

**TECHNOLOGY PURCHASE AGREEMENT
PURSUANT TO PUBLIC CONTRACT CODE SECTION 20118.2**

This Technology Purchase Agreement ("Agreement") is made and entered into as of the 13th day of May, 2026 (the "Effective Date"), by and between the **Redwood City School District** ("District" or "Client") and PowerFlex ("Vendor" or "PowerFlex"), (together, "Parties").

RECITALS

WHEREAS, Public Contract Code section 20118.2 ("Section 20118.2") authorizes procurement by competitive negotiation of technology, telecommunications, related equipment, software, and services;

WHEREAS, District's Board of Trustees made findings on August 27, 2025 determining that procurement of equipment and related non-construction services to restore functionality of District's electric vehicle chargers, complies with Section 20118.2 requirements, thereby authorizing competitive procurement of the same;

WHEREAS, District subsequently issued a Request for Proposals ("RFP") compliant with Section 20118.2 requirements and engaged in a compliant competitive procurement and evaluation of proposals received; and

WHEREAS, Vendor was identified as the best value to District, consistent with the RFP's evaluation criteria and Section 20118.2.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Products and Services.** Vendor shall furnish and deliver eight (8) LiteOn IC48A Level 2 EV Chargers and three (3) years of pre-paid PowerFlex X Software & Support Services at the Commercial Tier to District, as further identified in **Exhibit "A"** attached hereto and incorporated herein by this reference in the quantities designated therein.
2. **Term.** Vendor shall provide Products and Services under this Agreement from the Effective Date to April 22, 2029, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Vendor shall not commence the Services under this Agreement until Vendor has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

4. **Compensation.** District agrees to pay Vendor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed THIRTY-THREE THOUSAND, ONE HUNDRED SIXTY-SIX DOLLARS (\$33,166) for the Products and Services identified in **Exhibit "A"**. District shall pay Vendor according to the following terms and conditions:

- 4.1. All costs for delivery, drayage, freight, or the packing of said articles are to be borne by the Vendor. No charge for containers, packing, drayage or other purpose will be allowed over and above the prices written in the quote, unless otherwise specified.
 - 4.2. The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.
 - 4.3. **Invoices.** Invoices shall be furnished with the delivery of Products and Services and include delivery site, product name, quantity, unit size, and unit price.
 - 4.4. **Payment.** Payment shall be made within 30 days of (i) the date of acceptance of the Products and performance of Services; or (ii) receipt of an undisputed invoice, whichever is later.
5. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor represents and warrants that Vendor is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (ii) performing Services are outside the usual course of District's business; and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.
6. **Performance of Agreement.**
- 6.1. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Products as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement. Failure to furnish all items per the Agreement, in a timely manner, as specified, shall constitute unsatisfactory service.
 - 6.2. **Delivery Time.** District and Vendor shall identify a mutually agreeable delivery date and time to the Site.
 - 6.3. **Inspection of Products Furnished.** All items furnished shall be subject to inspection and rejection by District for spoilage, defects or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If a Product is rejected at time of delivery, a credit is to be issued for the Product or Vendor shall immediately remedy such defect in a manner satisfactory to District. Several notices of Products failing to meet specifications may result in contract termination. For the avoidance of doubt, the Parties agree and acknowledge that in no event shall PowerFlex X Software & Support Services be deemed to be a "Product" hereunder.

- 6.4. **Safety and Security.** It shall be the responsibility of Vendor to comply with, the District's rules and regulations pertaining to safety, security, and driving on District grounds, particularly when students are present provided such rules and regulations provided to Vendor in advance of Vendor executing this Agreement.
- 6.5. **Force Majeure.** "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure.
7. **Warranty/Quality.** Unless a longer warranty is called for or provided elsewhere, the Vendor, manufacturer, or their assigned agents shall guarantee the Product or service performed against defects or failures of materials for a minimum period of one (1) year from completion of all obligations described in **Exhibit "A."** All workmanship and merchandise must be warranted to be in compliance with applicable educational standards.
8. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Products covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents. Proof of distributor's landing cost (distributor's invoice) will be required upon request, within a 2-day period, for audit purposes only. Invoices are checked regularly.
9. **Termination.**
- 9.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination and any documented costs incurred by Vendor prior the date of the termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by

