

RIVIAN EV CHARGER PURCHASE AGREEMENT

This **Rivian EV Charger Purchase Agreement** (this “**Agreement**”) is effective as of 18-Oct-2022 (the “**Effective Date**”), by and between Rivian, LLC a Delaware limited liability company (“**Rivian**”), and Contra Costa County Fire Protection District (“**Purchaser**”). Rivian and Purchaser are sometimes referred to in this Agreement, collectively, as the “**Parties**” and each, individually, as a “**Party**”.

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. PRODUCTS AND SERVICES.

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Rivian agrees to sell to Purchaser, and Purchaser agrees to purchase from Rivian, electric vehicle chargers and related equipment (“**Products**”), and related services (the “**Services**”), in each case, as described in one or more SOWs (defined below) executed by the Parties from time to time during the term of this Agreement.

1.2 **Statements of Work.** The initial statement of work (“**SOW**”) is attached hereto as Exhibit A. Each SOW shall, as applicable, contain: (a) a reference to this Agreement; (b) a description of the Products and Services to be provided by Rivian; (c) the schedule for completion of any Services or delivery of any Products; (d) the quantity of any Products to be provided by Rivian; (e) the prices for the Products and Services and a payment schedule; and (f) such additional information as the Parties may wish to include. Executed SOWs are non-cancelable, non-returnable and non-refundable. All SOWs are subject to the terms of this Agreement and are incorporated herein by reference.

1.3 **Rivian Portal.** The Products are designed to work in conjunction with Rivian’s cloud-based application services and/or Rivian’s mobile device software application (collectively, the “**Portal**”). To access the Portal, Purchaser must enter into a separate agreement with Rivian.

2. PAYMENT TERMS.

2.1 **Purchase Price.** Purchaser shall pay to Rivian the prices for the Products and Services as set forth in the applicable SOW. Purchaser shall make all payments in United States dollars by ACH or wire transfer to an account designated by Rivian in writing from time to time. The prices set forth in the applicable SOW will include all shipping, transportation, warehousing, insurance and other charges and costs associated with shipment of the Products to Purchaser.

2.2 **Invoices.** Rivian will invoice Purchaser for any Services in accordance with the applicable SOW. Unless otherwise stated in an SOW, Rivian will invoice Purchaser for the Products upon the first to occur of the following (i) the passage of 60 calendar days from the shipment date of such Products and (ii) upon activation of such Products.

2.3 **Payment Terms.** Purchaser shall pay all invoices within 30 calendar days of the date of such invoice. Purchaser shall notify Rivian in writing of any dispute with any invoice, along with a reasonably detailed description of the dispute, within 10 calendar days from Purchaser’s receipt of such invoice. Purchaser will be deemed to have accepted all invoices for which Rivian does not receive timely notification of disputes, and shall pay all undisputed amounts due under such invoices within the period set forth in this Section 2.3.



2.4 **Late Payments.** Except for invoiced payments that Purchaser has timely disputed, Purchaser shall reimburse Rivian for all costs incurred in collecting any late payments, including reasonable attorneys' fees. In addition to all other remedies available under this Agreement or at law, if Purchaser fails to pay any undisputed amounts when due under this Agreement, Rivian may (a) suspend delivery of any Products or Services; or (b) terminate this Agreement or the applicable SOW pursuant to the terms of Section 14.

2.5 **Taxes.** All prices, fees, and other amounts payable by Purchaser under this Agreement are exclusive of taxes and similar assessments. Purchaser will be responsible for all sales, use, ad valorem, VAT, property, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Purchaser under this Agreement, other than any taxes imposed on Rivian's income. Additionally, if Purchaser permits third parties to use the Products for a fee, Purchaser shall be solely responsible for determining, calculating, collecting and remitting any federal, state, or excise tax due on any amounts received by Purchaser from users of the Products.

2.6 **No Set-off Right; No Right of Return.** Invoiced amounts are not subject to reduction by set-off or otherwise without the prior written consent of Rivian. All sales are final and Purchaser shall have no right of return.

