

ISS CHARGEAUTH™ SUBSCRIBER AGREEMENT

These terms and conditions (these “**Terms**”) govern your access to and use of the Services (as defined below) and is an agreement by and between INTEGRITY Security Services LLC, a Delaware limited liability company (also referred to as “**ISS**”, “**we**”, “**us**”, or “**our**”) and the entity identified on the applicable Order (“**you**” or “**your**”). These terms are incorporated into the Order and together, the Order, other terms referenced therein, and these Terms are the “**Agreement**.” This Agreement takes effect on the Effective Date of your Order (the “**Effective Date**”). Section 12 provides definitions of certain capitalized terms used in this Agreement.

1. Use of the Services.

1.1 Generally. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license, solely for Non-Resale Purposes, to use the Services: (a) to access vehicle to charge point authentication as needed; and (b) to copy and use the Documentation, ISS Content and Third-Party Content, if any, solely in connection with your permitted use of the Services.

1.2 Acceptable Use Policy. You shall be solely responsible for your actions and the actions of your employees, agents, and other users while such parties are using the Services. You acknowledge and agree:

(a) to abide by all local, state, national, and international laws and regulations applicable to your use of the Services, including without limitation the provision and storage of your information and data;

(b) not to send or store data on or to the Services which violates the rights of any individual or entity established in any jurisdiction;

(c) not to upload in any way any information or content that contains Malicious Code or data that may damage the operation of the Services or another’s computer or mobile device;

(d) not to use the Services for illegal, fraudulent, unethical or inappropriate purposes;

(e) not to interfere or disrupt networks connected to the Services or interfere with other users’ ability to access or use the Services;

(f) not to distribute, promote or transmit through the Services any unlawful, harmful, obscene, pornographic or otherwise objectionable material of any kind or nature;

(g) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability;

(h) not to access another customer’s data or otherwise interfere with another customer’s use and enjoyment of the Services or another person or entity’s use and enjoyment of similar services;

(i) not to use the Services in any manner that impairs the Services, including without limitation the servers and networks on which the Services is provided;

(j) to comply with all regulations, policies and procedures of networks connected to the Services and ISS’s service providers;

(k) to use the Services only in accordance with the Documentation; and,

(l) not to use the Services, ISS Content, or Third-Party Content to provide a competing service, or expose the same to any entity providing a competing service

1.3 Temporary Suspension; Termination. ISS may temporarily suspend your access to the Services in the event that either you (including your employees, agents, or others with access to your account) is engaged in, or ISS in good faith suspects you or such a party is engaged in, any unauthorized conduct (including, but not limited to any violation of these Terms). ISS will attempt to contact you prior to or contemporaneously with such suspension; provided, however, that ISS's exercise of the suspension rights herein shall not be conditioned upon your receipt of any notification. You agree that ISS shall not be liable to you or any other third party if ISS exercises its suspension rights as permitted by this Section. Upon determining that you have ceased the unauthorized conduct leading to the temporary suspension to ISS's reasonable satisfaction, ISS shall reinstate your access and use of the Services. Notwithstanding anything in this Section to the contrary, ISS's suspension of Services is in addition to any other remedies that ISS may have under these Terms or otherwise, including but not limited to termination of these Terms for cause.

2. Your Responsibilities.

3. Your Account. To access the Services, you must have a ChargeAuth Standard or ChargeAuth Enterprise ISS account (each as described in an Order) associated with the following valid information:

- Individual Name
- Company Name
- Physical Address street address the unlock tool resides
- email Address (for ChargeAuth Standard Only)
- Telephone
- Tool(s) (for ChargeAuth Enterprise Only); and,
- a valid form of payment.

You will only create one account per email and street address unless you are a ChargeAuth Enterprise Subscriber, in which case details will be provided in the Order. You will create a password and you are responsible for protecting your account password. Except to the extent caused solely by our material breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors and agents), and (b) we are not responsible for unauthorized access to your account.

3.1 Registration. Once you have an account, to use the Service you must register yourself and/or charge point or vehicle, as appropriate, that will be used with this Service. You will ensure that your use of the Services will not violate our Privacy Policy or any applicable law. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement or use of the Services. You are responsible for your use of the Services.

3.2 Log-In Credentials and Log-in Tokens. ISS log-in credentials and log-in tokens generated and/or issued by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person.