Vendor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

9.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

9.2.1. product or service that does not comply with the terms of this Agreement; or

9.2.2. material violation of this Agreement by Vendor; or

9.2.3. any act by Vendor exposing District to liability to others for personal injury or property damage; or

9.2.4. Vendor is adjudged bankrupt, Vendor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within five (5) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) calendar days cease and terminate; provided that if Vendor is then continuously and diligently pursuing a cure of such condition or violation and such cure reasonably requires additional time before such cure is completed, Vendor shall be entitled to a thirty (30) calendar day extension of the aforementioned five (5) calendar day period solely to the extent that Vendor pursues such cure with continuous and diligent efforts. In the event of this termination, District may secure the required services from another Vendor. If the expense, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Vendor shall pay the excess expense, fees, and/or costs to District upon the receipt of District's documentation of these expense, fees, and/or costs; provided that if the District secures the required services from another vendor through a process other than a competitive process, Vendor's liability with respect to such excess expense, fees, and/or costs shall in no event exceed the Liability Cap (as defined below in Section 14). The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

10. **Indemnification.** To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all third party claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement or by deliberate, willful, or criminal acts of Vendor or any of their agents, officers or employees or their performance under the terms of this Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties, provided that such acceptance shall not to be unreasonably withheld, conditioned or delayed. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

11. **Insurance.**

11.1. Vendor shall procure and maintain at all times it performs any portion of the services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Workers' Compensation Insurance	Statutory Limits

11.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Vendor, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or a form providing equivalent coverage.)

11.1.2. **Workers' Compensation.** Workers' Compensation Insurance for all of its employees performing any portion of the Services in accordance with provisions of section 3700 of the California Labor Code. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

11.2. **Proof of Insurance.** Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

11.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

11.2.2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

11.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

11.2.4. An endorsement stating that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

11.2.5. An endorsement stating that there shall be a waiver of any subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

11.2.6. All policies except Workers' Compensation shall be written on an occurrence form.

11.2.7. Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to District.

12. **Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor (including Affiliate of Vendor) without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given. "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of more than fifty percent (50%) of the voting securities or other voting interests of such Person, by contract, or otherwise.

13. **Claims.** If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Vendor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Vendor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Vendor and its subcontractors shall continue to perform the services under the Agreement and shall not cause a delay of the Services during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

14. **Limitation of Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Vendor's liability under this Agreement shall be limited to an amount equal to the sum of ONE MILLION DOLLARS (\$1,000,000) *plus* insurance proceeds actually received in connection with such claim (such amount, the "Liability Cap"). Notwithstanding any other provision of this Agreement, in no event, shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Products provided or services performed in connection with this Agreement.

15. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Products as indicated or specified. If Vendor performs any service that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

16. **Tobacco-Free Environment.** All District sites have been designated as a tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

18. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Redwood City School District
750 Bradford Street
Redwood City, CA 94063

ATTN: John R. Baker, Ed.D., Superintendent

Vendor:

PowerFlex
15445 Innovation Drive
San Diego, CA 92128
Email: notices@powerflex.com;
dov.ehrman@powerflex.com
ATTN: Legal Team

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

19. **Additional Terms.**

19.1. **License to Use PowerFlex Platform.** PowerFlex hereby grants to Client a royalty-free, non-assignable, non-transferable, and non-exclusive license to use information made available by PowerFlex to Client in accordance with the terms herein, and solely to the extent necessary for Client to access, use and receive the PowerFlex Platform as permitted herein during the Term. *Solely as and to the extent needed by PowerFlex to perform the Services*, Client hereby grants to PowerFlex a royalty-free, non-assignable, non-transferable, and non-exclusive license to use any content or services that a Client provides or makes available to Project end-users in connection with the PowerFlex Platform (including domain names, Client trademarks, logos).