3. SHIPMENT AND DELIVERY OF PRODUCTS.

3.1 **Shipment.** Rivian shall select the method of shipment of, and the carrier for, the Products. Rivian may, at its sole discretion, without liability or penalty, make partial shipments of Products to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of an SOW.

3.2 **Delivery.** The Products will be delivered to Purchaser at the addresses and in the amounts set forth in the applicable SOW. The Products shall be delivered [DAP Purchaser's delivery location set forth in the applicable SOW]. Any time quoted for delivery is an estimate only. Rivian is not liable for any loss or damage arising from any failure to deliver or delay in delivery of any Products. However, if Rivian delays shipment of all or any Products more than 30 days after the estimated delivery date provided by Rivian to Purchaser ("**Delivery Delay**"), then Purchaser may, as its sole and exclusive remedy therefor, cancel the related SOW with respect to the delayed Products affected by the Delivery Delay by giving Rivian notice within 10 days of the Delivery Delay. Purchaser shall not be relieved of its obligations under this Agreement (including its obligation to accept delivery of any remaining installments of Products) due to any delay in the shipment or delivery of any Products.

3.3 **Title and Risk of Loss.** Unless otherwise stated in an applicable SOW, title to the Products passes to Purchaser upon delivery of such Products. Risk of loss or damage to all Products will remain with Rivian until such Products are delivered and such risk will transfer to Purchaser at such time.

4. **INSTALLATION.** Unless otherwise expressly agreed to by the Parties in an SOW, Purchaser will be solely responsible for installing and provisioning the Products at its facilities and for the costs thereof. If the Parties agree for Rivian to arrange for installation of any Products: (a) a description of such installation services and fees shall be set forth in an applicable SOW; (b) Purchaser will provide the necessary access and rights to allow Rivian or its service provider to install such Products; and (c) Purchaser will cooperate with Rivian or its service provider as to the installation of the Products.

5. **COMPREHENSIVE MAINTENANCE SERVICES.** If the Parties agree for Rivian to provide comprehensive maintenance services for the Products: (a) a description of such comprehensive maintenance services and fees shall be set forth in an applicable SOW; (b) Purchaser will provide the necessary access



and rights to allow Rivian or its service provider to inspect such Products; and (c) Purchaser will cooperate with Rivian or its service provider as to the servicing of the Products.

6. SOFTWARE UPDATES. During the term of this Agreement, to the extent that Rivian makes generally available to all of its customers any software fixes, new versions or new releases (collectively, “**Updates**”) of the software incorporated in the Products, Rivian will make such Updates available to Purchaser for the Products supplied pursuant to this Agreement in whatever manner Rivian decides including over the air updates. Purchaser agrees to install such Updates promptly.

7. PRODUCT WARRANTY.

7.1 Limited Warranty. Products are covered by the terms of a limited warranty, which is available at Rivian.com/legal, and is hereby incorporated into this Agreement. Purchaser has no right to return for repair, replacement, credit, or refund any Products except as set forth in the limited warranty.

7.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTY, RIVIAN MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO THE PRODUCTS AND SERVICES (IN EACH CASE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE), INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RIVIAN DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL MEET PURCHASER’S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY MADE BY RIVIAN, OR ANY OTHER PERSON ON RIVIAN’S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE LIMITED WARRANTY.

8. LIMITATION OF LIABILITY.

8.1 Disclaimer of Indirect Damages. EXCEPT FOR (A) ITS INDEMNIFICATION OBLIGATIONS HEREUNDER; (B) ITS BREACH OF ANY INTELLECTUAL PROPERTY OR CONFIDENTIALITY PROVISIONS HEREIN (INCLUDING ANY LIMITATIONS OR RESTRICTIONS ON USE OF THE PRODUCTS); OR (C) PURCHASER’S OBLIGATION TO PAY ALL AMOUNTS DUE TO RIVIAN HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR THE LOSS OF PROFITS OR REVENUES, ARISING OUT OF OR RELATED TO THE PRODUCTS, SERVICES, OR THIS AGREEMENT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

8.2 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, RIVIAN’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO RIVIAN PURSUANT TO THIS AGREEMENT FOR THE SPECIFIC PRODUCT(S) OR SERVICES GIVING RISE TO THE CLAIM.

