

CONSULTANT: Gateway International 360, LLC  
CONTACT PERSON: Harper Zarker  
ADDRESS: 125 Rickey Blvd., Unit 518  
Bear, DE 19701  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 47-3786678  
TELEPHONE/FAX NUMBER: 302-250-4990  
COUNTY DEPT: Facilities and Fleet  
DEPT. CONTACT PERSON: Shawn Weeks  
TELEPHONE/FAX NUMBER: 425-388-6651  
PROJECT: EV Charging Hardware and Software  
AMOUNT: \$1,000,000  
FUND SOURCE: 502 5188606402  
CONTRACT DURATION: Contract Execution  
through June 31, 2030  
unless extended or renewed pursuant to  
section 2 hereof

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Gateway International 360 a Delaware limited liability company (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide the County with Electric Vehicle Supply Equipment (EVSE) and Charge Management Software (CMS). The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County [RFP No. 23-0328RB-S], Electric Vehicle Supply Equipment and related Services Cost Proposal (Schedule C).

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Contract Execution (the “Effective Date”) and shall terminate on June 31, 2030, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to Two (2) additional five (5) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than June 31, 2030, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2025 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

2. Compensation.

A. Services. The County will pay the Contractor for services as and when set forth in SOW “Schedule A” and Cost Proposal “Schedule C”, which is attached hereto and by this reference made a part of this Agreement.

B. Overhead and Expenses. The Contractor’s compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of this Agreement.

C. Invoices. Upon completion of the work, the Contractor shall submit a properly executed invoice to the County indicating that all of the work has been performed and the amount of the flat fee due from the County. The invoice shall include an itemization of any reimbursable expenses incurred by the Contractor in performing the work, together with reasonable documentation substantiating such expenses, all in accordance with this Section 2 and Schedule C. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

D. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpaybles@snoco.org](mailto:SnocoEpaybles@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment

by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

E. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$1,000,000 for the initial term of this Agreement.

3. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor’s obligations under this Agreement (the “Contractor personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law. (See attached SOW)

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers’ compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefore, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

4. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

5. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Shawn Weeks  
Title: Special Projects Coordinator  
Department: Facilities and Fleet  
Telephone: (425) 388-6651  
Email: shawn.weeks@snoco.org

7. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable and after completion as well as provide Gateway International 360 LLC a notification of completion. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

8. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

9. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

10. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind,

delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

11. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable. (Certificate of Insurances Schedule B)

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

ii. Employers' Liability or "Stop Gap" coverage: \$1,000,000

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. n/a

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

12. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

13. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

14. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

15. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

16. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

17. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

18. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement



(collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

19. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

20. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

C. The County may terminate this Agreement upon two (2) business days’ written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

21. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Facilities and Fleet
	3402 McDougall Ave
	Everett, Washington 98201
	Attention: Shawn Weeks

Special Projects Coordinator

and to: Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention: Purchasing Manager

If to the Contractor: Gateway International 360, LLC  
125 Rickey Blvd, Box 518  
Bear Delaware 1701  
Attention: Harper Zarker

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

22. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

23. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

24. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

25. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

26. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

27. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

28. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

29. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

30. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

31. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

\_\_\_\_\_  
County Executive      Ken Klein      Date  
                                 Executive Director

Approved as to insurance  
and indemnification provisions:

\_\_\_\_\_  
Risk Management      Date

Approved as to form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney      Date

Gateway International 360, LLC

\_\_\_\_\_  
Harper Zurek Jr.      Date  
President

Approved as to form only:

\_\_\_\_\_  
Legal Counsel to the Contractor      Date



# Gateway International 360 LLC Statement of Work (SOW) for Purchasing of Hardware & Network Operation and Management Software

## **Project Overview and Objectives:**

### **Overview:**

Gateway International 360 LLC (GWI360) and Snohomish County are entering into a contract to provide Electric Vehicle Supply Equipment (EVSE) and Charge Management Software (CMS) based on RFP-S 23-0328RB-S. All work performed under this contract shall be subject to the review and approval of the designated Snohomish County project manager.

GWI360 will furnish all necessary hardware, software, and services to support the deployment of both Level 2 and Level 3 EVSE infrastructure. This includes, but is not limited to, charging stations, switchgear, electrical panels, mounting hardware, CMS, initial training, and ongoing technical support. For depot charging projects, Atom Power charging stations are the preferred brand and will be prioritized where feasible. For other charging needs, GWI360 will provide chargers tailored to specific site requirements and operational use cases.

As an intermediary reseller, GWI360 may procure EVSE and associated components from multiple qualified manufacturers. All equipment provided must meet the specifications outlined in the RFP and be approved by the County project manager to ensure compatibility, performance, and long-term support.

GWI360 will also collaborate closely with Snohomish County's designated subcontractors—including electrical engineering, construction, and other relevant trades—to ensure coordinated installation, integration, and commissioning of all EVSE systems.

### **Initial Project Description:**

- GWI360 will provide level two charging equipment, CMS software, communication, commissioning, and post-installation service and support to Snohomish County Fleet Services for two projects:
  - 40 ports at the Main Campus Location. (20 - Dual port wall box, see specification attached)
    - Address: 3000 Rockefeller Ave, Everett, WA 98201
    - Equipment: Atom Power E50 Series (AEV-48WB-D)
  - 20 Port at Cathcart Way Operations Center. (10 - Dual port pedestal, See Specification attached)
    - Address: 8915 Cathcart Way, Snohomish, WA 98296
    - Equipment: Atom Power E50 Series (AEV-48CMPED-D)
- GWI360 team will work directly with the County, the County's subcontractor, and the engineer by providing technical documentation and support related to the supplied EVSE infrastructure solutions.
- GWI360 team will provide Commissioning and Integration, Training for Fleet personnel, Fleet Software, Energy Management Software, Usage Software, and ongoing Back End Support & Maintenance of the EVSE infrastructure. The equipment comes with a two-year warranty (parts only) with the option of an additional 3 years for a fee.
- GWI360 will assist the County's representatives to bring the equipment online, including verification of installation, support power on the panels and chargers, configure communications, set up software, and provide access to the designated county personnel under our commissioning process, as required. GWI360 will also conduct a pre-commissioning and pre-construction meeting to align with the design and contracting firm completing the installation of the equipment for each project as required.

### **Goals and Objectives:**

- GWI360 shall complete the work according to the following project timeline (after contract execution deposit received):
  - Total Project Timeline: 12 weeks

## Schedule A Statement of Work

- Submittal Package Development: 1 Week (*Responsible: Gateway*)
- Submittal Package and Design Approval: 1 Week (*Responsible: Snohomish County*)
- Equipment Production + Delivery: 6 weeks (*Responsible: Gateway*)
- Construction: TBD (*Responsible: Snohomish County*)
- Commissioning: 1 Week (*Responsible: Gateway*)
- Software and Training Setup: 2 weeks (*Responsible: Gateway*)

**Note: Final timeline to be agreed by County project manager for each instance based on site design, construction timeline, installation compliance with OEM requirements, permitting/AHJ's, and other key factors associated with installation of EVSE. GWI360 will work in close collaboration with the Electrical Contractor to meet the requirements of the Construction responsibilities and the Gateway to assist.**

### **Scope of Service:**

GWI360 will provide the County with commissioning and integration, training for fleet personnel, fleet software, energy management software, usage software, and ongoing support & maintenance of the EVSE infrastructure. The equipment will come with a two-year warranty (parts only), with the option of an additional 3-year fee.

### **Network Operations and Management:**

GWI360 will provide Fleet and Usage Software, as well as Energy Management System and Usage Software, (Schedule A, Attachment E) to effectively manage the County's charging infrastructure. This will allow the county to oversee, set policy, and run through charging infrastructure operations. In addition, Gateway will be able to view and monitor the charging infrastructure remotely. Included in the scope of services will be the communication needed, an LTE modem, as an uplink connection between the hardware on-site and the Charge Management Software (CMS). The following features are required to establish and manage a centralized EVSE Network and EMS for Fleet and Usage Software:

- 24/7 network monitoring through the Gateway/ Integra Energy software platform,
- Charger access control for fleet vs. public use (RFID, QR code, mobile app)
- Secure payment processing via PCI-compliant gateways (credit card, app, contactless)
- Data analytics and reporting dashboards for usage, CO<sub>2</sub> reductions, uptime, and maintenance
- Over-the-air (OTA) software updates to ensure system scalability and compliance
- Customer support for drivers and administrators via a dedicated support line and email
- Dynamic load balancing and demand response
- Secure integration with utility programs and regulatory systems
- Comprehensive reporting for both fleet and public usage
- **AI Chatbot for Initial Triage:** The mobile app and web portal feature an AI-powered chatbot that handles common questions instantly—such as how to start a session, payment troubleshooting, or checking charger availability. This allows many issues to be resolved in seconds without needing to wait for a live agent.
- **Smart Routing:** If the AI cannot resolve the issue, it intelligently escalates the conversation to a live agent with the relevant context already provided, minimizing repetition for the user and speeding up resolution.
- **Proactive AI Monitoring:** The backend system includes AI-based diagnostics that monitor charger health in real time. When a charger malfunctions, the system can often self-diagnose the issue or flag it for remote or on-site intervention before the driver even calls.

### **Energy Management:**

As described in the data sheet (Schedule A, Attachment C), the GWI360 team and the County will work in close collaboration to set up the best EMS profile. EMS will be set up by the commissioning personnel of Gateway/Atom Power. In addition, we will limit the accessibility of changes in energy management profile to qualified personnel only, in compliance with 2023 National Electrical Code (NEC) Article 750.30(C)(3)(5). Further compliance with 2023 NEC requirements around EMS is as follows:

- 625.42(A) - The EMS shall be permitted to be integral to one piece of equipment or integral to a listed system consisting of more than one piece of equipment.
- 625.42(B) - EVSE with restricted access to an ampere adjusting means complying with 750.30(C) shall be permitted.

## Schedule A Statement of Work

- 750.30(C) - An energy management system shall not cause a branch circuit, feeder, or service to be overloaded.
- 220.70 - If an energy management system (EMS) is used to limit the current to a feeder or service under 750.30, a single value equal to the maximum ampere setpoint of the EMS shall be permitted to be used in load calculations for the feeder or service. The setpoint value of the EMS shall be considered a continuous load for load calculations.

### **Maintenance and Support:**

GW1360 will provide service and support via a four-tier support model in the event of field issues. Below is a summary of the process:

- Tier 1 - Initial troubleshooting completed by County Site Personnel following 1 to 10-step process. (within 24 hours)
- Tier 2 - Technical support from Gateway/Atom Power brought in to remote troubleshoot using hardware, firmware, and software engineers (within 24 hours)
- Tier 3 - After all remote remediation steps, the local technician will be dispatched to resolve (up to one week based on event)
- Tier 4 - This is categorized as tickets that require unit or system replacement related to a warranty claim or known equipment failure. This will be classified into two groups: impact on operations and no impact on operations. We will determine the availability of parts and provide ETA to repair

GW1360 team will provide full-service maintenance and technical support, including:

- Preventative Maintenance (annual site checkups, firmware health checks, cable condition checks)
- Responsive Repairs (remote diagnostics with onsite dispatch if needed within SLA terms)
- Software Maintenance (bug fixes, firmware releases, security patching)
- Support Access:
  - 24/7 remote monitoring and alerting
  - Business-hours email/phone support for admin users
  - Escalation protocol for Level 1, 2, and 3 support issues

Warranty and maintenance coverage are included for the term of the contract, with optional renewals available.

- Response time, repair time, and spare parts management to be agreed with the County
- Driver support will be offered for public applications, including calls, email, and text support

### **Training:**

Providing training to relevant personnel on the operation and maintenance of the charging equipment.

GW1360 team will supply a comprehensive suite of training resources for both administrators and end-users, including:

- User manuals for Level 2 and Level 3 chargers
- Quick start guides for public users
- System operation manuals for County fleet and IT personnel
- Step-by-step training guides for EMS dashboards and reporting
- Access to recorded virtual training sessions and optional live refreshers

### **Technical Specifications:**

GW1360 team E50 Series Charging solution. We have included the technical specifications and support documentation in the following documents:

- E50 Series Datasheet (Schedule A, Attachment C)
- Installation manuals available upon request
- Detailed requirements for the charging stations, including voltage, amperage, connector type, and any relevant standards (e.g., [SAE J1772](#), [CCS](#)), are detailed in the specification sheets and manuals

## Schedule A Statement of Work

### **Regulatory Compliance:**

Gateway International 360 Team will adhere to all applicable local, state, and federal regulations throughout the deployment and operation of Snohomish County's EV charging infrastructure. This includes, but is not limited to:

Electrical Code Compliance: All equipment and installations meet the requirements of the National Electrical Code (NEC) Article 625, UL-listed standards (UL 2594, UL 2231), and are compatible with ADA accessibility guidelines.