19.2. **PowerFlex Branding.** PowerFlex may include PowerFlex trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations on any deliverable provided under a Work Order, including any charging stations installed as part of any Project.

19.3. **Terms of Use Applicable to End-Users.** Client's use of the proprietary cloud enabled application software including the driver application, payments processing, energy management capabilities, adaptive charging functionality and the "Axxess" web-access portal and all related data and documentation (the "PowerFlex Platform") are subject to applicable law and to PowerFlex's standard terms of use as follows:

19.3.1. **PowerFlex Platform Services Warranty.** PowerFlex shall use reasonable efforts consistent with prevailing industry standards to maintain the PowerFlex Platform and provide the Services in a manner which minimizes errors and interruptions. The PowerFlex Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by PowerFlex or by third-party providers, or because of other causes beyond PowerFlex's reasonable control, including but not limited to cellular, data network or equipment failures, but PowerFlex shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, POWERFLEX DOES NOT WARRANT THAT THE POWERFLEX PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE POWERFLEX PLATFORM OR THE ACCURACY OF THE DATA AND INFORMATION PROVIDED VIA THE POWERFLEX

PLATFORM EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE POWERFLEX PLATFORM IS PROVIDED "AS IS" AND, WITH RESPECT TO THE POWERFLEX PLATFORM, POWERFLEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE AND NON-INFRINGEMENT.

- 19.3.2. User Responsibilities; Limits on Use. User will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the PowerFlex Platform; modify, translate, or create derivative works based on the PowerFlex Platform (except to the extent expressly permitted by PowerFlex or authorized within the PowerFlex Platform); sell, resell, rent, lease or otherwise transfer the PowerFlex Platform or any data collected or maintained by PowerFlex in connection with the operation of the PowerFlex Platform to any third party; use the PowerFlex Platform for timesharing or service bureau purposes or otherwise for the benefit of a third-party; interfere with or disrupt the integrity of the PowerFlex Platform; copy, frame or mirror any part of the PowerFlex Platform, other than copying or framing on User's own intranets or otherwise solely for User's own internal business use and purposes; access or allow a third party to access the PowerFlex Platform, for any competitive purpose; upload, transmit or introduce any malicious code to the PowerFlex Platform; or remove any proprietary notices or labels.
- 19.3.3. User Covenants. User represents, covenants, and warrants that User will use the PowerFlex Platform only in compliance with all applicable laws and regulations, including but not limited to regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. User hereby agrees to indemnify and hold harmless PowerFlex against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any finding by a Court of competent jurisdiction that User has violated its responsibilities under Section 19.3.2 of this Agreement. Although PowerFlex has no obligation to monitor User's use of the PowerFlex Platform, PowerFlex may do so and may prohibit any use of the PowerFlex Platform if it believes may be (or alleged to be) in violation of the foregoing.
- 19.3.4. Internet Connectivity. If PowerFlex has procured Internet Connectivity in order to connect the separate control mechanisms for the EVSE System (the "Nexus") to the PowerFlex Platform, User shall be responsible for any damage to equipment used to provide the Internet Connectivity, unless such damage was due to the negligence of PowerFlex. User shall also be responsible for maintaining the security of the equipment used to provide the Internet Connectivity, User account, User passwords and files, and for all uses of User account or the equipment used to provide the Internet Connectivity. User shall provide to PowerFlex sufficient physical access to the applicable project site to enable PowerFlex to troubleshoot or remedy and issues with the Internet Connectivity.
- 19.3.5. Electricity Use. User represents and warrants that it has the power and authority to utilize, without restriction, the electricity connected to its EVSE System and the applicable components thereof.