8.3 Basis of the Bargain. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 ARE A FUNDAMENTAL BASIS OF THE BARGAIN, THAT RIVIAN HAS SET ITS FEES IN RELIANCE ON THE ENFORCEABILITY OF THESE PROVISIONS, AND THAT THEY SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY SHALL FAIL ITS ESSENTIAL PURPOSE.



9. PURCHASER REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1 Purchaser Representations and Warranties. Purchaser expressly represents and warrants to Rivian that: (a) Purchaser is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (b) Purchaser has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; and (c) Purchaser has obtained and will maintain any applicable approvals, registrations, licenses, inspections, permits, or the like with regard to performance under this Agreement.

9.2 Environmental Attributes. To the fullest extent permitted by applicable laws and as part of the consideration for the sale of the Products, Purchaser agrees to transfer any and all, current or future, credits, benefits, offsets, allowances, capacity attributes, verified emission reductions, voluntary emission reductions, avoided compliance costs, emission rights and authorizations and emissions reduction recognition in any form, arising under any federal, state, local or other law or regulation, or any emission reduction registry, trading system, or reporting or reduction program, that is now in effect, subsequently amended, or enacted or adopted hereafter, in any way arising out of or relating to the Products sold to Purchaser under this Agreement (collectively, the “**Environmental Attributes**” associated with the Products to Rivian. Purchaser will undertake any and all actions necessary to effect (a) the transfer of all Environmental Attributes to Rivian and (b) the recognition of Rivian as the owner of those Environmental Attributes. Rivian shall have a right to all Environmental Attributes that exist now or will exist in the future. All Environmental Attributes shall be the sole and exclusive property of Rivian to transfer, sell, hold, or convey at its sole and absolute discretion. Purchaser agrees that it will not separately sell, transfer, assign, or otherwise convey Environmental Attributes to any third party.Site Maintenance. Purchaser, at Purchaser’s sole cost and expense, shall maintain the sites where any Products are installed in good order and condition and in a manner that is: (a) free from any obstructions, hazards or anything else that could impair or inhibit access to, or the operation or maintenance of the Products; and (b) well-manicured, free and clear of any excess debris, brush, roots, trees, or trash.

10. OWNERSHIP OF CHARGING DATA. Purchaser acknowledges and agrees that when an electric vehicle is connected to a Product for charging, the Product and/or the Portal may collect data concerning the vehicle being charged (“**Charging Data**”) and the Product and/or the Portal may transmit such Charging Data to Rivian. As between the Parties, Charging Data shall be the sole property of Rivian and shall be considered Rivian Confidential Information (as defined in Section 12.1). Purchaser has no right or license to any Charging Data and Rivian reserves all rights in Charging Data.

11. INTELLECTUAL PROPERTY.

11.1 Intellectual Property Defined. Intellectual Property means any intellectual property rights or similar proprietary rights in any jurisdiction, whether registered or unregistered, including such rights in and to: (a) trademarks and pending trademark applications, trade dress, service marks, certification marks, logos, domain names, uniform resource locators, trade names and fictional business names, together with all translations, adaptations, derivations and combinations and like intellectual property rights, together with all goodwill associated with the foregoing, (b) issued patents and pending patent applications, and any and all divisions, continuations, continuations-in-part, reissues, renewals, provisionals, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights, inventions, invention disclosures, discoveries and improvements, whether or not patentable, (c) works of authorship, all copyrightable works (including software) and all copyrights including all applications, registrations, and renewals thereof, and all rights corresponding thereto, (d) trade secrets, proprietary business, technical and know-how information, non-public information, and confidential



information and rights to limit the use or disclosure thereof by any Person, (e) mask works, and (f) moral rights.