Permitting Requirements: While the County's electrical contractor is managing installation, we will support their team with all necessary technical documentation, spec sheets, and site layout drawings to streamline permitting through local authorities having jurisdiction (AHJs).

Environmental Standards: Equipment is certified for outdoor use (NEMA 3R minimum), manufactured to comply with RoHS standards, and packaged to minimize ecological impact. No hazardous materials are used or generated by the EVSE systems.

Emissions & Reporting: Our software platform supports state and federal GHG reporting requirements, including CO<sub>2</sub> reduction tracking, energy consumption, and time-of-use performance for utility reporting and ESG initiatives.

The GWI60 team will continue to monitor applicable regulatory changes and ensure all the equipment and software deployed remain compliant throughout the life of the contract.

### **Cost Breakdown:**

GW TEAM Scope (Schedule C)\_

- L2 Hardware
- Communication
- Energy Management
- Service & Support
- Software
- Software Commissioning and Setup
- Training

### **Payment Schedule**

TERMS and CONDITIONS OF SALES:

Shipping Terms: FOB Origin

Delivery: 11/30/25

Payment Terms/ACH: Balance due 30 days from the date of delivery

Terms & Conditions: See attachment

End User License Agreement: [End User License Agreement | Atom Power](#) (Schedule A, Attachment E)

Warranty Terms included, see attachment

Term Length and Effective Date: 5 Years from Date of shipment (Schedule A, Attachment D)

Design and/or field services are included at the rates and terms as shown in *Attachment "A"*. For any support provided, Atom Power reserves the right to invoice the customer for time, material, and service provided based on the attached rates. Atom Power, at its sole discretion, will classify support as "warranty" and "non-warranty" and invoice based on this.

Cancellation Policy: Upon Customer's cancellation of the signed Agreement, Atom reserves the right to charge Customer a restocking fee of 50% of the value of canceled Products.

Tax: Solution price does not include any federal, state, or local taxes. Taxes will be assessed at the time of invoice based on local, state, and federal tax codes.

### **FURTHER CLARIFICATIONS:**

- Installation work, Civil work, Engineer and Design work, Foundation work, Feeder wire,



## Schedule A Statement of Work

Primary wiring (from the grid to Power Cabinet), and Piping work not included  
Any modification for optional functions for hardware or software other than those listed in this quotation not included

OCPD testing or integration not included

In the event of any unforeseen economic changes or material increases, including tariffs beyond the control of either party, adjustments may be requested in the form of a change order request to meet reasonable increases to offset changes in project cost. Pre-purchase of commodity items is available at the client's request. Payment terms are subject to change.

Any delays due to core supply chain disruptions beyond a reasonable course of business are excluded.

Any increase in duration resulting from this will be added to the overall timeline of the project and added as a change order. Contractor shall not be entitled to additional payment for such delay.

Schedule A  
Statement of Work

## Schedule A, Attachment “A” 2025-2026 Services Rate Schedule

Specialist	Description	Per Hour Rates		
		Standard <sup>1</sup>	After-Standard <sup>2</sup>	Weekend/ Holiday <sup>3</sup>
GW1360 TEAM Support	Assists in pre-construction analysis. Performs onsite troubleshooting, repairs, maintenance, customer and contractor assistance to restore operational service.	\$253.00	\$279.00	\$325.00

- A. Any additional supplies/consumable costs and incidentals (including travel expenses incurred) not detailed/included in the Scope of Work are subject to reimbursement at cost plus 30% unless otherwise agreed in advance and writing.
- B. Hourly time captured and charged is based on one-hour increments.
- C. Minimum fee for onsite field services (beyond warranty) is \$700.00.
- D. Work requested outside of the standard working hours and not stated in the Scope of Work may be subject to reimbursement at an increased fee. Summary of Working Hour Definitions:
  1. Standard working hours: Monday-Friday between the hours of 6:00 AM and 5:59 PM and not on company holidays.
  2. After-Standard working hours: Monday-Friday between the hours of 6:00 PM and 5:59 AM Friday, and not on company holidays
  3. Weekend working hours: Between the hours of 6:00 PM Friday and 6:00 AM Monday.
  4. Holiday working hours: Any hours worked during the 24 hours of the following company-recognized holidays:
    - i. New Year’s Day (and/or observed day)
    - ii. Memorial Day
    - iii. Labor Day
    - iv. Thanksgiving Day and following Friday
    - v. Independence Day (and/or observed day)
    - Christmas Day (and/or observed day)
- E. Any travel not included in the Scope of Work is subject to reimbursement at cost plus 30% unless otherwise agreed in advance and writing. The following allowances for travel shall apply:
  1. Travel time shall be applied at the standard working hourly rate for locations outside of a 50-mile radius from Charlotte, NC city center.
  2. Mileage on company or employee-owned vehicles shall be applied at IRS published rates when traveling outside of the 50-mile radius from Charlotte, NC, city center.
  3. Extended/overnight travel planned in the Scope of Work is budgeted as follows:
    - i. High Speed travel (air/train/etc) & rental rates directly apply at cost plus 30% if not already procured by the customer.
    - ii. Lodging shall be reimbursed at a rate of \$350 per person, per night if not already procured by the customer.
    - iii. Meals shall be reimbursed at a rate of \$150 per day per person.

Schedule A  
Statement of Work

Schedule A, Attachment "B"

**TERMS & CONDITIONS FOR GATEWAY  
INTERNATIONAL 360 FOR SHIPMENTS WITHIN  
THE UNITED STATES & CANADA**



**Terms & Conditions for EV chargers and related products sold to Municipal/Investor Owned Utilities**

**Lead Times for EV chargers and related products:**

Once the customer's Purchase Order is received by Gateway International 360 (aka GWI 360), the lead times are as follows: (a) For Purchase Orders without a monthly forecast, depending on available stock, typically 60 days or less, and 60-90 days for higher quantities. (b) For Purchase Orders with monthly forecast from customer, and with GWI360 as designated supplier, and credit approval of customer or distributor, then GWI 360 will stock customer's product. In this case, the lead time for first order is typically 60 days (depends on quantity), and 15 days for subsequent orders. Purchase Orders exceeding monthly forecast may increase lead time.

**Quoted Prices are valid for a period of 60 days:**

Unless a Purchase Order is received within 60 days, the quoted prices expire in 60 days from date shown on quote. Once a Purchase Order is received within 60 days as per above, the Quoted Prices are valid for a period of one (1) year from the date shown on the quote, unless otherwise agreed in writing. Thereafter, if currency exchange rates, component, and/or raw material costs increase by 5% or more the customer will be notified as a new quote will need to be generated.

**Customized Products:**

Any product that is custom branded (custom logo or name added to product) shall be the sole property of the purchasing customer, therefore a Purchase Order cannot be canceled after being submitted to Gateway International 360. Lead time for first order of customized products is typically 90-120 days, thereafter the lead times in paragraph 1 apply.

**MOQ:**

Minimum order quantity is based on standard packaging (Master Carton) of products ranging from 50-80 pieces per product ordered. Note: Freight allowance is the freight allowed policy of \$10,000.00 NET Shipping: EV charging and related products are shipped by Ground Freight (UPS or FedEx) directly to end-user or distributor.

**Shipping by Air (Client Cost):**

For air shipment the customer will provide their FedEx, UPS or DHL account. Customer is responsible for all shipping charges, duty, custom fees, and brokerage.

**Shipping from warehouse:**

From Carlsbad, California, El Paso, Texas and/or Bear, Delaware warehouse by way of ground transportation. FOB Delaware rules specified on client PO will apply, unless agreement is made in writing within 2-3 days after receipt of PO and approved credit application.

**Shipping/Freight Cost:**

By water, DDP. Freight cost adjustments will be made before acceptance of each PO due to changes in shipping line/carriers. If adjustments are made due to carriers, a separate invoice will be issued due to the difference and payment is due upon receipt of the invoice.

**Payment Terms:**

With approved credit application, Payment is Due 30 Days from Date of Invoice. Without approved credit application, orders must be pre-paid, by EFT and/or Credit Card.

**Late Payments:**

Payment is due upon terms of the quote and invoice submitted. If payment is late and not in remittance lock box or wire, additional interest of 1.75% will be invoiced for every 10 days on balance due, and every 10 days thereafter until balance is paid in full.

Current Manufacturer's Warranties if any shall apply to all sales and purchases subject to the terms and conditions of such Warranties. Full details are available on request. All sales and purchases are subject to written acceptance and approval and any other conditions of the Manufacturer that might apply. Any requests for order cancellations of changes in order will require the Manufacturer's prior written approval unless agrees otherwise in writing by the Seller to the Buyer.

## Schedule A Statement of Work

### TERMS & CONDITIONS FOR GATEWAY INTERNATIONAL 360 FOR SHIPMENTS WITHIN THE UNITED STATES & CANADA



#### Terms & Conditions for EV chargers and related products sold to OEM

Any product that is custom branded shall be the sole property of the purchasing customer, therefore a Purchase Order (PO) cannot be canceled after being submitted to Gateway International 360, LLC.

##### Lead Times for EV chargers and related products:

Always based on raw material and component lead times confirmation. Once the customer's Purchase Order is received by Gateway International 360, the lead times are as follows: 120-days typical for occasional orders and any order not on the regular production schedule. 90- days with advanced planning (bi-monthly forecasts from customer, credit approval, and consistent purchase/payment history). 60-days with customer pre-purchase of critical components (MOV's and relays) plus advanced planning as per above. Allow additional time for the first order when custom logo or custom components are involved. Other lead times only possible with signed stocking agreement, forecast between customer and Gateway International 360, credit approval, and meeting requirements as outlined in this section.

##### Material Cost:

If material cost changes +/- 3%, an adjustment will be made to the quote prior to issuing the PO. Gateway International 360 will notify customer prior to acceptance and issue of PO to Shanghai office. The quotation will not be changed when the exchange rate and raw material fluctuate within 3% (the exchange rate of U.S.). The price will be adjusted when the exchange rate or material cost fluctuate +/- 3% and notice will be given to Client prior to acceptance of PO.

##### MOQ:

Minimum order quantity is based on standard packaging (Master Carton) of products ranging from 50-80 pieces per product ordered. Note: Freight allowance is the freight allowed policy of \$10,000.00 NET

##### Shipping/Freight Cost:

By water, DDP. Freight cost adjustments will be made before acceptance of each PO due to changes in shipping line/carriers. If adjustments are made, a separate invoice will be issued due to the difference and payment is due upon receipt of the invoice.

##### Shipping by Air (Client Cost):

5-Days typical. For air shipment, the customer will provide their FedEx, UPS, or DHL account. Customer is responsible for all shipping charges, duty, custom fees and brokerage.

##### Shipping from warehouse:

From Carlsbad, California, El Paso, Texas and/or Bear, Delaware warehouse by way of ground transportation. FOB Delaware rules specified on client PO will apply, unless agreement is made in writing within 2-3 days after receipt of PO and approved credit application.

##### Customer Payment:

30 Days from Date of Invoice. (Better Payment Terms can be offered with Credit Application approval). Note: All clients will be subject to provide a credit application prior to processing PO. Gateway International 360 will supply invoice. (if applicable, Gateway International 360, LLC. will supply inspection sheet, material sheet, certificate of compliance, and will meet client sign off specification, documentation, and protocols.)

##### Late Payments:

Payment is due upon terms of the quote and invoice submitted. If payment is late and not in remittance lock box or wire, an additional interest of 1.75% will be invoiced for every 10 days on balance due and every 10 days thereafter until balance is paid in full.

##### Force Majeure:

The obligation of both Vendor and Client under this agreement are subject to any delays or cancellations caused by any condition or occurrence beyond the control of the performing party, including but not limited to strikes, fires, riots, wars and acts of God. Inability to obtain materials or intervening government regulation.

##### Customer Warranty Statement for EV chargers and related products:

3 Years Standard or 5 Years with Optional Extended Warranty. Gateway International 360, LLC. undertakes that this product/component shall operate within its original operating specifications and shall be free of material, mechanical, and workmanship defects. Gateway International 360, LLC.'s liability hereunder shall be limited to providing a replacement unit and shall not cover the costs of removal or installation of the unit nor any consequential damages.

This express warranty is in lieu of and excludes all other warranties, guaranties, or representations, expressed or implied, including, but not limited to, warranties of merchantability or fitness for a specific purpose, by operation of law or otherwise. The price on this quote is guaranteed for 30 days if the currency rate and/or raw materials and components are +/- 3% starting upon departure of first container shipment.

Current Manufacturer's Warranties if any shall apply to all sales and purchases subject to the terms and conditions of such Warranties. Full details are available on request. All sales and purchases are subject to written acceptance and approval and any other conditions of the Manufacturer that might apply.

Any requests for order cancellations of changes in order will require the Manufacturer's prior written approval unless agrees otherwise in writing by the Seller to the Buyer.

