether intentionally or unintentionally, any of these Terms, any supplemental rules and guidelines, any of the terms and conditions of the respective service providers, or any of our rights; (ii) if we receive notice that you or your company will be or are/is subject to insolvency proceedings; (iii) upon our receipt of any third party chargeback associated with any payment method tendered as payment on your account; (iv) if we do not receive a written response from you within 48 hours of any notice sent to you by our abuse department; (v) if, in our judgment, your use of the Site or the Service has the potential to pose any harm to us, any of our affiliates, partners, service providers or customers; (vi) if your account becomes past due and is not paid

as set forth in the “Billing & Payment” section of these Terms; (vii) if a hacked script or otherwise compromised website is discovered on our systems at the Service in use by you; (viii) if an unusual spike in resource usage is detected by our systems resulting in an account far outstripping the allotted resources; (ix) if you fail to cure any suspension of your account or any individual Service, to our satisfaction, and within the time frame we specify; or (x) if, in our judgment, we have received too many complaints about your User Content (where submission of User Content is permitted). In the event of any such closure of your account, you will not be eligible for a refund of any fees and you may be prohibited from reopening your account, opening a new account or accessing any existing account. You agree that we shall not be liable, in any way, for any closure pursuant to this section of the Terms.

Upon any closure of your account: (i) these Terms and all rights granted under these Terms shall cease immediately (except those expressly surviving or which by their nature would survive); (ii) all access to the Service and your account will cease immediately; (iii) you will be billed for, and we may automatically attempt to collect from your payment method, any outstanding amount owed; and (iv) all of your data will (at our option) be deleted from our servers and backup systems and we may not have or keep backup of the data and User Content. We recommend that you run regular backups. As well, we also recommend that you ensure you have retrieved all data and User Content and made all necessary backups before submitting any request to close your account or any of the Service. You agree to hold us harmless from and against any and all claims, losses or damages arising from any closure of your account. Any and all sections in these Terms which impose obligations continuing in their nature shall survive closure or otherwise continue to remain in full force and effect even after account closure. You are not permitted to access your account or any of the Service formerly associated with your account following any closure.

Taxes

You agree that you will be solely responsible for paying all direct or indirect federal, state and local taxes, duties, levies, premiums, fees and other assessments of any kind even if MGES is required by law to collect and remit to the applicable governmental authority with respect to your use of the Services (including any charging station, if applicable) that MGES provides to you, together with all interest, penalties or other additional amounts imposed thereon, including, without limitation, any gross receipts, sales, consumption, use, value added, commercial activity or other privilege, property, road or other transportation tax or any other taxes of any kind whatsoever imposed by any governmental authority. These charges may change from time to time without advance notice. Tax exemptions for the Services will require a valid exemption certificate. Tax exemptions will not be applied retroactively.

6) COPYRIGHT & SERVICE MARKS

Deleted: How to delete your account in the Android app:🔗

The content, organization, software code, graphics, design, compilation, magnetic translation, digital conversion, and other aspects related to the design, function, performance, or operation of the Site, Driver Portal, Mobile App, and/or MGES Charging Stations are protected under applicable copyright, trademark and other proprietary intellectual property rights. The copying, redistribution, use, or publication by you of any such matters or part of such matters, except as allowed by the license granted under Section 2, is strictly prohibited. You do not acquire ownership rights to any content, document, or other materials viewed through the Site, Driver Portal or Mobile App.

“MGES”, the MGES logo, and our other brands are our service marks or registered service marks or trademarks. Some of the content, products and company names mentioned on the Site, Driver Portal and Mobile App may be copyrighted work of third parties and/or trademarks of their respective owners. Use, reference, copying or publication by you of any service marks or trademarks owned by MGES or a third party mentioned on the Site, Driver Portal, and/or Mobile App, except as allowed by the license under Section 2, is strictly prohibited.