11.2 Ownership. As between the Parties, all right, title and interest in and to any Intellectual Property related in any way to the Products is, and shall remain, the exclusive property of Rivian. Nothing in this Agreement shall constitute or construe any sale, assignment, or transfer of any of Rivian's Intellectual Property. Any goodwill derived from the use by Purchaser of the Products or Rivian's Intellectual Property inures to the benefit of Rivian.

11.3 Purchaser's Prohibited Acts. Purchaser shall not and shall not engage others to: (a) adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any Products, or any component thereof, or otherwise attempt to obtain Charging Data or derive the source code or underlying technology, methodologies or algorithms of any Products; (b) create derivative works based on the Products; (c) copy, frame or mirror any part or content of the Products; (d) interfere with, modify or disable any features or functionality of any Products; (e) make any claim or take any action adverse to Rivian's ownership of Rivian's Intellectual Property Rights; (f) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Products, Rivian's Intellectual Property, or Rivian; (g) develop competing products or services or copy any features, functions, interface, or graphics of the Products; or (h) alter, obscure or remove any Rivian trademarks, patent, trademark or copyright notices, or any other proprietary rights notices placed on the Products, marketing materials or other materials that Rivian may provide pursuant to this Agreement.

11.4 Use of Marks.

(a) Rivian Marks. Purchaser shall not use, and shall not have any right to use, the names, logos, symbols and/or any other trademarks of Rivian or its respective affiliates (collectively, the "**Rivian Marks**") unless and until each such use is approved in advance and in writing by Rivian (or such other Rivian affiliate that owns the Rivian Mark) in accordance with Section 10.4(b) below. Any uses of the Rivian Marks approved by Rivian shall at all times comply with the guidelines made available to Purchaser by Rivian from time to time. All uses by Purchaser and any goodwill therein inure to the benefit of Rivian (and/or its designees). Purchaser's permission to use the Rivian Marks may be withdrawn by Rivian at any time at its sole discretion upon prior written notice to Purchaser, and in such event Purchaser shall cease use of the Rivian Marks within 10 days of receipt of such notice or within such other time period as may be agreed in writing between Rivian and Purchaser.

(b) Review Process. Purchaser shall submit a mock-up depicting use and context at least five business days prior to planned public release of any material incorporating a Rivian Mark and such use shall be subject to Rivian's prior written approval. Rivian shall use commercially reasonable efforts to approve or disapprove the proposed use within such five business days of Purchaser's submission. Any submission not approved or disapproved by Rivian within five business days of submission shall be considered disapproved.

12. CONFIDENTIALITY.

12.1 Definition. "**Confidential Information**" means information that is disclosed by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") hereunder during the term of this Agreement that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, except that "Confidential Information" shall not include any information that (a) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Receiving Party; (b) is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the



Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure. In addition, the terms and conditions of this Agreement and any SOW shall be deemed to be Confidential Information of both Parties; provided, however, that nothing in this Agreement shall be construed to prevent Rivian from duplicating the terms of this Agreement in agreements with other parties, incorporating such terms in its general policies, or stating that any such terms apply to other customers, provided that Rivian does not make specific reference to Purchaser in any such agreement, general policy or statement.