4. Fees and Payment.

4.1 Service Fees. We will bill you for the 12 month subscription period fees when you establish your account. We will auto renew your 12 month subscription and bill you the then current 12 month subscription period fees on each 12 month anniversary of your registration. You will pay us the applicable fees and charges for use of the Services as described on this web site using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on this web site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

4.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. You agree to pay all applicable sales, use, import, or other taxes or duties, and any other fees or withholding related to the fees payable hereunder ("**Taxes**"). You will provide such information to us as reasonably required to determine whether we are obligated to collect Taxes from you. We will not collect, and you will not pay, any Taxes for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Taxes. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

5. Term; Termination.

5.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 5. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 5.2.

5.2 Termination.

(a) **Termination for Convenience.** You may terminate this Agreement for any reason by providing us notice. We may terminate this Agreement, such termination to be effective at the end of the then current 12 month subscription period, for convenience and without cause by providing you at least 30 days' advance notice.

(b) **Termination for Cause.**

(i) **By Either Party.** Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party.

(ii) **By Us.** We may also terminate this Agreement immediately upon notice to you (A) if our relationship with a third-party partner who provides software or other technology we use to provide the Services expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (B) in order to comply with the law or requests of governmental entities. In the event of such termination, if reasonably possible, we will endeavor to effect it after your then current 12 month subscription, but in any case you understand that you will not receive a credit or a refund for the remainder of any 12 month subscription terms.

5.3 Effect of Termination. Upon the Termination Date:

(a) All your rights under this Agreement immediately terminate;

(b) All fees paid will be non-refundable;

(i) you will immediately return or, if instructed by us, destroy all ISS Content, Third-Party Content and log-in tokens in your possession; and

Sections 1.2(l), 4, 5, 6, 7, 9, 11 and 12 will survive the expiration or termination of this Agreement for any reason.

6. Proprietary Rights.

6.1 Your Content; Ownership; Limited License. License to ISS. You grant ISS a non-exclusive, world-wide, royalty-free license to use Customer Data for purposes of offering the Platform and performing the Services set forth in this Agreement. You will be responsible for obtaining all rights, permissions, and authorizations to provide the Customer Data to ISS for use as contemplated under this Agreement. Except for the limited license granted in this Section, nothing contained in this Agreement will be construed as granting ISS any right, title, or interest in the Customer Data. Customer Data shall be deemed Customer Confidential Information. Notwithstanding the foregoing, you hereby grants ISS a non-exclusive, perpetual, royalty free license to use Aggregate Data (as defined below) for the purpose of further developing and optimizing the Platform, including through the development of new and/or expanded features and functionality. For the purposes of this Section 6.1, “**Aggregate Data**” means Customer Data that is combined with other similar data of other Customers. Aggregate Data shall not include (directly or by inference) any information identifying you or any identifiable client or individual.

6.2 Reservation of Rights. We or our licensors own all right, title, and interest in and to the Services, the ISS Content, and Third-Party Content and all related technology and Intellectual Property Rights. Except as expressly provided in this Agreement, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Services, including any related Intellectual Property Rights.

6.3 Logo License. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license solely to use our logo (ChargeAuth) in accordance with our logo usage guidelines found at www.ghsiss.com/logo to inform the public and promote your usage of the Services solely while you are under a then current 12 month subscription. You shall not register or attempt to register any confusingly similar Trademarks, in any jurisdiction, without our prior written consent, which may be withheld for any reason or no reason. You will inform us if You become aware of any Trademarks that are confusingly similar to our Trademarks and logos. You will not misrepresent or embellish the relationship between us and you. You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

6.4 Suggestions. If you provide any Suggestions to us, we will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

7. Indemnification. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your use of the Services, the ISS Content, and Third-Party Content (including any activities under your ISS account and use by your employees, representatives, contractors and personnel (collectively, “**Representatives**”), whether or not they had a right to use the same); or (b) breach of this Agreement or violation of applicable law by you or your Representatives. You will reimburse us for reasonable attorneys’ fees, as well as our employees’ and contractors’ time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims above at our then-current hourly rates.