- 19.3.6. Retention of Ownership. PowerFlex shall own and hold all right, title and interest in and to (a) the PowerFlex Platform, all improvements, enhancements or modifications thereto, (b) all PowerFlex marks, (c) all other PowerFlex-supplied material developed or provided by PowerFlex for User's use in connection with the PowerFlex Platform and (b) all intellectual property rights related to any of the foregoing.
- 19.3.7. Data. Notwithstanding anything to the contrary, PowerFlex shall have the right to collect and analyze data and other information relating to the System, Nexus and use thereof, electrical meters and provision, use and performance of various aspects of the PowerFlex Platform and related systems and technologies and any other data transmitted to the PowerFlex Platform (collectively, "Data"), and PowerFlex has the right to use the Data consistent with applicable law. No rights or licenses are granted except as expressly set forth herein. If the Data or any data or information provided to User in connection with User's provision of the Services contains personal information, each of PowerFlex's and User's access and use of any such shall comply with applicable law. For purposes of PowerFlex's notice obligations under the California Consumer Privacy Act, the District acknowledges PowerFlex has provided it with a link to a privacy policy posted on PowerFlex's website as of the Effective Date, available at <https://www.powerflex.com/privacy-policy>. District shall face no liability, obligation, or remedy flowing exclusively from such privacy policy.
- 19.3.8. Access. User acknowledges and agrees that PowerFlex, its affiliates and/or its designated agent may check and access and provide instructions to the Nexus or their components and may provide upgrades or supplements to such software that may be automatically downloaded to the Nexus.
- 19.3.9. License to PowerFlex. User hereby grants to PowerFlex a royalty-free, non-assignable, non-transferable, and non-exclusive license to use User trademarks, logos and domain names, and any content or services that User provides for use in connection with PowerFlex's provision of Services and or to advertise that User is using the PowerFlex Platform. PowerFlex shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the PowerFlex Platform services any suggestions, enhancement requests, recommendations or other feedback provided by User relating to the PowerFlex Platform.
- 19.3.10. PowerFlex may temporarily suspend User's access to any portion or all of the Services if: (i) PowerFlex reasonably determines that (A) there is a threat or attack on the PowerFlex Platform; (B) User's use of the PowerFlex Platform disrupts or poses a security risk to the PowerFlex Platform or to any other customer or vendor of PowerFlex; (C) User is using the PowerFlex Platform for fraudulent or illegal activities; (D) subject to applicable law, User has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PowerFlex's provision of the Services to User is prohibited by applicable law; or (ii) any vendor of PowerFlex has suspended or terminated User's access to or use of any third-party services or products required to enable User to access the Services (any such suspension described in subclause (i) or (ii) a "Service Suspension"). PowerFlex shall use commercially reasonable efforts to provide written notice of any Service Suspension to User and to provide updates regarding resumption of access to the Services following any Service Suspension. PowerFlex shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to

the Service Suspension is cured. PowerFlex will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Subscriber may incur as a result of a Service Suspension.

19.3.11. PowerFlex has the right, upon reasonable prior notice, to discontinue or sunset the PowerFlex Platform or any features or functionality thereof. End User acknowledges that PowerFlex is continually developing Updates for the PowerFlex Platform and that PowerFlex shall have sole discretion to add, remove, or modify any feature or function of the PowerFlex Platform throughout the Term and after providing reasonable written notice to End User.

19.4. **Collection of Base Fees; Transaction Energy Reimbursement Fees.** PowerFlex shall, as and only to the extent directed by Client, collect applicable Base Fees from EVSE end-users via the PowerFlex network. If any Base Fees are collected, PowerFlex shall prepare and deliver within thirty (30) days following each calendar quarter an energy reimbursement report documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter. On a quarterly basis, PowerFlex shall remit to Client all Base Fees collected from EVSE end-users during the immediately preceding calendar quarter, excluding any applicable Energy Service Surcharge amounts (if applicable) and less applicable Transaction Energy Reimbursement Fees (defined below), which PowerFlex shall withhold as its compensation hereunder (the aggregate quarterly amount net of Transaction Energy Reimbursement Fees, an "Energy Reimbursement Payment"). For the avoidance of doubt, PowerFlex shall reimburse fees collected from EVSE end-users and shall in no event be responsible for costs incurred where no fees are collected. For example, EVSE end-users may initiate a charging session but fail to claim the session or Client may occasionally refund a session to the EVSE end-user as a customer service function, resulting in a disbursement of energy without fees being charged to or collected from the EVSE end-user. Client acknowledges and agrees that Energy Reimbursement Payments may not be an exact match to energy usage for the preceding calendar quarter given energy levels required to maintain and operate EVSE. For purposes of these Terms, "Transaction Energy Reimbursement Fees" means a fee equal to 7% of Base Fees, charged by PowerFlex in exchange for PowerFlex's collection and processing of Base Fees on behalf of Client.

20. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

21. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

22. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

23. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
25. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
26. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
27. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
28. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
29. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authority and empowered to enter into this Agreement.
30. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
31. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

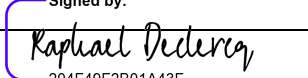
Dated: _____, 20__

Dated: 5/5/2026, 20__

Redwood City School District

PowerFlex Services, LLC

By: _____

By: 
Signed by:
204F49F2B01A43F...

Print Name: _____

Print Name: Raphael Declercq

Print Title: _____

Print Title: Chief Executive Officer

Information regarding Vendor:

License No.: _____

Employer Identification and/or
Social Security Number
86-2033168

Registration No.: _____

Address:
15445 Innovation Drive, San Diego, California 92128

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Vendor to furnish the information requested in this section.

Telephone: 833-479-7359

Facsimile: 858-357-8812

E-Mail: sales@powerflex.com _____

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: _____
 Limited Liability Company
 Other: _____

EXHIBIT A
DESCRIPTION OF PRODUCTS TO BE DELIVERED BY VENDOR

Vendor's entire Proposal is **not** made part of this Agreement.

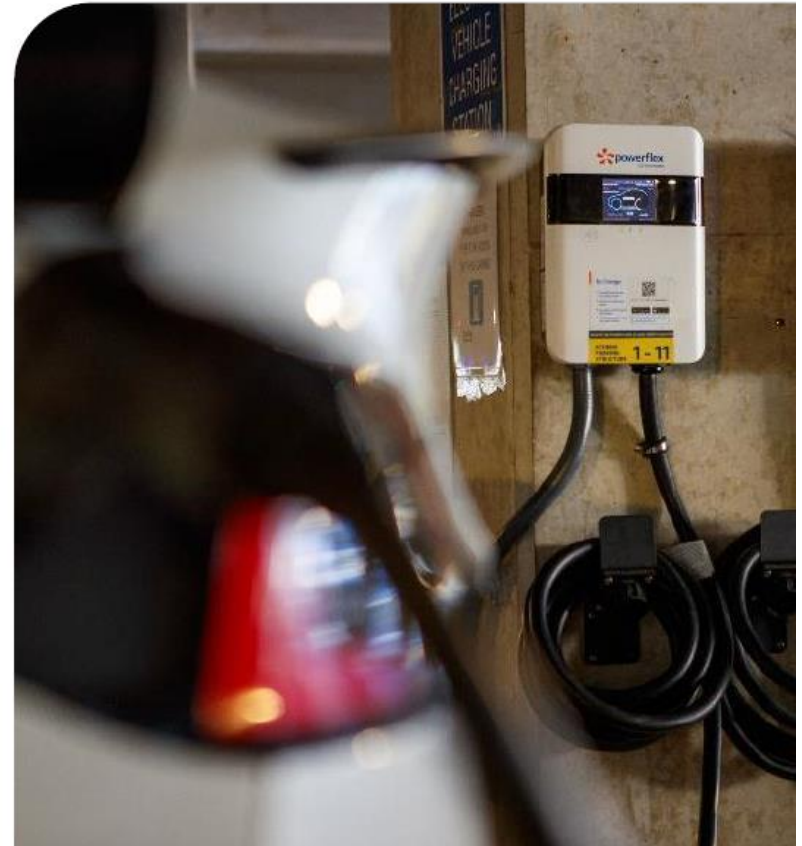
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EV Charging Proposal