COOPERATION WITH LAW ENFORCEMENT AND GOVERNMENT AGENCIES; REQUIRED DISCLOSURES

You acknowledge that we have the right to investigate complaints and prosecute reported violations of these Terms, including intellectual property, publicity and privacy rights infringement and website security issues, to the fullest extent of the law. We may report violations to, and involve and cooperate with law enforcement authorities, regulators, or other agencies or third parties in prosecuting users who violate these Terms. You acknowledge that we have no obligation to monitor your access to or use of the Site or the Services, but we have the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental or regulatory body.

You understand and agree that we may disclose your Personal Information, usage history, IP addresses, traffic information, or any other information relating to your Account or your use of our Site, Mobile App, or Services, if required to do so by law, regulation, regulatory agency request or order, court order, legal process, or subpoena, including to respond to any government or regulatory request (after, if permitted, giving reasonable notice to you and using commercially reasonable efforts to provide you with the opportunity to seek a protective order or the equivalent (at your expense), or if we believe that such action is necessary to (a) conform to the law, comply with legal process served on us or our affiliates or partners, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce these Terms (including for billing and collection purposes), take precautions against

liability, to investigate and defend ourselves against any third-party claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our Site; or, (c) to exercise or protect the rights, property, or the safety of us, our users or others.

7) DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

Availability

MGES shall use commercially reasonable efforts to provide continuous access to the Services and/or (ii) make available the MGES Charging Stations, in each case pursuant to these Terms. MGES does not guarantee that the Services will be accessible at all times. The Services may be unavailable during maintenance periods or during an emergency or for other reasons. In addition to normal maintenance, there may be events that will make the Service inaccessible for a limited amount of time due to unforeseen circumstances. MGES reserves the right to change your password if MGES believes it is not secure. MGES has the right to refuse access to the Services. MGES has right to cease offering the Services at any time and in MGES' sole discretion.

DISCLAIMERS

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ALL OTHER SIMILAR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED WITH RESPECT TO (I) MGES CHARGING STATIONS AND RELATED EQUIPMENT, (II) INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE, DRIVER PORTAL, OR MOBILE APP, AND (III) THE SERVICES, EXCEPT AS SET FORTH IN THESE TERMS. IN ADDITION, MGES MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR PRODUCTS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED, AVAILABLE OR OPERATIONAL AT ANY PARTICULAR LOCATION OR AT ANY PARTICULAR TIME, OR THAT THEY WILL BE ERROR-FREE OR VIRUS-FREE. FURTHER, MGES AND ITS AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE, EXCEPT AS PROVIDED BELOW.

MGES DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY, OR ABILITY OF MERCHANTS OR THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR PRODUCT REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

You are solely responsible for ensuring that your EV's battery is sufficiently charged to meet your needs and that all charging is done in accordance with

the manufacturer's recommendations regarding the type, frequency and duration of charging.

Exclusive Remedy

Your sole and exclusive remedy for any claim arising out of or relating to MGES's breach of these Terms or the terms of a Plan shall be for MGES, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense or, at MGES's election, return the fees you paid to MGES for the Services in the month during which the breach occurred, and, at MGES's option terminate the Plan generally or as to you in particular.

Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISIONS OF THE TERMS OF A PLAN TO THE CONTRARY, REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM, IN NO EVENT SHALL MGES OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE TERMS, THE TERMS OF A PLAN, ANY ERRORS IN OR OMISSIONS FROM THE SITE, DRIVER PORTAL, MOBILE APP, OR ANY SERVICES OR PRODUCTS OBTAINABLE THEREFROM, THE UNAVAILABILITY OR INTERRUPTION OF THE SITE, DRIVER PORTAL, MOBILE APP, OR ANY FEATURES THEREOF, YOUR USE OF THE SITE, DRIVER PORTAL, OR MOBILE APP, THE CONTENT CONTAINED ON THE SITE, DRIVER PORTAL, OR MOBILE APP OR ANY DELAY OR FAILURE IN PERFORMANCE BEYOND THE CONTROL OF ANY AFFILIATE, INCLUDING, BUT NOT LIMITED TO, DAMAGES THAT RESULT FROM THE PERFORMANCE OR NONPERFORMANCE OF MGES's OBLIGATIONS UNDER THESE TERMS OR THE TERMS OF A PLAN, YOUR USE OF ANY MGES EQUIPMENT, INSTALLATION OF MGES EQUIPMENT, MGES's ACTS OR OMISSIONS RELATED TO A PLAN WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW, BREACH OF CONTRACT, BREACH OF INDEMNITY PROVISIONS, BREACH OF WARRANTY OR ANY OTHER THEORY OR SOURCE WHETHER OR NOT FORESEEABLE AND EVEN IF MGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND YOU HEREBY RELEASE MGES FROM ANY SUCH EXCLUDED DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIMIT OF MGES's LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) TO YOU FOR ANY MATTER RELATED TO THESE TERMS, THE TERMS OF A PLAN, YOUR USE OF MGES EQUIPMENT, THE INSTALLATION OF MGES EQUIPMENT, THE MOBILE APP, THE DRIVER PORTAL, AND THE SITE SHALL NOT IN THE AGGREGATE EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY YOU WITH RESPECT TO THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MGES AND YOU. THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE, DRIVER PORTAL, MOBILE APP, OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS.