8. Disclaimers. THE SERVICES, THE ISS CONTENT, AND THIRD-PARTY CONTENT ARE PROVIDED “**AS IS.**” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SAME, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SAME WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT THE SAME WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

9. Limitations of Liability. WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, THE ISS CONTENT, AND THIRD-PARTY CONTENT, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SAME, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SAME, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SAME FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SAME; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 9 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. Modifications to the Agreement. We may modify this Agreement (including our Privacy Policy and logo usage guidelines) at any time. If we believe the changes are material we will post a revised version on the ISS ChargeAuth Site or otherwise notifying you in accordance with Section 11.10. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the ISS ChargeAuth Site regularly for modifications to this Agreement.

11. Miscellaneous.

11.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 11.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for ISS as a party to this Agreement and ISS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

11.2 Entire Agreement. This Agreement incorporates the Order, Privacy Policy, logo usage guidelines, and the applicable terms of the Services that linked you to this Agreement by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, or related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in the Privacy Policy logo, usage guidelines, or the applicable terms of the Services that linked you to this Agreement, the terms contained in this document will control.

11.3 Force Majeure. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other

telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

11.4 Governing Law. This Agreement, and all of its provisions, shall be deemed to have been made in the State of California and the validity, construction, interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws provisions. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

11.5 Disputes. With the exception of an action primarily seeking injunctive relief, any dispute, controversy or claim arising out of or relating to this Agreement, the subject matter thereof, or the breach thereof shall be settled by binding arbitration in Orange County, California, in accordance with the Commercial Arbitration Rules then prevailing of the American Arbitration Association. Judgment upon any award made in an arbitration may be entered and enforced in any court of competent jurisdiction. Except as set forth in the previous sentence, any judicial action taken by either party against the other in connection with any dispute or arbitration under this Agreement shall be brought in Orange County, California, in a State or Federal court having jurisdiction of the subject matter of the action; unless jurisdiction cannot there be obtained over, or venue is not there proper as to, an indispensable third party. Both parties expressly consent to the exercise of jurisdiction over them in the courts set forth in the previous sentence, as appropriate, by any court of competent jurisdiction and waive any rights they may have to have the action tried or determined in a different venue. The prevailing party in any arbitration or judicial action brought by one party against the other arising out of or related to this Agreement shall be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorneys' fees, costs and expenses incurred in such action.

11.6 Export. In connection with this Agreement, you agree to comply with any and all applicable laws, including but not limited to export laws, regulations, orders and other rulings or decrees of the United States and any applicable jurisdictions. You agree that you shall not, and shall not allow third parties to, supply the Services, the ISS Content, and Third-Party Content to a unit or agency of the United States government or any other government without prior written authorization by ISS, and then only pursuant to terms set forth by ISS.

11.7 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

11.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

11.9 Confidentiality and Publicity. You shall maintain the Services, the ISS Content, and Third-Party Content, all methods, algorithms and concepts utilized therein, technical and non-technical information and documentation related thereto, patent, copyright, trademark, trade secret, proprietary information, intellectual property, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, design details and specifications, architecture, and information of ISS or its licensors or suppliers or and any information related thereto (hereinafter "**Confidential Information**") in confidence as follows:

(a) You shall reproduce and include copyright and proprietary rights notices on all copies of the Confidential Information in the same form and manner that such copyright and proprietary notices are included on the Confidential Information.

(b) You agree to maintain the Confidential Information in secure premises to prevent any unauthorized person from gaining access thereto.

(c) You agree not to disclose the Confidential Information to any person or entity, except to employees of you to whom such disclosure is necessary to permit You to exercise its rights hereunder. You shall advise each employee to whom such disclosure is made of the need to maintain the Confidential Information in confidence and shall entered a confidentiality agreement with employee to protect third party confidential information.

(d) You warrant that all individuals having access to the Confidential Information will observe and perform the covenants set forth in this “**Confidentiality and Publicity**” section.

(e) You shall give ISS written notice of any unauthorized disclosure or use of the Confidential Information as soon as you learn or becomes aware of it. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Services.

(f) The obligations under this Section 11.9 shall terminate three (3) years following expiration or termination of this Agreement (except with regard to trade secrets, which shall remain confidential for so long as the information remains protected as a trade secret).

