



### **UTM Terms and Conditions:**

UTM ELECTRIC VEHICLE CHARGING AGREEMENT The University of Toronto Mississauga ("UTM") has installed and owns electric charging stations on its campus (the "Charging Stations"). Such Charging Stations are available for use by valid UTM parking permit holders who drive electric plug-in vehicles ("Charging Station User") to campus, to charge their plug-in vehicles ("Plug-in Vehicle"), subject to obtaining access to the Charging Stations from the University. Vehicles may only be parked in the EV Charging spaces while actively charging. UTM and the Charging Station User agree as follows:

1. **Charging Stations.** In exchange for the Charging Station User's agreement to comply with the terms of this Agreement and to use the Charging Stations in conformance with any policies and rules promulgated by UTM, as well as all applicable laws and regulations, UTM authorizes the Charging Station User to participate in the Charging Program. The Charging Station User will use the Charging Stations in a safe and appropriate manner and only for charging the Plug-In Vehicle. The Charging Station User will not damage, abuse, or misuse a Charging Station.
2. **Information and Energy Data.** In order for UTM to evaluate the Charging Program and Charging Station use patterns, the Charging Station User will allow UTM to access and acquire information and energy data related to the Plug-in Vehicle. This information and energy data may come from the Charging Stations, the Plug-in Vehicle, or other sources as they become available, including a Third-Party Vendor.
3. **Indemnification.** The Charging Station User hereby agrees to indemnify and hold UTM, its officers, agents, employees, and governing council ("Indemnitees") harmless from any and all damages, expenses, and costs, including attorneys' fees, for any loss, damage, or injury to persons or property arising from or related to the Charging Station User's use of the Charging Station or otherwise for the Charging Station User's negligence or misconduct.
4. **Limitation of Liability.** THE CHARGING STATION USER EXPRESSLY AGREES THAT IN NO EVENT SHALL UTM BE LIABLE TO THE CHARGING STATION USER, REGARDLESS OF LEGAL THEORY ALLEGED, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, REMOTE, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO VEHICLE, DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF UTM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE OR PERFORMANCE OF THE CHARGING STATION. To the maximum extent allowed by law, the Charging Station User agrees to, and hereby does, release the Indemnitees from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use of the Charging Stations. The Charging Station User's sole and exclusive remedy against Indemnitees will be that UTM will make any repairs at UTM's expense that UTM deems necessary in the event UTM receives notice from a Charging Station User that a Charging Station does not operate properly
5. **Disclaimer.** THE CHARGING STATION USER'S USE OF THE CHARGING STATIONS IS AT THE CHARGING STATION USER'S OWN RISK. UTM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY

KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, UTM MAKES NO WARRANTY THAT (i) THE CHARGING STATION WILL MEET THE CHARGING STATION USER'S REQUIREMENTS OR EXPECTATIONS, OR (ii) THE OPERATION OF THE CHARGING STATION WILL BE SECURE OR ERROR FREE.

6. Governing Law. This Agreement constitutes the entire agreement between UTM and the Charging Station User and supersedes any representations, warranties, or agreements (whether written or oral) made or entered into between the parties relating to this Agreement. This Agreement shall be governed by the laws of the Province of Ontario. The parties agree that in the event of any dispute under this Agreement that requires litigation, the exclusive venue for such litigation shall be the provincial and federal courts located in the Province of Ontario, with jurisdiction over the subject matter of such litigation.