12.2 General Obligations. Each Party agrees that it will during the term of this Agreement and thereafter: (a) not disclose the other Party's Confidential Information to any third party (other than as permitted in the last sentence of this paragraph); (b) use the other Party's Confidential Information only to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement; (c) disclose the other Party's Confidential Information only to those of its employees and independent contractors who reasonably need to know such information for purposes of this Agreement and who are bound by confidentiality obligations offering substantially similar protection to those in this Section 12; and (d) protect all Confidential Information of the other Party from unauthorized use, access or disclosure in the same manner as it protects its own confidential information of a similar nature, and in no event with less than reasonable care. Notwithstanding the above, this paragraph shall not prohibit: (i) a Party from disclosing Confidential Information of the other Party to the extent required by applicable law, rule or regulation (including a court order or other government order) or the rules and regulations of the SEC or any national securities exchange; provided that such Party provides the other Party prior written notice of such disclosure, to the extent practicable, and reasonably cooperates with efforts of the other Party to seek confidential treatment thereof, to the extent such cooperation is requested by the other Party; or (ii) a Party from disclosing the terms and conditions of this Agreement to its attorneys and financial advisors, or current or potential lenders, other sources of financing, investors or acquirors (provided that such third parties are bound by confidentiality obligations offering substantially similar protection to those in this Section 12; provided further that such third parties are only permitted to use such information for the purpose of advising, lending or providing financing to, or investing in or acquiring, such Party, as applicable).

12.3 Return or Destruction. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party, or destroy or erase, the Disclosing Party's Confidential Information in tangible form, upon the termination or expiration of this Agreement; provided that (a) Receiving Party may retain a copy of Disclosing Party's Confidential Information solely for the purposes of tracking Receiving Party's rights and obligations hereunder with respect thereto; (b) Receiving Party may retain copies of Disclosing Party's Confidential Information solely to the extent required by law or by applicable professional standards which require such Party to retain copies of its working papers; and (c) Receiving Party may retain Disclosing Party's Confidential Information solely to the extent reasonably necessary for Receiving Party to exercise rights or perform obligations under this Agreement that survive such termination or expiration.

12.4 Feedback. Notwithstanding the above or anything to the contrary herein, if Purchaser or any of its employees, agents or contractors send, transmit or otherwise communicate to Rivian any information or materials suggesting or recommending changes to the Products, including suggestions for new features or functionality, or any comments, questions or other suggestions (collectively, "**Feedback**"), the Feedback shall not be considered Confidential Information of Purchaser, and Rivian shall be free to use, disclose, and otherwise exploit in any manner, the Feedback without restriction, for any purpose and without any payment to Purchaser.



13. INDEMNIFICATION.

13.1 Rivian Indemnification. Rivian will defend, indemnify and hold harmless Purchaser and its officers, directors, successors and permitted assigns from and against any and all claims, actions, liabilities, losses, damages, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") to the extent arising from any third party claim alleging: (a) that any of the Products or Purchaser's use thereof infringes any Intellectual Property of a third party, or (b) any bodily injury, death of any person or damage to real or tangible property to the extent caused by a defective Product. Notwithstanding anything to the contrary in this Agreement, Rivian will not be liable under this Section 13.1, and have no obligation to defend, indemnify or hold Purchaser harmless, if such Losses arise out of or result from: (i) Purchaser's negligence or more culpable act or omission (including recklessness or willful misconduct); (ii) use of the Products by Purchaser or any third party in a manner that is not approved by Rivian; (iii) any modification of the Products (excluding any modifications performed by Rivian); or (iv) use of the Products with any other software, hardware or other goods or services that are not approved by Rivian. Notwithstanding anything to the contrary in this Agreement, this Section 13.1 does not apply to any claim for which a sole or exclusive remedy is provided for under this Agreement.

13.2 Purchaser Indemnification Obligation. Purchaser will defend, indemnify and hold harmless Rivian, its affiliates and their respective officers, directors, , successors and permitted assigns from and against any and all Losses arising from any third party claim alleging: (a) any bodily injury, death of any person or damage to real or tangible property arising out of or related to the acts or omissions of Purchaser; (b) any failure by the Purchaser to comply with any applicable laws; (c) use of the Products by Purchaser in a manner that is not approved by Rivian; (d) any modification of the Products by Purchaser in a manner that is not approved by Rivian; or (e) failure to pay any applicable sales, use, ad valorem, property, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Purchaser under this Agreement.