Schedule A  
Statement of Work

**Schedule A, Attachment C**

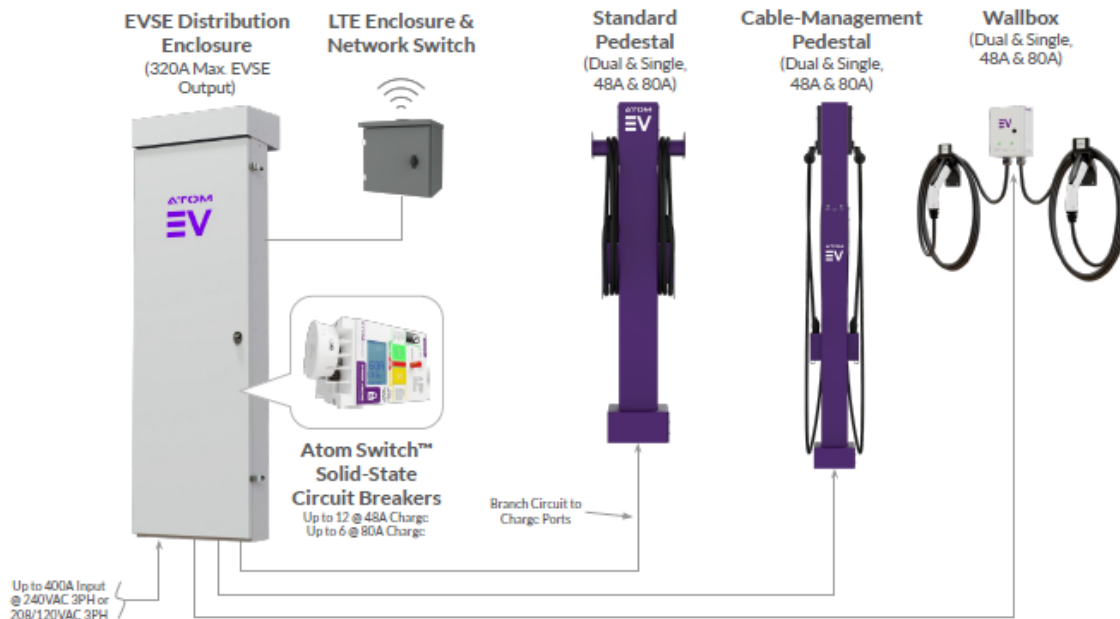


ATOM EV E50 CHARGING SYSTEM  
Product Datasheet

**DISTRIBUTED LEVEL 2 EV CHARGING INFRASTRUCTURE**



The Atom EV E50 Charging System is built for high-power, high-density, high-reliability customers. Using a distributed architecture, the EVSE Distribution Enclosure provides the charging functions while pedestals and wallboxes are simple devices with wire termination blocks. This enables simplified energy management (EMS), network connectivity, and reliability across your critical infrastructure.



**POWER**

High density output at 133KW per EVSE Enclosure.

240V delta input capable for full 11.5KW or 19.2KW charging per port.

No power at pedestals when not in operation.

High SCCR at 200kA.

**INTEGRATION**

Integrated on-premise Energy Management System (EMS).

As little as a single LTE connection per site with LTE Enclosure.

On-premise OCPP 1.6J

**RELIABILITY**

Solid-State Circuit Breaker (SSCB) charging, tested to >1,000,000 fully loaded cycles.

Fewer network connections.

Pedestals and wallboxes built like a brick.



***Designed and Manufactured in North Carolina, USA.***

Schedule A  
Statement of Work



ATOM EV E50 CHARGING SYSTEM  
Product Datasheet

ORDERING CHART



48A Charge Rate	Dual Port			Single Port				
	Standard Pedestal	Cable Management Pedestal	Wallbox	Standard Pedestal	Cable Management Pedestal	Wallbox		
Catalog #	AEV-48PED-D	AEV-48CMPED-D	AEV-48WB-D	AEV-48PED-L/R	AEV-48CMPED-L/R	AEV-48WB-S		
Quantity								
18' Cable Length	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
25' Cable Length	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
80A Charge Rate	Dual Port			Single Port				
	Standard Pedestal	Cable Management Pedestal	Wallbox	Standard Pedestal	Cable Management Pedestal	Wallbox		
Catalog #	AEV-80PED-D	AEV-80CMPED-D	AEV-80WB-D	AEV-80PED-L/R	AEV-80CMPED-L/R	AEV-80WB-S		
Quantity								
18' Cable Length	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
25' Cable Length	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Peripheral Equipment (fill out if you know, otherwise Atom Power can determine)	EVSE Distribution Enclosure				Network Connection			
	48A Charge Rate		80A Charge Rate		LTE Enclosure w/ Modem*		LTE Enclosure without Modem	
Catalog #	AP3P400-EVSE	AP3P400-EVSE-L	AP3P400-EVSE	AP3P400-EVSE-L	AP-LTE-SW1 (7 ports)	AP-LTE-SW2 (14 ports)	AP-LTEX-SW1 (7 ports)	AP-LTEX-SW2 (14 ports)
Quantity								
Options	Atom Insight Plus Software				3-Phase Energy Meter (150-600A)		3-Phase Energy Meter (400-2,000A)	
Catalog #	AP-Atom_Plus_LX				AP-MTR1-4X-SOC		AP-MTR2-4X-SOC	
Quantity								

\*Modem purchase requires three (3) year term for cellular connectivity, independent of software utilization.



# Schedule A Statement of Work

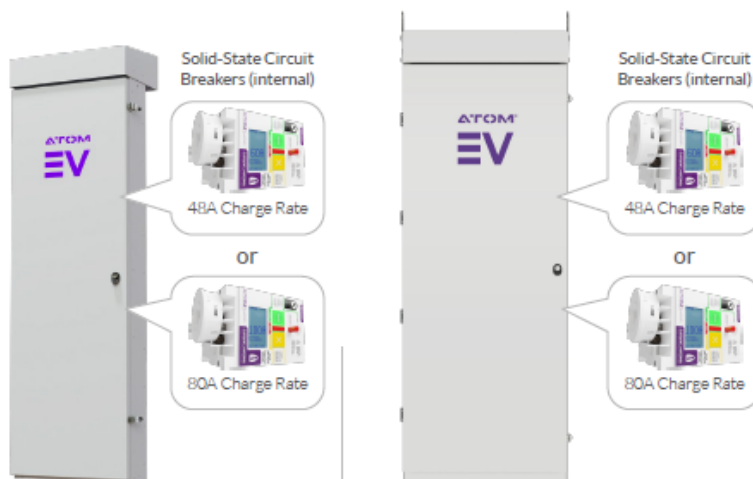


## ATOM EV E50 CHARGING SYSTEM Product Datasheet



### EVSE Distribution Enclosure

#### Core Technical Specifications



Product Catalog Number	AP3P400-EVSE		AP3P400-EVSE-L	
Charge Rate per Port	48A	80A	48A	80A
Max Power Output per Port	11.52KW @ 240VAC	19.2KW @ 240VAC	11.52KW @ 240VAC	19.2KW @ 240VAC
Max # of Ports per Enclosure (max # of internal Atom Switches)	12	6	12	6
Max EVSE Current Output as a System <sup>2</sup> (for NEC 625.41 calculations)	320A			
MOCP <sup>2</sup> Supply (by others)	400A			
Input Voltage	208VAC 3PH/3W or 240VAC 3PH/3W			
Input Frequency	60Hz			
Input Lugs	#6AWG – #300KCMIL CU/AL (2 per phase)			
Output Wiring to charge port (power)	#10-1 AWG CU (L-L) + #10-6 AWG CU (G) 90°C Rated			
Output Wiring to charge port (signal)	see <a href="#">E50 Charging System Design Guide</a> (this document) for configuration and maximum run distances			
Dimensions	20"W x 13"D x 68"H		25"W x 13"D x 68"H	
Enclosure Rating	NEMA 3R			
Weight (lbs) - Fully Loaded	281	245	329	293
Field Conduit Entry	Bottom, Sides			
SCCR	200kA			
Load Output Peak Let-Through (current-limiting)	<1.5kA			
Ambient Operating Temp. <sup>1</sup>	-30°C to +50°C (-22°F to +122°F)			
Humidity	0-95%, non-condensing			
Storage Temperature	-40°C to +85°C (-40°F to +185°F)			
Base Standards	UL 2594, UL 2281-1/2, NEC Article 625, Energy Star, OCPP 1.6j			
Internal Referenced Standards	UL 489/489I, UL 67			
EMC Compliance	FCC Part 15 Class A			
Ground Fault Protection	20mA CCID with auto-retry			
Connectivity	Ethernet			
Metering Accuracy (load side)	Voltage +/-3V, Current +/-1A			

1 - Operating temperature is -30°C to +40°C without derating. Temperature derating applies above +40°C.

2 - See [Energy Management System \(EMS\) Software](#) page for EMS implementation and relationship to maximum current output and MOCP device.

# Schedule A Statement of Work



## ATOM EV E50 CHARGING SYSTEM Product Datasheet



### Pedestals Core Technical Specifications

Product Catalog Number	AEV-48PED-D (dual port) AEV-48PED-L/R (single port)	AEV-80PED-D (dual port) AEV-80PED-L/R (single port)	AEV-48CMPED-D (dual port) AEV-48CMPED-L/R (single port)	AEV-80CMPED-D (dual port) AEV-80CMPED-L/R (single port)
Cable Rating	48A	80A	48A	80A
Max Power Output	11.52KW @ 240VAC	19.2KW @ 240VAC	11.52KW @ 240VAC	19.2KW @ 240VAC
Input Voltage	208VAC or 240VAC	208VAC or 240VAC	208VAC or 240VAC	208VAC or 240VAC
Connector Type	SAE J1772 Type 1	SAE J1772 Type 1	SAE J1772 Type 1	SAE J1772 Type 1
Charge Port Cable Length	18' or 25'	18' or 25'	18' or 25'	18' or 25'
Cable Management	Manual		Automatic Self-retracting Dampened Spring Motor	
Dimensions	6'x52" (with 9" square base)		6'x84" (with 9" square base)	
Enclosure Rating	NEMA 3R			
Weight (lbs.) w/ 25' cordset	82 (Dual), 67 (Single)	84 (Dual), 68 (Single)	117 (Dual), 96 (Single)	119 (Dual), 97 (Single)
Ambient Operating Temp. <sup>1</sup>	-30°C to +50°C (-22°F to +122°F)			
Standards	UL 2594, UL 2251, NEC Article 625, ADA Compliant			
Field Wiring (power)	#10-1 AWG CU (L-L) + #10-6 AWG CU (G) 90°C Rated			
Field Wiring (signal)	see <a href="#">E50 Charge System Design Guide</a> (this document) for configuration and maximum run distances			

### Wall Boxes

#### Core Technical Specifications

Product Catalog Number	AEV-48WB-D (dual port) AEV-48WB-S (single port)	AEV-80WB-D (dual port) AEV-80WB-S (single port)
Cable Rating	48A	80A
Max Power Output	11.52KW @ 240VAC	19.2KW @ 240VAC
Input Voltage	208VAC or 240VAC	208VAC or 240VAC
Connector Type	SAE J1772 Type 1	SAE J1772 Type 1
Charge Port Cable Length	18' or 25'	18' or 25'
Cable Management	Manual	
Dimensions	6"W x 4"D x 8"H	
Enclosure Rating	NEMA 3R	
Weight (lbs.) w/ 25' cordset	32.7 (Dual), 18.6 (Single)	34.7 (Dual), 19.6 (Single)
Ambient Operating Temp. <sup>1</sup>	-30°C to +50°C (-22°F to +122°F)	
Standards	UL 2594, UL 2251, NEC Article 625	
Field Wiring (power)	#10-1 AWG CU (L-L) + #10-6 AWG CU (G) 90°C Rated	
Field Wiring (signal)	see <a href="#">E50 Charge System Design Guide</a> (this document) for configuration and maximum run distances	



<sup>1</sup> - Operating temperature is -30°C to +40°C without derating. Temperature derating applies above +40°C.



