

Station within one hundred twenty (120) days shall effect termination of the License, provided that GPC shall have an additional one hundred twenty (120) days to replace the Charging Station if GPC's failure to replace within an initial one hundred twenty (120) days is caused by a supplier delay, proof of which is provided to Licensor.

**3.4 Operation and Maintenance.** GPC, at its sole cost and discretion, will maintain and operate the Charging Station. GPC, in its sole discretion, will determine the type and amount of user fees and method of payment to GPC. Licensor may not collect any fee for use of the Charging Station. If there are operational or maintenance issues with the Charging Station, Licensor will not undertake any repair; instead, Licensor will promptly contact GPC per **Exhibit C** attached hereto. GPC does not guarantee uninterrupted or continual operation of the Charging Station and, in its sole discretion, may interrupt operation when necessary.

**3.5 Licensor Obligations.** Licensor, at its sole cost and expense, will take all action necessary to maintain the License Area in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the Premises common areas, including providing lighting and general security for the License Area. Licensor agrees to take reasonable measures (including towing) to discourage non-EV vehicles from parking in the License Area.

**3.6 Property Taxes.** GPC is solely responsible for personal property taxes imposed on the Charging Station.

#### **PART 4 INTELLECTUAL PROPERTY; PUBLICITY**

**4.1 GPC Intellectual Property.** As between the Parties, GPC retains ownership of all of GPC's "Intellectual Property" (each copyright, patent, trademark, service mark, name, logo, design, domain name, trade secret, know-how, and each unique concept, data, or knowledge eligible for legal protection as intellectual property under applicable law). Licensor has, and will obtain, no right in any GPC Intellectual Property. Each reference to GPC in this Section 4 includes its parent, Southern Company, and its affiliates. Any document in any format prepared by or under the direction of GPC in connection with construction, installation, or maintenance of a Charging Station is solely and exclusively GPC Intellectual Property.

**4.2 Publicity.** Licensor may not use GPC's name or any GPC Intellectual Property without GPC's prior written consent. No publication or promotional material may claim or imply that GPC endorses Licensor. Licensor agrees that it will not place a logo, trademark, service mark, or advertising device on any portion of the Charging Station or in the License Area without GPC's prior written consent. GPC may advise mapping services, vehicle navigation system manufacturers, or smart phone application developers of the existence of the Charging Station at the License Area. To promote and inform the public about the Charging Station, GPC may disclose to the public information about the location of the Charging Station and its status and may use the business name (or project or shopping center name as designated by Licensor) and address of the License Area in promotional materials, websites, and maps. With Licensor's prior written consent, GPC may use Licensor's logo, trademark, or service mark in promotional materials, websites, or maps.

#### **PART 5 LICENSOR REPRESENTATIONS, WARRANTIES AND COVENANTS**

Licensor represents, warrants, or covenants that: (i) it has or will obtain any consent or approval required for Licensor to enter into, grant the rights in, and perform its obligations under, this License, and for GPC to take the contemplated actions with respect to the License Area, from any third party: (a) with an interest in the Premises; or (b) whose consent is required under conditions, covenants, or restrictions documents or declarations affecting the Premises; (ii) there is no lien, judgment, encumbrance, or other impediment of title on the Premises that would adversely affect use of the License Area by GPC per this License; and (iii) it will maintain the Premises free of any lien, judgment, encumbrance, or impediment throughout the Term.

#### **PART 6 INSURANCE**

**6.1 GPC Insurance.** During the Term, GPC will maintain, at its cost and expense, the insurance coverage it is required to maintain by the Georgia Public Service Commission. In all events, GPC will be entitled to self-insure.

**6.2 Licensor Coverages.** Licensor maintains coverages through the Association County Commissioners of Georgia-Interlocal Risk Management Agency ("ACCG-IRMA") including general liability coverage and workers compensation coverage. Upon request during the Term, Licensor will provide to GPC a certificate evidencing its then current coverages.

**6.3. No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be construed to effect a waiver of Licensor's sovereign immunity or any other immunity available to Licensor and/or its agents or employees.

**6.4 Indemnity.** GPC shall indemnify, defend, and hold harmless Licensor from any and all claims, demands, suits, damages, and judgments, resulting from, arising out of, or caused by GPC's construction, installation, maintenance, repair, operation, and/or use of the Charging Station, License Area, and/or Premises to the extent not caused by Licensor, its agents or representatives.

#### **PART 7 BROKERS; ATTORNEYS' FEES; REMEDIES**

**7.1 Brokers.** Each Party represents to the other that it has not dealt with any broker in connection with this License. Each Party will indemnify and hold harmless the other against and from any loss, cost, damage or fee (including reasonable attorneys' fees) resulting from any inaccuracy of this representation and warranty.

**7.2 Attorneys' Fees.** If either Party sues the other for violation of, or to enforce any provision of, this License, the prevailing Party will be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees.

**7.3 Remedies.** Licensor specifically agrees that if the covenants in Section 1 are breached, damages will be very difficult, if not impossible, to ascertain. Accordingly, in addition to any other remedy allowed by law, the Parties agree that each covenant will be enforceable in equity. The rights and remedies provided by this License are cumulative and are additional to any right under applicable law or in equity; the use of any right or remedy by a Party does not preclude or waive its right to use any other remedy.