Roy Cloud & Hoover

Andy Hoskinson
Associate Director
May 1, 2026





Scope of Work

SERVICES

- Commissioning
- Driver Onboarding
- Access Portal
- 24/7 Driver Support
- 3 Year Software & Support Services

EQUIPMENT

- 8 IC48 L2 EV Chargers
- 8' Pedestals with integrated cable retractors



Pricing



4



Cash Sale Option: 4 L2s

Roy Cloud

EV Charging Hardware	\$12,480	(4) LiteOn IC 48 ISO, LTE - L2 Charging Unit 18ft Cable (3) Pedestal 8' x 5" Silver with retractors
Shipping	\$219	
Sales Tax	\$1,233	Sales Tax: 9.88%
Total Project Cost	\$13,932	
Software and Support Services Total	\$3,440	(4) L2 Commercial Software & Support Subscription (\$860/port) paid upfront / annually for a 3 Year Term. Onsite O&M will be billed at Time & Materials. 7% Transaction fee to drivers.

Assumptions & Exclusions

- Refined pricing (no rebates/incentives)
- Hardware and Software & Support Services Scope
- Pricing is valid until June 30, 2026



Cash Sale Option: 4 L2s

Hoover

EV Charging Hardware	\$11,080	(4) LiteOn IC 48 ISO, LTE - L2 Charging Unit 18ft Cable (2) Pedestal 8' x 5" Silver with retractors
Shipping	\$180	
Sales Tax	\$1,095	Sales Tax: 9.88%
Total Project Cost	\$12,354	
Software and Support Services Total	\$3,440	(4) L2 Commercial Software & Support Subscription (\$860/port) paid upfront / annually for a 3 Year Term. Onsite O&M will be billed at Time & Materials. 7% Transaction fee to drivers.

Assumptions & Exclusions

- Refined pricing (no rebates/incentives)
- Hardware and Software & Support Services Scope
- Pricing is valid until June 30, 2026







Ongoing Software and Support Services



7

PowerFlex X for EV Charging




Subscription includes:

SOFTWARE & REMOTE SUPPORT	COMMERCIAL
Major Software Releases Enhancements & Upgrades	
Minor Software Releases Bug Fixes & Updates	
Critical/Security Patches	
Driver Support Call Center Hours of Availability	24/7
Offline Mode	
Support Call Center for Site Management Troubleshooting Hours of Availability	3AM–8PM PT, M-Sat
Remote Response Time after incident detection	<3 Hours



PowerFlex X for EV Charging

Subscription includes:

SITE MANAGEMENT	COMMERCIAL
Monitoring of Charger Status & System Health Via portal access	
Site Configuration Changes Response for driver pricing, user groups & power limits	7 Business Days
Charger Access Control Manage private and public access to chargers	Email Domain
Set Price based on Driver Groups * Such as employees, guests, tenants	Email Domain
Revenue Collection, Credit Card Processing & Direct Deposit Rate-based collection of driver fees	
Historical Reporting With automated report generation	

*Not applicable to EV Chargers with on-charger Point-of-sale

PowerFlex X for EV Charging

Subscription includes:

POWER MANAGEMENT	COMMERCIAL
Adaptive Load Management® Manages charging based on driver preferences	✓
Power Limits Constraints based on site limits or peak energy prices	✓



WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

END OF DOCUMENT

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement ("Agreement") between the Redwood City High School District ("District") and _____ ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

- The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]
- Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

- Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party’s Personnel who may interact with District pupils not under the immediate supervision of a pupil’s parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party’s Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party’s Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party’s Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party’s sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification” information for all Contracting Party’s Personnel throughout the duration of the Agreement. **A list of Contracting Party’s Personnel is attached hereto as Attachment A.**

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

END OF DOCUMENT