# Schedule A Statement of Work



## ATOM EV E50 CHARGING SYSTEM Product Datasheet

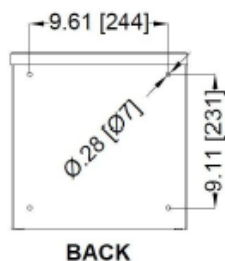
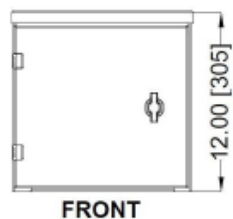
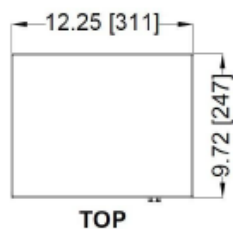
### LTE Enclosure Core Technical Specifications



Product Catalog Number	AP-LTE-SW1	AP-LTE-SW2	AP-LTEX-SW1	AP-LTEX-SW2
Customer Ethernet Ports (usable)	7	13	7	13
Network Switch(es)	Trendnet TI-E80 V2 Industrial Ethernet Switch (unmanaged)			
LTE Modem	Digi IX 10 Dual SIM Industrial Cellular Router		None	
Services Carrier	Multi-carrier. Carrier determined at commissioning		N/A	
Input Voltage	24VDC (from EVSE Distribution Enclosure)			
Communication Connections	RJ45 CAT 5/6			
Dimensions	12.25"W x 9.75"D x 12"H			
Enclosure Rating	NEMA 3R			
Weight (lbs.)	21	22.1	20	21.1
Field Conduit Entry	Bottom, Sides			
Ambient Operating Temp. <sup>1</sup>	-30°C to +50°C (-22°F to +122°F)			
Humidity	0-95%, non-condensing			
Storage Temperature	-40°C to +85°C (-40°F to +185°F)			
Standards (LTE Modem)	IEC 62368-1, CB, EN6 2311, CE, RED; FCC Part 15, Subpart B; ICES-003; AU/NZS CISPR32			

### PRODUCT DIMENSIONS

#### LTE Enclosure - AP-LTE-SW\* and AP-LTEX-SW\*



Dimensions shown in inches [mm]

## Schedule A Statement of Work



## ATOM EV E50 CHARGING SYSTEM Product Datasheet

### Energy Management System (EMS) Software

Atom Power's Energy Management System (EMS) is an integrated and internal software algorithm that adjusts the rate of charge based on certain conditions and site limitations. These conditions/limitations could be upstream feeder limit of a single EVSE Distribution Enclosure or multiple Enclosures, or the limits could be on the site as a whole. The Atom EMS configuration is setup at the time of site commissioning, is custom to the installation site, and is stored within the internal Gateway of each EVSE Distribution Enclosure. That is, the control system for the EMS is on-premise and not dependent on cloud connectivity for operation. The setup of the EMS profile(s) is limited to the commissioning personnel of Atom Power and therefore is limited to qualified personnel only, in compliance with 2023 National Electrical Code (NEC) Article 750.30(C)(3)(5). Further compliance with 2023 NEC requirements around EMS is as follows:

- 625.42(A) - The EMS shall be permitted to be integral to one piece of equipment or integral to a listed system consisting of more than one piece of equipment.
- 625.42(B) - EVSE with restricted access to an ampere adjusting means complying with 750.30(C) shall be permitted.
- 750.30(C) - An energy management system shall not cause a branch circuit, feeder, or service to be overloaded.
  - (1) - A single value equal to the maximum ampere setpoint of the EMS shall be permitted for one or more of the following:
    - (1) - For calculating the connected load per 220.70
    - (2) - For maximum source current permitted by EMS control
  - (2) - The EMS shall use monitoring and controls to automatically cease current flow upon malfunction of the EMS.
  - (3) - Adjustable settings shall be permitted if access to the settings is accomplished by at least one of the following:
    - (5) - Software that has password protected access to the adjusting means accessible to qualified personnel only.
- 220.70 - If an energy management system (EMS) is used to limit the current to a feeder or service in accordance with 750.30, a single value equal to the maximum ampere setpoint of the EMS shall be permitted to be used in load calculations for the feeder or service. The setpoint value of the EMS shall be considered a continuous load for the purposes of load calculations.

The Atom EMS has four (4) profiles available for setup:

1. **Profile 0 - Panel Limit Fixed** - limits the total EVSE output (in amps) of an individual EVSE Distribution Enclosure (see table below) based on the upstream breaker feeding the EVSE Distribution Enclosure. There will always be a Profile 0 setting on the EVSE Distribution Enclosure, even if other profiles are used.
2. **Profile 1 - Charge Port Limit Fixed** - Limits the output of the individual charge ports to a predefined fixed value (e.g. 24A, 32A, 40A, etc)
3. **Profile 2 - Balanced Power Fixed** - Limits the output of a group (more than 1) of EVSE Distribution Enclosures, typically fed from the same upstream feeder or distribution panel. See example diagram, next page.
4. **Profile 3 - Balanced Power Dynamic** - Limits the output of a single or group of EVSE Distribution Enclosures based on real-time feedback loop from energy meter connected to the limited equipment. This configuration requires optional 3-Phase Energy Meter(s) (see Ordering Chart) with ethernet connection between the meter and Atom LTE Enclosure network switch. See example diagram, next page.

#### Profile 0 - Panel Limit Fixed

Upstream 3-Phase Breaker/Fuse Size Feeding Atom EVSE Distribution Enclosure	Total EVSE Output* will be Set by Atom Power and Limited to:	EVSE Power (KW) @ 208V	EVSE Power (KW) @ 240V
400A	320A	115.2	133.0
350A	280A	100.8	116.4
300A	240A	86.4	99.7
250A	200A	72.0	83.1
225A	180A	64.8	74.8
200A	160A	57.6	66.5
175A	140A	50.7	58.2
150A	120A	43.2	49.9
125A	100A	36.0	41.6
110A	88A	31.7	36.6
100A	80A	28.8	33.2

\*Safety Critical Limit

# Schedule A Statement of Work

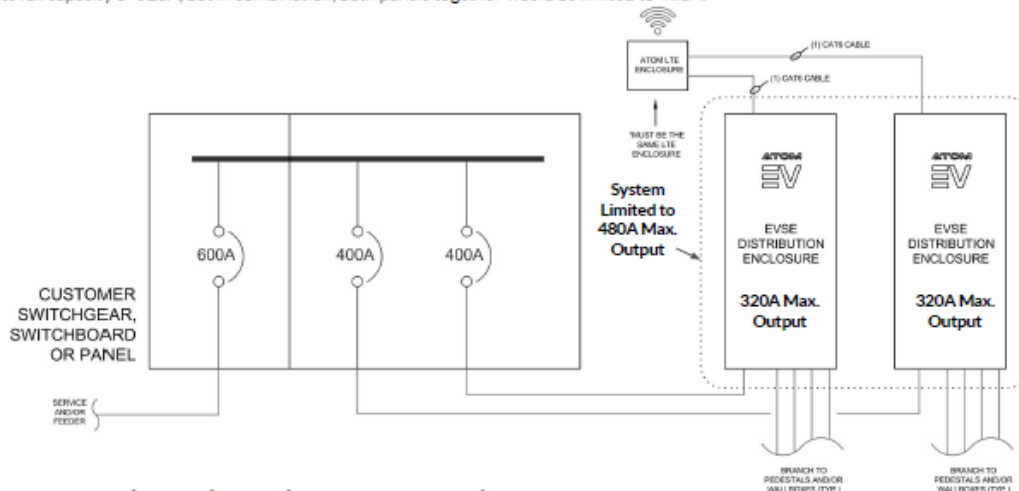


## ATOM EV E50 CHARGING SYSTEM Product Datasheet

### Energy Management System (EMS) Software (cont.)

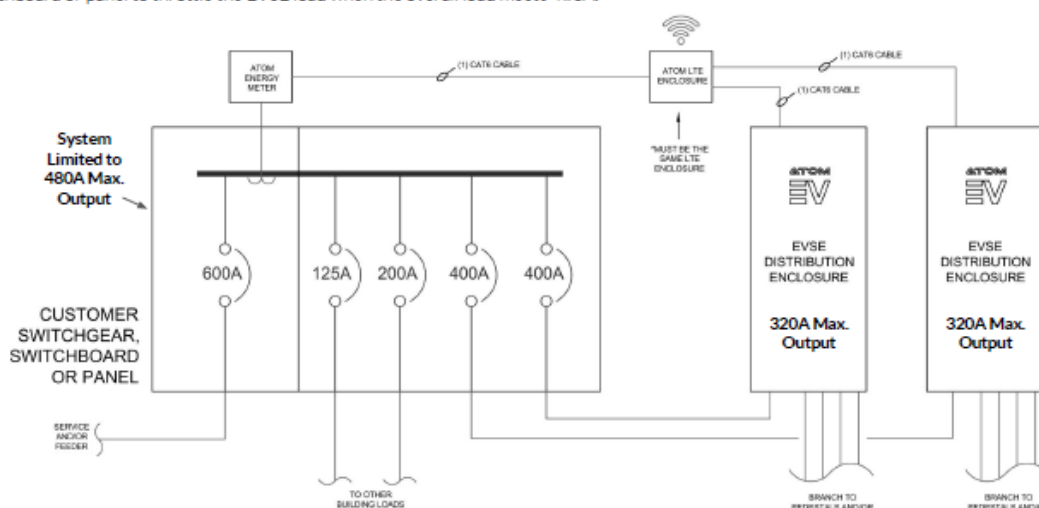
#### Profile 2 Example - Balanced Power Fixed

In this example, the customer switchboard or panel is limited overall to 480A maximum output ( $600A \times 0.8$ ) but each of the EVSE feeder breakers (400A) are capable of 320A EVSE output each ( $400A \times 0.8$ ). In combination, the two (2) EVSE Distribution Enclosures could pull up to 640A which would exceed the rating of the customer switchboard or panel. Therefore, Profile 2 is implemented to allow for each panel to output its full capacity of 320A, but in combination, both panels together would be limited to 480A.



#### Profile 3 Example - Balanced Power Dynamic

In this example, the customer switchboard or panel is limited overall to 480A maximum output ( $600A \times 0.8$ ) but each of the EVSE feeder breakers (400A) are capable of 320A EVSE output each ( $400A \times 0.8$ ) and there is existing building load to account for. In combination, the EVSE load and building loads could exceed the rating of the customer switchboard or panel, independent of any fixed limit on the EVSE Distribution Enclosures. Therefore, Profile 3 is implemented with a feedback loop to determine what the overall load is on the customer switchboard or panel to throttle the EVSE load when the overall load meets 480A.



## Schedule A Statement of Work



## ATOM EV E50 CHARGING SYSTEM Product Datasheet

### Options

#### Atom Insight Plus Software



Mobile App Download:



Android



iOS

Core Technical Specifications	
Product Catalog Number	AP-Atom_Plus_LX
Desktop Interface	Web-based/HTML
Mobile App Interface	Native Android, Native iOS, Web-based/HTML
Driver Access Controls	Charge Port QR Code through Mobile App
Host Management	Multi-Site, Multi-user account management, driver access groups, set rates, set policy at site, department, or enterprise level, make chargers private or public
Point of Sale Support	Payter
Customer Data Compliance	SOC-2
Standards	OCPP, NEVI (uptime), OpenADR
Vehicle State of Charge (L2)	Yes with Geotab integration
3rd Party Software Integrations	Zendesk, GeoTab
Scheduling	Time-of-Use, Session Limits, On/Off peak
Fee structures offered	Energy, Time-of-use, Idle, Parking/Activation, Tiered, Discounts
Analytics	Uptime, Interval Reports, Sessions, Energy Usage, Status, Faults, Utilization, Revenue, Energy Costs

[User Guide](#)

#### 3-Phase Energy Meters



Core Technical Specifications		
Product Catalog Number	AP-MTR1-4X-SOC	AP-MTR2-4X-SOC
Manufacturer	Socomec	
Amp Range	150-600A	400-2,000A
Electrical Network Configuration	50-300 VAC L-N / 87-520 VAC (Ph-Ph) Single-phase (1P2W) / Two-phase (2P2W) / Two-phase with neutral (2P3W) / Three-phase (3P3W) / Three-phase with neutral (3P4W)	
Frequency	45-65Hz	
Energy Metering	±kWh, ±kvarh, kVAh, ΣP (kW), ΣQ (kvar), ΣS (kVA), PF, P (kW), Q (kvar), S (kVA), PF per phase	
Power & Energy Metering Accuracy Class	Class 0.5	
Multi-Measurement	Amps, Volts, Frequency, Unbalance U, V, I	
Power Quality Measurement	THD U, V, I, Individual Harmonics V, U, I (up to 63rd), PQ Events (sags, swells, interruptions and overcurrents)	
Enclosure Rating	NEMA 3R, 4, 4X, 12	
Current Sensors	Flexible Rogowski Coil w/ 6' leads (x3)	
Dimensions	12" x 10" x 6"	
Communication	Ethernet: ModbusTCP/IP, BACnet IP	
Standards	cULus 508A, ANSI C12.20, UL 61010-1, CSA-C22.2 No. 61010-1, IEC 61557-12, Guide PICQ File E257746, FBI Meter per CA Energy Commission	