Indemnification

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS MGES, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AND AGENTS FROM AND AGAINST ALL THIRD-PARTY ACTIONS, CAUSES OF ACTION, CLAIMS, DEMANDS, LOSSES, COSTS, DAMAGES, DEFICIENCIES, JUDGMENTS, LIABILITIES, PENALTIES, FINES, ASSESSMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY’S FEES AND COSTS OF LITIGATION) WHICH THEY OR ANY OF THEM SUFFER OR INCUR RESULTING FROM, BY REASON OF, ARISING OUT OF OR IN CONNECTION WITH: (I) PERSONAL INJURY, BODILY INJURY, INCLUDING FATAL INJURY TO, OR LOSS OF OR DAMAGE TO THE PROPERTY OF, ANY PERSON OR ENTITY WHATSOEVER (INCLUDING THE PARTIES HERETO) ARISING OUT OF OR IN CONNECTION WITH YOUR, OR ANYONE USING YOUR ACCESS CREDENTIAL, (II) YOUR NEGLIGENT USE OF THE SERVICES, (III) ANY BREACH BY YOU OF ANY REPRESENTATION, WARRANTY, AGREEMENT, OBLIGATION, OR COVENANT MADE BY YOU TO MGES INCLUDING IN ANY PLAN, AGREEMENT, CERTIFICATE, DOCUMENT, SCHEDULE, ANNEX, OR OTHER INFORMATION RELATING TO OR DELIVERED PURSUANT HERETO, (IV) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION, OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON AGREEMENT, TORT, OR ANY OTHER THEORY, WHETHER BROUGHT BY A THIRD PARTY OR BY YOU, OR (V) YOUR USE OF THE SITE, DRIVER PORTAL, OR MOBILE APP.

8) ARBITRATION AGREEMENT

This Section 8 sets forth the terms of an arbitration agreement between you and MGES.

ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. YOU AGREE THAT NEITHER YOU NOR MGES WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY, AND EACH PARTY HEREBY WAIVES ANY RIGHT TO ASSERT CONSOLIDATED CLAIMS WITH RESPECT TO ANY DISPUTES SUBJECT TO ARBITRATION UNDER THESE TERMS OR ANY DISPUTES BETWEEN THE PARTIES. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT

OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS. ALSO, YOU AGREE THAT YOU ARE PRECLUDED FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION BROUGHT AGAINST MGES BY SOMEONE ELSE.

Agreement to Binding Arbitration Between You and MGES

You and MGES agree that any dispute, claim or controversy arising out of or relating to (a) these Terms and the Terms of any Plans or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and MGES, and not in a court of law.

You acknowledge and agree that you and MGES are each waiving the right to a trial by jury. However, you and MGES each retain the right to bring an individual action to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, breach of confidentiality, or other breach of these Terms for which equitable relief may be available.

Rules & Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at <https://adr.org/Mediation> or by calling the AAA at 1-800-778-7879. Unless both you and MGES otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement

and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of Kansas.

Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration – Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The parties agree that one (1) arbitrator shall arbitrate the dispute. The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Kansas and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

Location and Procedure

The arbitration will be conducted in Kansas City, Kansas. If either party's claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and MGES submit to the Arbitrator, unless either party requests a hearing, or the Arbitrator determines that a hearing is necessary. If a party's claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator will have no authority to award punitive damages, or any other monetary relief not measured by the prevailing party's actual damages and each party irrevocably waives any claim thereto. The award may include equitable relief. The Arbitrator will not make any ruling, finding, or award that does not otherwise conform to the Terms. The arbitrator may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Only declaratory or injunctive relief may be awarded by the Arbitrator in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. The prevailing party in arbitration will be entitled to an award of reasonable attorneys' fees and expenses, to the extent provided under applicable law or under these terms. The parties agree

to treat all aspects of the arbitration as confidential, as provided in the AAA Rules. Before making any disclosure permitted by the rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

Changes

Notwithstanding the aforementioned provisions of this Section 8 Arbitration Agreement, regarding consent to be bound by amendments to these Terms, if MGES materially changes the terms of the Arbitration Agreement after the date you first agreed to the Terms, you may reject any such change by providing MGES written notice of such rejection within 30 days of the date such change became effective. This written notice must be provided either (a) by mail addressed to MGES at 2890 Fairfax Trafficway, Kansas City, Kansas 66115 Attn: Legal Department (or current headquarters addresses), or (b) by email from the email address associated with your Account to support@mgcs.com, with the words "Attention: Legal Department" in the subject line. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and MGES in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or agreed to any subsequent changes to the Terms).

Severability and Survival

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, then: (i) the unenforceable or unlawful provision shall be severed from these Terms; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and, (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

9) OTHER PROVISIONS

Choice of Law

These Terms, your use of MGES equipment and/or the Services, the terms of your Plan, and any dispute you may have with MGES Services LLC related to the Site, Driver Portal, or Mobile App shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the state

of Kansas, except as may be otherwise provided in the above Arbitration Agreement. Where permitted under the Arbitration Agreement of Section 8, you agree to irrevocably submit in any legal proceeding relating to these Terms to a court of competent jurisdiction sitting in Kansas City, Kansas. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 8 or to any arbitrable disputes as defined therein. Instead, as described in Section 8, the Federal Arbitration Act shall apply to any such disputes.

General

These Terms, including, but not limited to, the Privacy Policy (and updates to these Terms and the Privacy Policy), and any other terms agreed to in writing by the parties or by way of your use of the Site or the Services shall constitute the entire and exclusive understanding and agreement between you and MGES regarding this subject matter, and shall supersede any and all prior or contemporaneous representations or understandings relating to this subject matter. The headings of sections and paragraphs in these Terms are for convenience only and shall not affect its interpretation. You may not assign, transfer or convey (collectively, “assign” or its variants) these Terms, in whole or in part, your Plan, or your Account, Login Credential, or password without MGES’ prior written approval MGES may assign these Terms, in whole or in part, without your consent. Any purported assignment in violation of this section shall be of no power or effect. No joint venture, partnership, employment, or agency relationship exists between you, MGES or any third-party provider as a result of these Terms, your Plan or use of the Services. If any provision of these Terms or the terms of any Plan are held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. MGES’ failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by MGES in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms. Applicable provisions of these Terms will continue in effect after termination or expiration of a Plan or Account to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. MGES’ rights under these Terms shall survive any termination of these Terms.

Communications

By creating an Account or giving us any contact information, you agree to and do hereby consent to receive mail and electronic communications (email, text/SMS and by telephone) from MGES, in addition to any postings of communications by MGES on the Site (e.g., by posting notices on your account profile page), concerning information and/or our Services (collectively, “Communications”). For account holders, Communications may be those that MGES is required to send to you by law concerning us, your Account or

information, the Site, or the Services (“Required Communications”). The Communications may also be those that MGES sends to you for other reasons. You may change the email or mobile phone number on file for your account by visiting your account profile page or by contacting MGES. You may opt out of receiving all Communications, other than Required Communications, via email by sending a notice to us that identifies your full name, user name and email address; however, you will not receive any further electronic notices from MGES (other than Required Communications), which notices may include important notices or announcements.