11.10 Notice.

(a) **To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on the ISS ChargeAuth Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the ISS ChargeAuth Site will be effective upon posting and notices we provide by email will be effective when we send the email, unless another date is set forth in such notice. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) **To Us.** To give us notice under this Agreement, you must contact ISS by personal delivery, overnight courier or registered or certified mail (all with signature required) to the mailing address, as applicable, specified in the Contact Section 12 below. We may update the address for notices to us by posting a notice on the ISS ChargeAuth Site. Notices shall be deemed effective upon our receipt.

11.11 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

11.12 U.S. Government Rights. The Services, the ISS Content, and Third-Party Content are provided to the U.S. Government solely under the terms of this Agreement. If you are using the same on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the same.

11.13 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

11.14 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

11.15 Third Party Software and Service Providers. To facilitate the function of certain areas of the Services, we may license software, tools and services from third party providers. At any time and from time to time, we may revise these Terms as requested by our third party providers and require that you agree to additional pass-through terms and conditions with respect to such third party providers. In the event that any use of the services of such third party provider results in you leaving our Services and entering the site

of a third party provider, then you will be subject to the terms of service or use and privacy policy of such third party provider, so please review such terms carefully.

11.16 Information From Third Party Sites. By accessing and using the Services, you expressly authorize and direct us, on your behalf, to electronically retrieve information maintained by third party sites. We do not review third party data for accuracy, legality or non-infringement. We are not responsible for and cannot guarantee the accuracy or timeliness of the third party data we retrieve on your behalf directly from third party technology or data providers.

11.17 Data Integrity. We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalized settings or other service interruptions. We assume no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalized settings.

11.18 Authority. By entering this Agreement, you represent and warrant to ISS that you are over the age of majority in the jurisdiction in which you reside, that you have authority to bind the entity or persons name in each Order, to grant the rights and licenses provided herein, and that by entering into this Agreement you are not in violation of any previous agreement between you and any third party.

12. Definitions.

“Contact” is:

ISS ChargeAuth Administrator
INTEGRITY Security Services, LLC
c/o
7585 Irvine Center Dr. Suite 250
Irvine, CA 92618
Phone: (949) 756-0690
Fax: (949) 756-0691
Email: ChargeAuthadministrator@ghsiss.com

“Content” means content, software (including machine images, IDs), data, text, audio, video or images) made available to you via the ISS ChargeAuth Site or via the Services.

“Customer Data” means the data and other information input by you (including your employees, agents, or others you provide access to your account) into the Services or otherwise provided to ISS.

“Documentation” means the printed, paper, electronic or online user instructions and help files made available by ISS for use with the Services, as may be updated from time to time by ISS.

“Intellectual Property Rights” means all Intellectual Property Rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

“ISS Content” means (a) content we or any of our affiliates make available in connection with the Services or on the ISS ChargeAuth Site to allow access to and use of the Services, including application programming interfaces (APIs); Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel) and (b) trademarks, logos, trade names, service marks, and trade identities of various parties, including those of ISS (collectively, **“Trademarks”**).

“ISS ChargeAuth Site” means www.ChargeAuth.com, and associated sub-domains (and any successor or related site designated by us), as may be updated by us from time to time.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Non-Resale Purposes” means (a) use within and for the benefit of your organization and (b) use in connection with persons who are also authorized users of the Services, even if they are part of a different organization. It does not include use of the Services for Resale Purposes. **“Resale Purposes”** means distribution of self-hosted platforms to third parties outside your organization (and who are not otherwise authorized users of the Services), or use of the Services to provide services for, to process information, or to generate output data, for the direct benefit of, or for purposes of rendering services to, any business entities or organizations, such as is done by service bureaus, data processing organizations or similar organizations.

“Open-Source Software” means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that approved by the Open Source Initiative (www.opensource.org).

“Order” means the order for products and services, including the Services, purchased from ISS and agreed to by you from time to time.

“Losses” means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).

“Privacy Policy” means our privacy policy located at www.ghsiss.com/policy-policy (and any successor or related locations designated by us), as it may be updated by us from time to time.

“Services” means each of the services made available by us or our affiliates, including those services described in an Order.

“Suggestions” means all suggested improvements to the Services that you provide to us.

“Term” means the term of this Agreement described in Section 5.1.

“Termination Date” means the effective date of termination provided in accordance with Section 6, in a notice from one party to the other.

“Third-Party Content” means Content made available to you by any third party on the ISS ChargeAuth Site, such as charge point or vehicle data in conjunction with the Services.