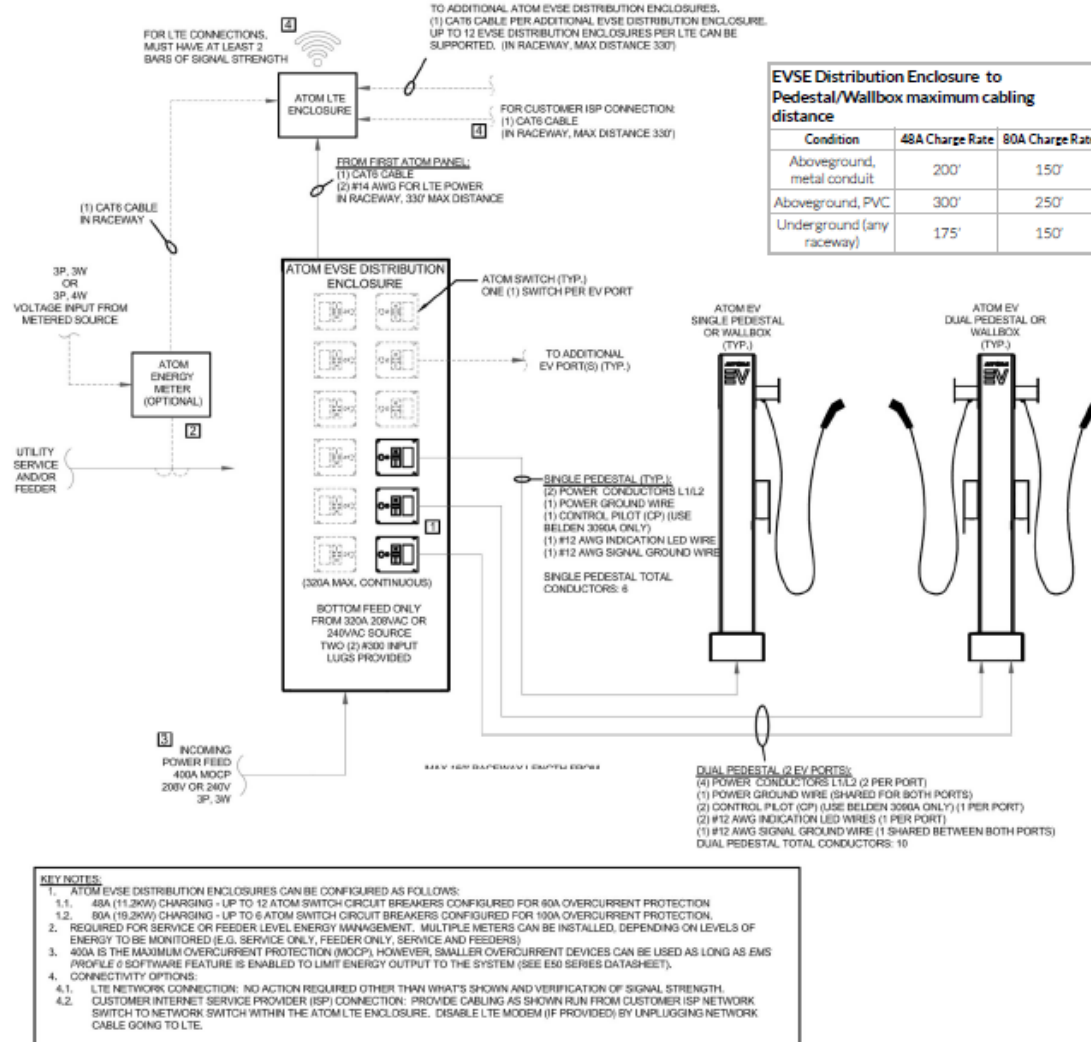
# Schedule A Statement of Work



## ATOM EV E50 CHARGING SYSTEM Product Datasheet

### E50 CHARGING SYSTEM DESIGN GUIDE

\*For reference only.



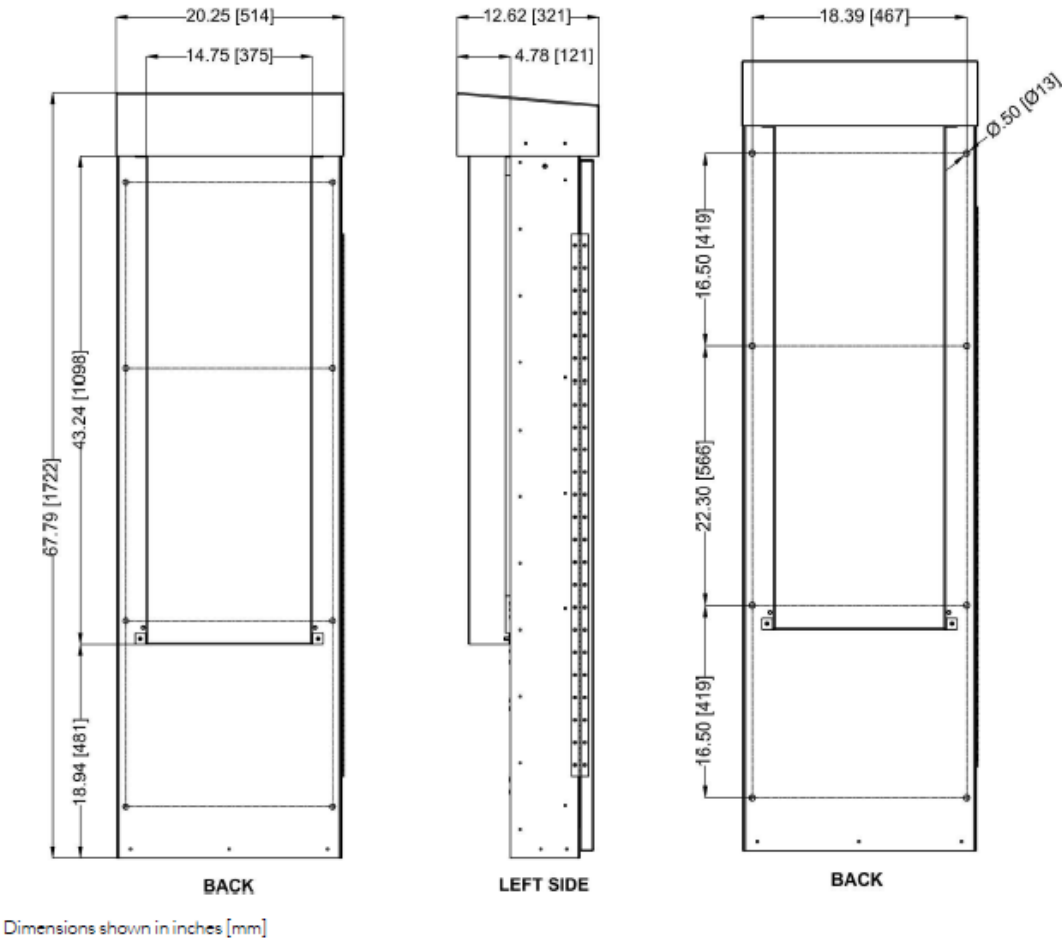
Note for Specifying Engineers, Inspectors, and AHJ's: the Atom Power E50 Charging System has achieved multiple listings throughout its history including solid-state circuit breaker (UL 489), panelboard (UL 67), and EVSE (UL 2594, UL 2231-1/2, and UL 2251) . For the purposes of how to view the E50 System, it should be viewed as *Electric Vehicle Supply Equipment* and therefore guided by Article 625 of the National Electrical Code (NEC) - *Electric Vehicle Power Transfer System*. Additionally and for clarification, the Atom EVSE Distribution Enclosure should be viewed as a single EVSE with the maximum EMS current output of the EVSE Distribution Enclosure being used in the calculations of Articles 625.41 and 625.42.

Schedule A  
Statement of Work



ATOM EV E50 CHARGING SYSTEM  
Product Datasheet

PRODUCT DIMENSIONS  
EVSE Distribution Enclosure - AP3P400-EVSE



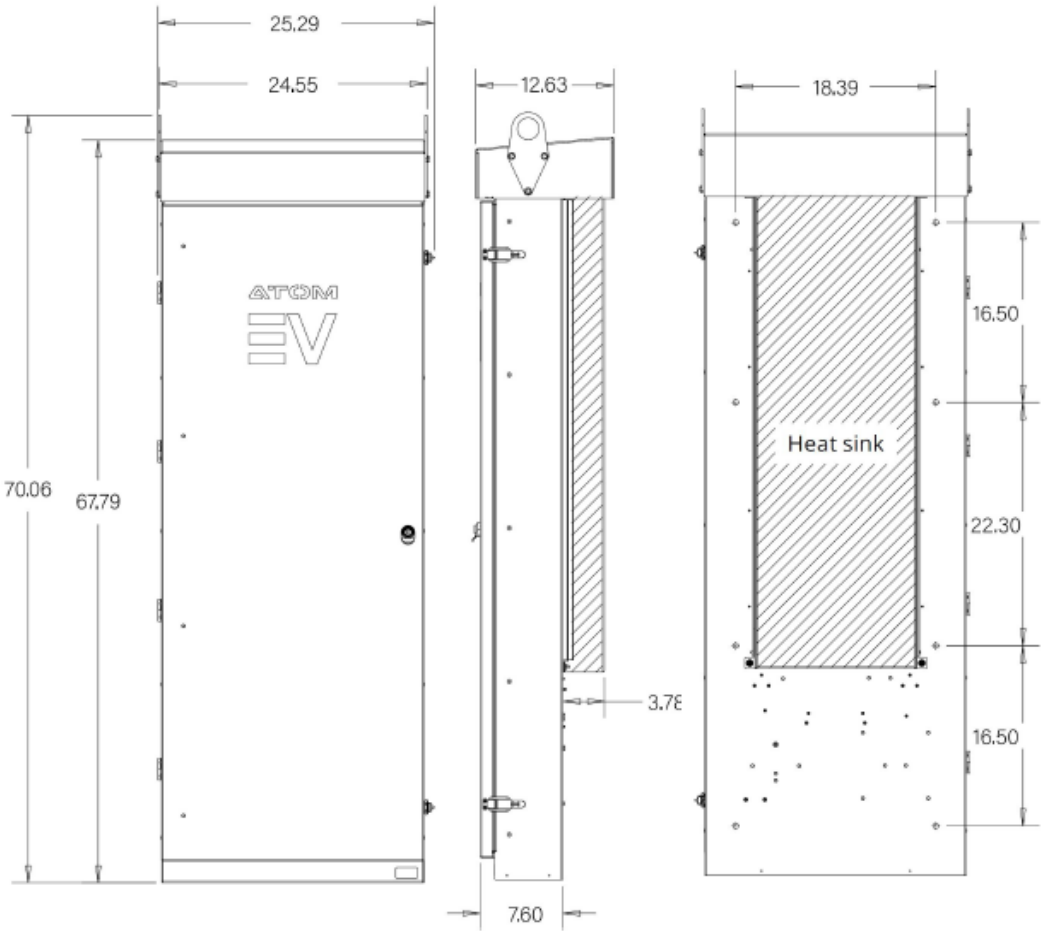
Schedule A  
Statement of Work



ATOM EV E50 CHARGING SYSTEM  
Product Datasheet

PRODUCT DIMENSIONS

EVSE Distribution Enclosure - AP3P400-EVSE-L



Dimensions shown in inches

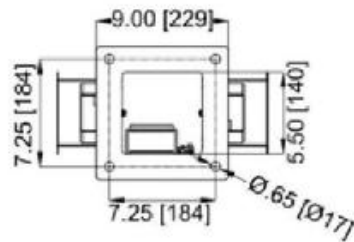
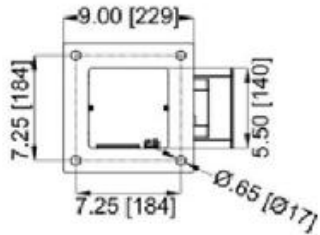
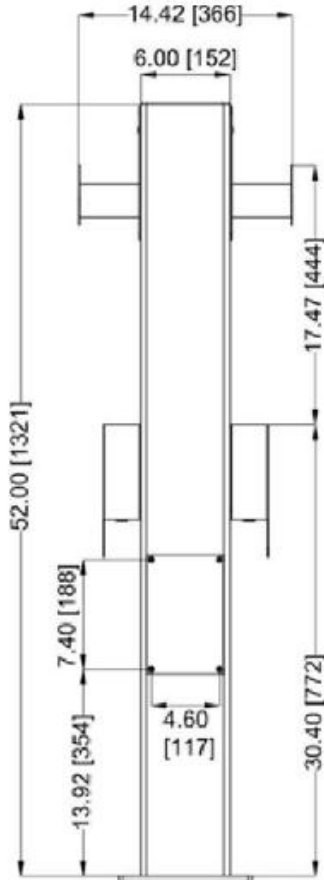
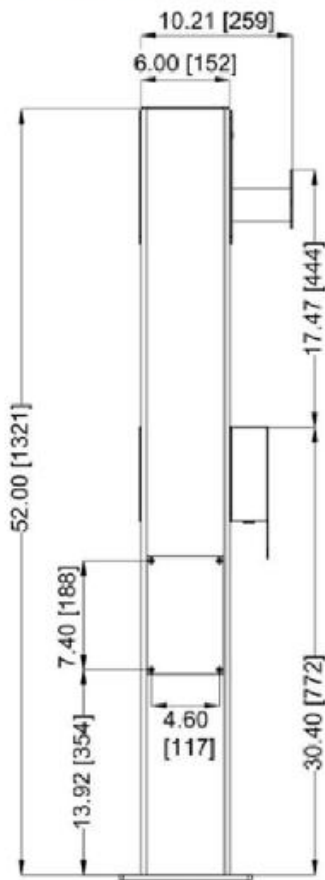




ATOM EV E50 CHARGING SYSTEM  
Product Datasheet

PRODUCT DIMENSIONS

Standard Pedestals - AEV-48PED-D, AEV-48PED-L/R, AEV-80PED-D,  
AEV-80PED-L/R



Dimensions shown in inches [mm]



## Schedule A

### Statement of Work

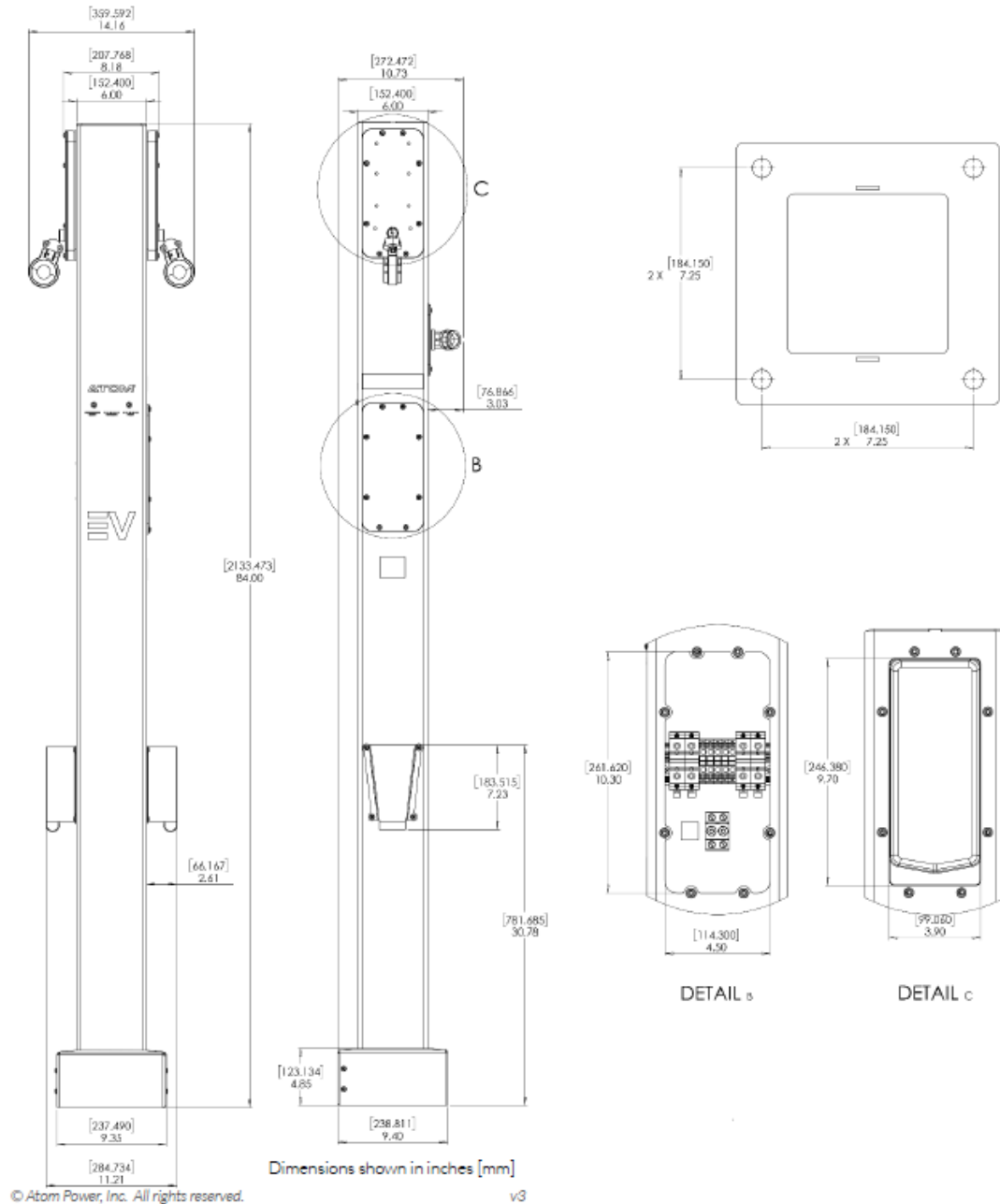


# ATOM EV E50 CHARGING SYSTEM

## Product Datasheet

## PRODUCT DIMENSIONS

Cable Management Pedestals - AEV-48CMPED-D, AEV-48CMPED-L/R, AEV-80CMPED-D, AEV-80CMPED-L/R



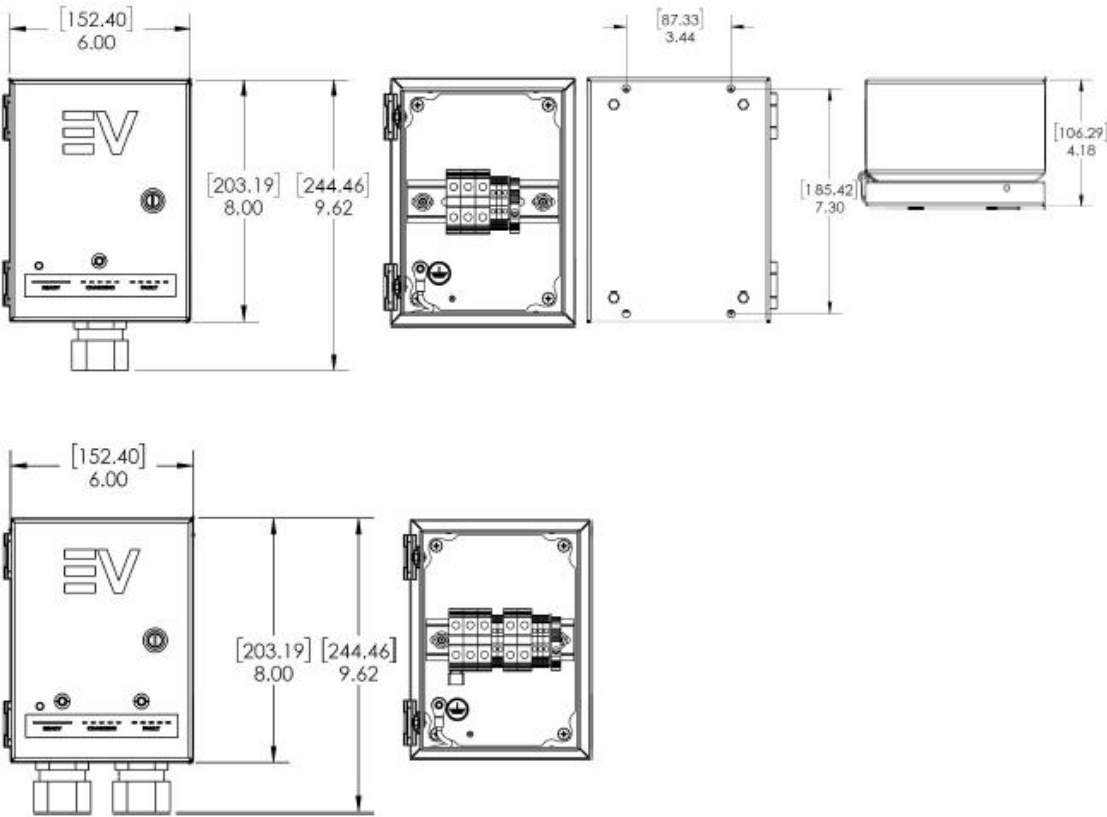
Schedule A  
Statement of Work



ATOM EV E50 CHARGING SYSTEM  
Product Datasheet

PRODUCT DIMENSIONS

Wallboxes - AEV-48WB-S, AEV-80WB-S, AEV-48WB-D, AEV-80WB-D



Dimensions shown in inches [mm]

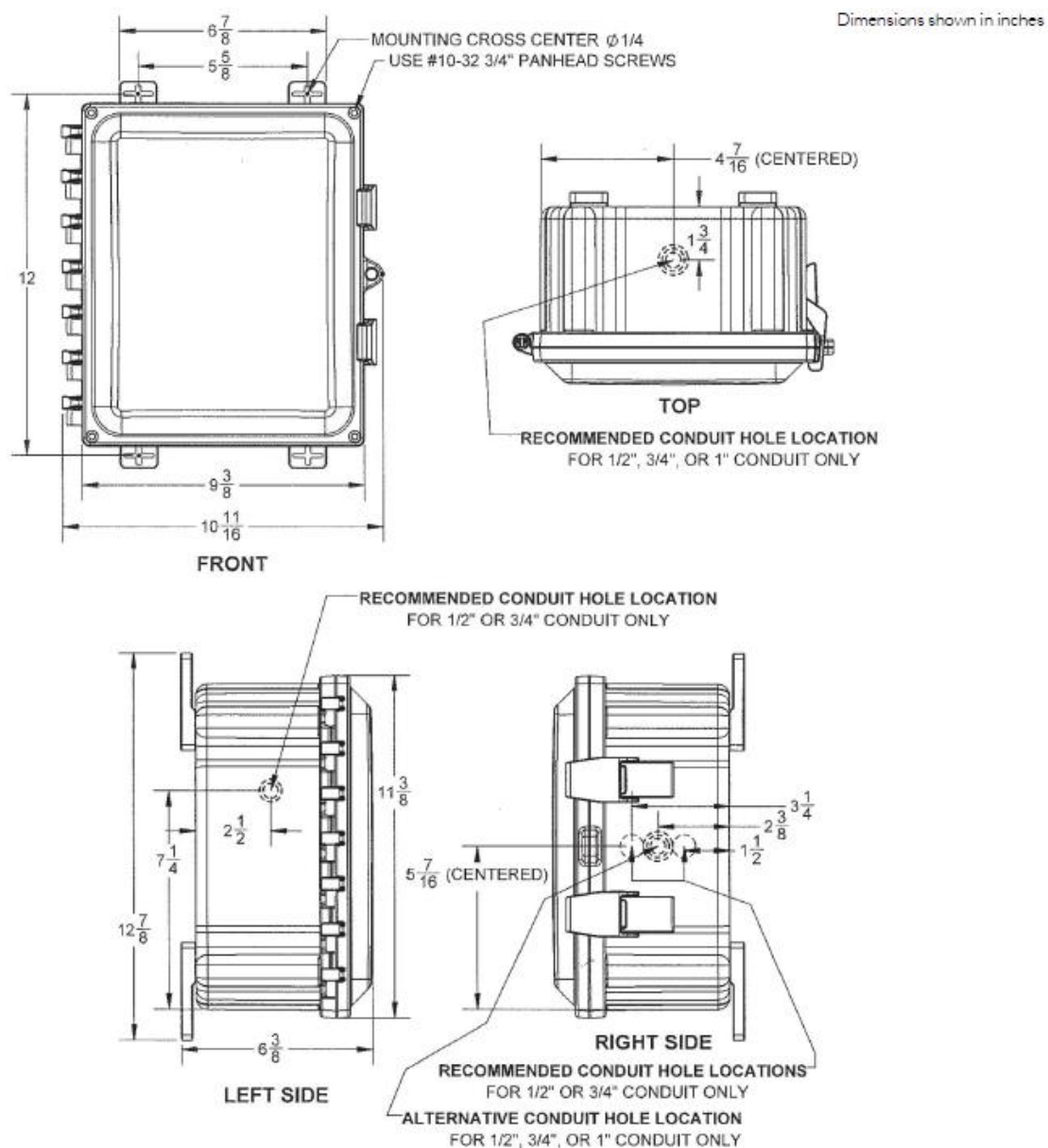
Schedule A  
Statement of Work



ATOM EV E50 CHARGING SYSTEM  
Product Datasheet

PRODUCT DIMENSIONS

3-Phase Energy Meters - AP-MTR1-4X-SOC, AP-MTR2-4X-SOC



Schedule A  
Statement of Work



*ATOM EV E50 CHARGING SYSTEM*  
Product Datasheet

## Contact Us

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## Schedule A Statement of Work

### Schedule A, Attachment D

#### STATEMENT OF LIMITED WARRANTY FOR GATEWAY INTERNATIONAL 360 FOR SHIPMENTS WITHIN THE UNITED STATES & CANADA



Subject to the exclusions set forth below, Gateway International 360 warrants its EV charging and related products to be free from defect in material and workmanship for the respective time periods set forth in the table below, which are applicable from the date of shipment from Gateway International 360 facilities. Gateway International 360's EV charging products may include: EV charging units and wall mounts, EV charging power distribution stacks and accompanying dispensing posts, ground mount pedestals, free-standing solar arrays. ("Product(s)").

Products	Warranty Period (from day of shipment)
AC EV CHARGERS GW-EV75 SERIES, GW-EV500 SERIES, GW-EV550 SERIES, GW-EV600 SERIES,	3 Years
DC EV CHARGERS GW-EV3000 SERIES, GW-EV4400 SERIES	3 Years
SOLAR ARRAY GW-EV9000 SERIES	3 Years
EV CHARGER PEDESTALS GW-EVP SERIES	3 Years
EXTENDED WARRANTY SEE OFFICIAL QUOTE SHEET FOR PRICING	5 Years (3 Years Standard + 2 Years Additional)

If a EV charging related product is determined to be defective during the applicable warranty period described in the table above, the sole and exclusive remedy shall be repair or replacement, as described in the remedy paragraph below.

Emergency batteries/inverters, replaceable consumables (e.g., lithium batteries, printers, cartridges), computer hardware, mobile computing devices, software (other than firmware), commissioning systems, third party gear and installation services, remote programming or other professional services are excluded from this Statement of Limited Warranty. Emergency batteries/inverters, installation services, remote programming or other professional services provided by Gateway International 360 are warranted separately. Manufacturers of other items excluded from this Statement of Limited Warranty are solely responsible for any costs and expenses related to any claims, repairs, or replacements associated with any such component(s). Access to the software associated with the product(s) may be subject to the terms of an End-User License Agreement ("EULA") and warranty terms applicable to such software are set forth in the applicable EULA.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. Gateway International 360 will not be responsible under this Warranty for any failure of the Product(s) that results from the external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); external site conditions; including without limitation, heavy tree cover, cellular, satellite or radio interference, environmental conditions, vandalism, terrorist acts, ; fire; power failure; improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Gateway International 360; improper or unauthorized access or use, installation handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Gateway International 360, failure to provide requested data or inadequate data provided by end user; use of the Product(s) with components, processes or materials supplied by any end user or third party; or any other occurrences beyond Gateway International 360's reasonable control. Gateway International 360 also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on the existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorage or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Gateway International 360 upon request to substantiate that the product(s) have failed to comply with the terms of this warranty. Neither polycarbonate nor acrylic material used in the Product(s) is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. This Warranty does not cover cost that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, this Warranty does not cover costs resulting from installation of third party supplied components, failures of third party supplied components, or failures of Gateway International 360 supplied products(s) caused by a third party supplied components. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), which are governed by separate limited warranty terms.

## Schedule A Statement of Work

### STATEMENT OF LIMITED WARRANTY FOR GATEWAY INTERNATIONAL 360 FOR SHIPMENTS WITHIN THE UNITED STATES & CANADA (CONTINUED)



If the Product(s) fail to comply with the terms of this Warranty, Gateway International 360, at its option, will repair or replace the Product(s) with the same or functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Gateway International 360 post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Gateway International 360, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Gateway International 360 post-sales or customer service representative. Gateway International 360 is not responsible for any costs or expenses incurred in connection with the shipment of products to Gateway International 360, but Gateway International shall bear all costs and expenses incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND GATEWAY INTERNATIONAL 360 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF GATEWAY INTERNATIONAL 360 PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM GATEWAY INTERNATIONAL 360.

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IN NO EVENT SHALL GATEWAY INTERNATIONAL 360 BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

**Gateway International 360 reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.**

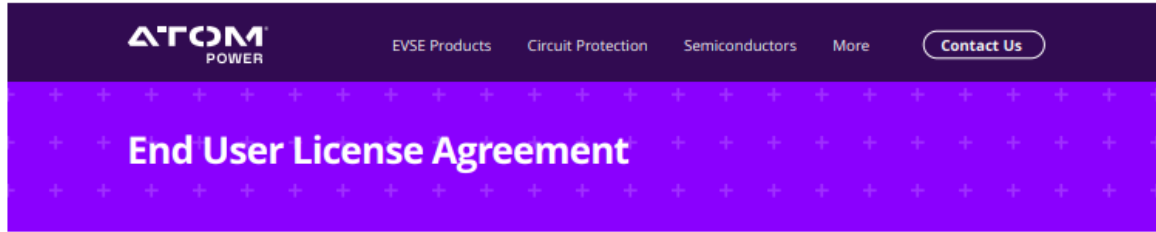


# Schedule A Statement of Work

## Schedule A, Attachment E

8/21/25, 1:43 PM

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### 1. DEFINITIONS.

"Atom Power Platform" means the web-based application provided by Atom Power to manage, monitor, and provide analysis regarding the use and operation of the Products.

"Customer" means the party that has licensed the Software under this EULA.

"Customer Agreement" means any written agreement between Customer and Atom Power governing the purchase and use of any Products, Software, or other services provided by Atom Power.

"Customer Data" refers to information that can be obtained by Atom Power through Customer's use of the Software, including information about Customer and use patterns and other data derived from the use or performance of the Products, the Software, the Customer's facilities, and the Customer's equipment.

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"Product" means any hardware, equipment, products or parts that Atom Power products, developed, marketed sold and delivered to Customer pursuant to a Customer Agreement or purchase order.



# Schedule A

## Statement of Work

8/21/25, 1:43 PM

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"Product Software" means the Atom Power Platform and any computer firmware or software that is installed on or embedded within Products, either at the time of initial shipment or through updates and maintenance, including back-up copies of such software, if any, that are delivered with Products that Atom Power delivers or makes available to You, along with any updates, enhancements, upgrades, new versions, maintenance releases and bug fixes thereto that Atom Power may provide from time to time.

"Software" means the Atom Power Platform and the Product Software.

"User Materials" means any written documentation or instruction manuals regarding the use of the Products and Software provided to Customer by Atom Power.

### 2. LICENSE GRANT.

2.1. Software License. Subject to the terms and conditions of this EULA and the Customer Agreement, Atom Power hereby grants You a personal, limited, revocable non-transferrable (except as provided in this Section 2.1), non-sublicenseable, non-exclusive license to install, access and use the Software (in object code form only) in accordance with the applicable User Materials solely in connection with Your use of the Products and services purchased by Customer. You may not transfer or remove the Software, except for Software embedded with any Product with which it is delivered or made available to You. Software may include additional software components governed by Third-Party Licenses (as defined below) applicable to the use of the Software. In case of any conflict between this EULA and such Third-Party License, the Third-Party License will control.

2.2. User Materials License. Atom Power hereby grants You a personal, limited, revocable (solely for breach of this EULA), perpetual, non-transferable (except as provided in this Section 2.2), non-sub-licensable, non-exclusive, license to use the User Materials that Atom Power provides to You, for Your internal business purposes solely in connection with Your use of the Products and services that you purchase from Atom Power. You may not transfer the User Materials, except in connection with the transfer of the Product with which the User Materials were made available to You. You are not authorized to copy or modify User Materials, except as expressly permitted by Atom Power in writing.

2.3. License Restrictions. You will not: (i) use the Licensed Materials beyond the scope of the licenses granted under Section 2.1 and Section 2.2, respectively; (ii) modify, copy, distribute, re-publish, transmit, display, perform, reproduce, publish, reuse, resell, license, create derivative works from the Licensed Materials; (iii) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of, or sell the Software; (iv) use the Licensed Materials in violation of any law, regulation, or rule; (v) attempt to gain unauthorized access to other computer systems from or through the Software; (vi) interfere with another person or entity's use and enjoyment of the Licensed Materials; (vii) upload or transmit viruses or other harmful, disruptive or destructive files to the Software; (viii) disrupt, interfere with, or otherwise harm or violate the security of the Software, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Software; (ix) frame, mirror, sell, resell, rent or lease use of the Software to any other person; (x) access or search the Software (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than Software features provided by Atom Power for use expressly for such purposes; or (xi) permit or encourage any third party to do any of the foregoing.

2.4. Third Party Materials. The Software may include third-party software (including Open Source Software), content, data, or other materials, including related documentation, not owned by Atom Power ("Third-Party Materials") and that is provided subject to terms and conditions in addition to or different from those contained in this EULA ("Third-Party Licenses"). Your license rights with respect to Third-Party Materials are defined by the applicable Third-Party Licenses, and nothing in this EULA will restrict, limit, or otherwise affect any rights or obligations You may have, or conditions to which You may be subject under such Third-Party Licenses. By using the Software, You are bound by, and Your use of such Third-Party Materials is subject to the terms and conditions of, each applicable Third-Party License. A list of the Open Source Software included in the Software, the applicable license terms, and how to obtain the Open Source Software will be provided to Customer upon written request.

2.5. Feedback. You hereby irrevocably and exclusively assign and agree to assign, convey and transfer to Atom Power all right, title and interest in and to (whether or not now existing) any and all ideas, suggestions, enhancements, recommendations or other feedback (collectively, "Feedback") provided by You to Atom Power in connection with your use of the Software, including without limitation any and all Intellectual Property Rights therein, which Atom Power may use without restriction[EW3].

2.6. Passwords and Access Credentials. Atom Power may use security measures, including user identification and authentication to prevent the unauthorized access and use of the Software. Atom Power shall not be responsible for any unauthorized access or use of the Software on Customer's account. Your use of the Software may not exceed any applicable



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2/6



# Schedule A

## Statement of Work

8/21/25, 1:43 PM

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limitations set forth in the Ordering Document (as defined in the Customer Agreement). You are responsible for keeping Your passwords and access credentials associated with the Software confidential, and You will not sell or transfer them to any other person or entity. You will promptly notify Atom Power about any unauthorized access or use of Your passwords or access credentials that are used to access the Software.

2.7. Notwithstanding anything to the contrary in the Customer Agreement or this EULA, Atom Power, in its sole discretion, may temporarily suspend Your access to the Software if: (a) Atom Power determines, in its sole discretion, that (i) there is a threat to the integrity, accessibility, security or other attack on any of the Software; (ii) Your use of the Software or any portion thereof violates the terms of the Customer Agreement or this EULA or otherwise disrupts or poses a security risk to the Software (or to any other customer or vendor of Atom Power); (iii) You are using the Software for fraudulent or illegal activities; (iv) Customer undergoes bankruptcy or similar proceedings; or (v) provision of the Software to Customer or any user is prohibited by applicable law; or (b) any vendor of Atom Power has suspended or terminated access to or use of any Third Party Materials or other services or products required to enable Customer to access the Software (any such suspension described in subclause (a) or (b), a "Suspension"). So long as Customer maintains an up to date contact email with Atom Power, Atom Power will use commercially reasonable efforts to provide written notice of any Suspension to Customer and to provide updates regarding resumption of access following any Suspension. Atom Power will use commercially reasonable efforts to resume providing access as soon as reasonably possible after the event giving rise to the Suspension is cured by Customer. Atom Power will have no liability for any damage, liabilities, losses (including any loss of profits), or any other consequences that You may incur because of a Suspension. Atom Power's right to implement a Suspension does not limit or restrict its other rights in the Agreement, including any termination rights.

3. OWNERSHIP. All Licensed Materials are licensed, and not sold, to You. Atom Power and its licensors reserves and will retain its entire right, title, and interest in and to the Licensed Materials and all Intellectual Property Rights arising out of, embodied within or relating to the Licensed Materials, except as expressly granted to You in this EULA. You will reasonably cooperate with Atom Power, and will render all reasonable assistance requested by Atom Power, to assist Atom Power in preventing and identifying any use of, or access to, the Licensed Materials, in violation of this EULA.

4. CHANGES. Atom Power reserves the right, in its sole discretion, to make any changes to the Licensed Materials it deems necessary or useful to: (i) maintain or enhance: (a) the quality or delivery, competitive strength of or market for Atom Power's Products and services or (b) the Products and services' cost efficiency or performance; or (ii) comply with applicable law. This EULA will apply to any such changes.

### 5. CUSTOMER DATA

5.1. Ownership of Customer Data. Atom Power will have no claim of ownership to Customer Data, and title and all ownership rights in and to such Customer Data will at all times remain with Customer. You are responsible for obtaining all authorizations, consents, releases, and permissions necessary to provide Customer Data to Atom Power through the Software. You will not submit any Customer Data or use the Software in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, state or federal laws, statutes, ordinances, rules or regulations or any judicial or administrative orders. You hereby represent, warrant and covenant that You (or Customer) possesses (and at all times will possess) all rights and consents necessary to upload and submit Customer Data to Atom Power through the Software. Neither Customer Data nor Customer's use of the Products will: (i) contain or cause to be placed any worms, viruses or programming routines intended to interfere, damage, corrupt, surreptitiously intercept or expropriate any system, data or personal information; (ii) be materially false, misleading or inaccurate; or (iii) violate any Federal, state or local laws or regulations.

5.2. Use of Data. The Software may collect and use Customer Data and related information, including but not limited to technical information about the Products that is gathered periodically to facilitate the provision of Software updates, Product support, and other services to You (if any) related to the Software and Products. Customer grants Atom Power a worldwide, transferable, assignable, sublicensable (through multiple tiers), fully paid up, and royalty free license to use, reproduce, modify, edit, adapt, publish, sell, translate, create derivative works from, distribute, transmit, display, perform, and license and/or sell the Customer Data for any business purpose. Atom Power will not be obligated to make any payment of any sort to the Customer relating to such use.

6. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ATOM POWER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES, INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, INADVERTENT DISCLOSURE OF DATA, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE SOFTWARE, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND AND WHETHER OR NOT ATOM



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3/6

# Schedule A

## Statement of Work

8/21/25, 1:43 PM

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POWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF ATOM POWER ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE SUBJECT MATTER HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE), SHALL BE LIMITED TO FIVE HUNDRED DOLLARS (\$500.00). WITHOUT LIMITING THE FOREGOING, ATOM POWER WILL NOT BE LIABLE TO CUSTOMER FOR CLAIMS OR DAMAGES ARISING FROM OR RELATING TO (a) THE CORRUPTION, UNAUTHORIZED DISCLOSURE OR ERASURE OF DATA TRANSMITTED OR RECEIVED OR STORED ON ITS SYSTEMS OR NETWORKS; (b) THE LOSS OF DATA OR INABILITY TO ACCESS THE SOFTWARE DUE TO CIRCUMSTANCES NOT IN THE DIRECT CONTROL OF ATOM POWER, INCLUDING, SUPPLIER PROBLEMS, TELECOMMUNICATIONS FAILURES OR INTERNET SERVICE PROVIDER LIMITATIONS; OR (c) ERRORS, DEFECTS OR NON-CONFORMITIES IN THE SOFTWARE CAUSED BY NETWORKS, COMPUTERS, SOFTWARE, TELECOMMUNICATIONS EQUIPMENT OR OTHER DEVICES OUTSIDE OF ATOM POWER'S CONTROL.

7. NO WARRANTY. THE LICENSED MATERIALS AND ANY THIRD-PARTY MATERIALS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. ATOM POWER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS OR ANY GUARANTEE OR ASSURANCE THE SOFTWARE WILL BE AVAILABLE FOR USE OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. ATOM POWER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF DATA GENERATED BY THE LICENSED MATERIALS. ATOM POWER ASSUMES NEITHER RESPONSIBILITY NOR LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE LICENSED MATERIALS.

8. INDEMNIFICATION. You will defend indemnify and hold Atom Power, its vendors, and their subsidiaries and affiliates, agents, officers, directors, or other employees and also their partners harmless from any claim, demand, or damage (whether direct, indirect, or consequential), including reasonable attorneys' fees, made by anyone in connection with Your use of the Licensed Materials, Your violation of this EULA, and any other acts or omissions relating to the same.

9. TERMINATION; SURVIVAL. Atom Power will have the right to terminate this EULA if You commit a material breach of this EULA and such breach remains uncured thirty (30) days after written notice thereof. Sections 1, 2.3, 3, 4, 5, 6, 7, 8, 9, 10, and 11 will survive the termination this EULA indefinitely.

10. APP STORE TERMS. The following terms apply in the event You access the Software through a mobile application (an "App") downloaded from any app store or distribution platform (such as the Apple App Store or Google Play) where such App may now or in the future be made available (each, an "App Provider"). You acknowledge and agree that: (i) this EULA is concluded between You and Atom Power, and not with the App Provider, and Atom Power (not the App Provider), is solely responsible for the App; (ii) the App Provider has no obligation to furnish any maintenance and support services with respect to the App; (iii) in the event of any failure of the App to conform to any applicable warranty, You may notify the App Provider, and the App Provider will refund the purchase price for the App (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Atom Power; (iv) the App Provider is not responsible for addressing any claims You have or any claims of any third party relating to the App or Your possession and use of the App, including: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (v) in the event of any third party claim that the App or Your possession and use of that App infringes that third party's Intellectual Property Rights, Atom Power will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, but only to the extent explicitly required by this EULA; (vi) the App Provider, and its subsidiaries, are third-party beneficiaries of this EULA as related to Your license to the App, and that, upon Your acceptance of this EULA, the App Provider will have the right (and will be deemed to have accepted the right) to enforce this EULA as related to Your license of the App against You as a third-party beneficiary thereof; (vii) You represent and warrant that (a) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (b) You are not listed on any U.S. Government list of prohibited or restricted parties; and (viii) You must also comply with all applicable third party terms of service when using the App.

### 11. MISCELLANEOUS

11.1. Independent Contractors. The relationship of Atom Power and You is that of independent contractors. Nothing in this EULA will create or be construed to create any partnership, joint venture, agency, franchise, sales representative, employment, or fiduciary relationship between the parties. Except as otherwise provided in this EULA, neither party will have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.



# Schedule A

## Statement of Work

8/21/25, 1:43 PM

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11.2. Export and Applicable Law Compliance. This EULA is subject to any export laws, regulations, orders, or other restrictions imposed by the U.S. government (including the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations (ITAR) maintained by the U.S. Department of State) or by any other governmental entity on the Products or any related information. You will comply with all laws, rules, and regulations applicable to You and the performance of Your obligations under this EULA including all applicable export and re-export control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITA.

11.3. Choice of law; Jurisdiction. This EULA is to be construed in accordance with and governed exclusively by the internal laws of the State of North Carolina without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of North Carolina to the rights and duties of the parties. Any legal suit, action, or proceeding arising out of or relating to this EULA will be commenced exclusively in a federal court or state court with jurisdiction over Charlotte, North Carolina, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action, or proceeding. EACH OF ATOM POWER AND CUSTOMER HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT.

11.4. Assignment. This EULA may not be assigned, in whole or part, whether voluntarily, by operation of law, or otherwise, by You without the prior written consent of Atom Power. Subject to the preceding sentence, the rights and liabilities of the parties hereto will bind, and inure to the benefit of, their respective assignees and successors. Any attempted assignment other than in accordance with this Section 10.4 will be null and void.

11.5. Waiver. The waiver by either party of a breach of or a default under any provision of this EULA will be in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this EULA, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

11.6. Changes or Modifications to this EULA. From time to time, we may, in our sole discretion, modify or amend EULA. We will provide notice to you (either through the Software, via email or posted at [www.atompower.com/legal](http://www.atompower.com/legal) or any successor website) of any such modifications or amendments. Continued use of the Software after receipt of such notice constitutes your acceptance of the modified or amended EULA. Notwithstanding the foregoing, if you reasonably believe that any such modifications or amendments will materially impact your use of Software or your rights under this EULA, You may contact us within thirty (30) days of the modifications or amendments taking effect, and Atom Power will cooperate in good faith with you to address your concerns with the modifications or amendments to the EULA.

11.7. Severability. If the application of any provision of this EULA to any particular facts or circumstances is held invalid or unenforceable by a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of the other provisions of this EULA will not in any way be affected or impaired thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.8. Force Majeure. Except for the payment of amounts due under this EULA, neither party will be liable for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, pandemics and epidemics, utility or power outages, riots, war, and acts of civil and military authorities; provided, however, that such party gives the other party prompt written notice of the delay or failure and the reason for the delay or failure, and uses its reasonable efforts to limit the resulting delay or failure.

11.9. Notices. Any notice, request, demand, or other communication required or permitted hereunder will be in writing, will reference this EULA and will be deemed to be properly given: (a) when delivered personally; or (b) upon acceptance or rejection if delivered by nationally-recognized overnight courier. All notices will be sent to the address set forth on the cover page of this EULA and to the notice of the person executing this EULA (or to such other address or person as may be designated by a party by giving written notice to the other party pursuant to this Section 10.8).

11.10. Counterparts. This EULA (including the exhibits to this EULA, which are incorporated by reference) may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

11.11. Entire Agreement. This EULA constitutes the entire agreement between the parties with respect to the subject matter of this EULA and supersedes all prior agreements, oral or written, regarding such subject matter. This EULA may not be modified or



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5/6

Schedule A  
Statement of Work

8/21/25, 1:43 PM

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amended except in writing signed by a duly authorized representative of each party. In the event of any conflict between the provisions of this EULA, a purchase order, and a mutually executed agreement which incorporates this EULA by reference, the following order of precedence will apply (i) the EULA (solely in connection with the Software); (ii) a mutually executed agreement



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[Legal](#)



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# Schedule B Insurance Requirements



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CBM Insurance Agency, LLC 100 W. Commons Blvd, Ste 302 Suite 302 New Castle DE 19720		<b>CONTACT</b> NAME: Rachel L. Ferrell AIS, AINS, CISR PHONE (A/C No. Ext): 302-322-2261 FAX (A/C No): 302-322-8285 E-MAIL: rferrell@cbmins.com ADDRESS:	
<b>INSURED</b> Gateway International 360 125 Rickey Blvd. Box 518 Bear DE 19701		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Selective Insurance Company of Southeast	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES** **CERTIFICATE NUMBER:** 2029471472 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		S 2473861	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Product Recall Coverage Transportation Coverage		S 2473861	11/1/2024	11/1/2025	Occurrence Aggregate \$ 100,000 \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Snohomish County 3000 Rockefeller Ave Everett WA 98201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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# Schedule B Insurance Requirements



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/2/2025

[THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.]

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ECM Solutions PO Box 12457 4000 Park Road Charlotte NC 28220-2457		<b>CONTACT NAME:</b> Kirsten Emory <b>PHONE (A/C, No, Ext):</b> 704-227-3104 <b>FAX (A/C, No):</b> 704-529-4422 <b>E-MAIL ADDRESS:</b> emory@ecmins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> The Phoenix Insurance Company	25623
		<b>INSURER B:</b> Colony Insurance Company	39993
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 556256748 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PACEM4287348	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-9M413051-25-I5-G	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EXC4287349	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB5X8410474225	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Schedule C  
Cost Proposal

**RFP-24-0328RB-S  
COST PROPOSAL**

**ATTACHMENT A-1**

**Equipment and Hardware**

<b>Item Description</b>	<b>Est. Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Notes</b>
<b>Level 3 Fleet Charging Stations (DC Fast Charging)</b>	3	\$34,200.00	\$102,600.00	DC fast charging stations for fleet vehicles, including access control.
<b>Hardware (charging stations, cables, connectors)</b>	3	\$3,800.00	\$11,400.00	Includes all required hardware for the charging stations.
<b>Level 2 Fleet Depot Charging Stations (AC)</b>	60	\$3,090.00	\$185,400.00	Charging stations for fleet depots (dual-port, weather-resistant).
<b>Hardware (charging stations, cables, connectors)</b>	60	\$695.00	\$41,700.00	Includes dual-port charging capability, weather-resistant design.
<b>Level 2 Public-Facing Charging Stations (AC)</b>	20	\$1,775.00	\$35,500.00	Charging stations for public use with revenue-grade metering.
<b>Hardware (charging stations, cables, connectors)</b>	20	\$1,275.00	\$25,500.00	Outdoor-rated, auto-retractable cable management system.
<b>Take-Home Charging Stations (AC)</b>	1	\$995.00	\$995.00	Charging stations for County employees (outdoor rated, 11.5kW).
<b>Hardware (charging stations, cables, connectors)</b>	1	\$400.00	\$400.00	Charging stations for take-home vehicles (11.5kW single port).

**Software and Ongoing Support**

Schedule C  
Cost Proposal

Item Description	Est. Quantity	Unit Price	Total Price	Notes
<b>Software Integration (Fleet Management, Energy Management)</b>	1	\$300.00	\$300.00	Software to integrate fleet management and energy management.
<b>Software Integration (Energy management &amp; reporting)</b>	1	\$150.00	\$150.00	Energy management software and usage tracking/reporting capabilities.
<b>Payment System Integration</b>	1	\$300.00	\$300.00	Secure payment gateway for fee collection at public stations.
<b>Software Integration (Usage reporting)</b>	1	\$150.00	\$150.00	Includes revenue-grade metering for take-home fleet vehicles.
<b>Energy Management System (EMS) Software</b>	1	\$150.00	\$150.00	Software for real-time network monitoring, load balancing, and optimization.
<b>EMS Software &amp; Real-Time Monitoring</b>	1	\$150.00	\$150.00	Includes monitoring and real-time power management for the network.
<b>Training for Fleet Staff</b>	1	\$5,500.00	\$5,500.00	Comprehensive training for fleet personnel.
<b>Ongoing Support &amp; Maintenance (Annual)</b>	1 Year	\$399.00	\$399.00	Includes ongoing system support and software updates.

## FOB Shipping Terms

All equipment and hardware are the vendors responsibility for shipment, **FOB Shipping Destination.**