13.3 Indemnification Procedure. The indemnified Party shall give the indemnifying Party prompt written notice of any claim for which indemnification is sought. Failure to give notice will not diminish the indemnifying Party's indemnification obligation, except to the extent that the indemnifying Party is materially prejudiced by such failure. When provided notice of a claim subject to indemnification, the indemnifying Party, at the indemnifying Party's expense, will undertake defense of such claim. In no event will the indemnifying Party agree to any settlement of a claim subject to indemnification hereunder without the express written consent of the indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed). The indemnified Party will cooperate in good faith in such defense at the indemnifying Party's expense.

(a) Intellectual Property Indemnification Procedure. Subject to Section 13.1(i)-(iv), if the Products, or any part of the Products, become the subject to a claim of a third party that qualifies for intellectual property indemnification coverage under Section 13.1(a), Rivian shall, at Rivian's cost and expense and at Rivian's sole discretion:

(i) Notify Purchaser in writing to cease using all or a part of the Products, in which case, Purchaser shall immediately cease all such use of such Products upon receipt of Rivian's notice; and

(ii) Either: (A) promptly procure for Purchaser the right to continue using the Products, (B) replace or modify the Products to make them non-infringing, or (C) credit or refund the applicable purchase price of such Product, or a proportionate amount if only a portion of the Product is affected, less any applicable discounts, rebates, or credits.



(iii) PURCHASER AGREES THAT THIS SECTION 13.3(a) SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF RIVIAN AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO SECTION 13.1(a).

14. **TERM AND TERMINATION; SURVIVAL.**

14.1 **Term.** This Agreement shall become effective on the Effective Date and will continue until terminated in accordance with this Section.

14.2 **Rivian's Right to Terminate.** Rivian may immediately terminate this Agreement, or any SOW, upon written notice to Purchaser: (a) if Purchaser fails to pay any amount when due under this Agreement; (b) if Purchaser breaches any provision of this Agreement and either the breach cannot be cured as determined by Rivian at its sole discretion or, if the breach can be cured as determined by Rivian at its sole discretion, it is not cured by Purchaser within 10 days after Purchaser's receipt of written notice of such breach; (c) if Purchaser repudiates or threatens to breach any of the terms of the Agreement; (d) upon a sale of all or substantially all of Purchaser's equity or assets; (e) if Purchaser (i) becomes insolvent or is generally unable to pay its debts as they become due or (ii) becomes subject, voluntarily or involuntarily, to any proceedings under any bankruptcy, receivership, or other insolvency law; or (f) for convenience.

14.3 **Effect of Termination.** Any notice of termination under this Agreement automatically operates as a cancellation of all SOWs, and any deliveries of Products to Purchaser that are scheduled to be made subsequent to the effective date of termination.

14.4 **Survival.** Any rights and obligations of the Parties which, by their nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

15. **FORCE MAJEURE.** Rivian shall not be liable or responsible to Purchaser, nor be considered to have defaulted or breached this Agreement or any SOW, for any failure or delay in fulfilling or performing any of its obligations under this Agreement or any SOW to the extent that such failure or delay is caused by or results from any act, circumstance, or other cause beyond Rivian's reasonable control, including acts of God, fire, flood, natural disaster, pandemic, explosion, war, invasion or hostilities (whether war is declared or not), governmental actions, national emergency, terrorist threats or acts, strike, labor unrest, riot or other civil unrest, embargo, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable technology or components, telecommunication breakdown, or power outage.

16. **GOVERNING LAW; DISPUTE RESOLUTION.**

16.1 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. The United Nations Convention on the International Sale of Goods is expressly excluded.

16.2 **Executive Negotiation.** In the event of any dispute arising out of or relating to this Agreement (including its interpretation, validity, performance, or breach) (a "**Dispute**"), a Party shall give written notice of the dispute to the other Party. Executives of the Parties with authority to resolve the dispute shall then meet within thirty (30) days, or such additional period to which the Parties may agree in writing, following such notice. No Party shall commence any litigation or arbitration proceeding until after the



meeting or meeting has been refused, except as necessary to avoid irreparable harm or expiration of a relevant statute of limitations.

16.3 Arbitration. Any Dispute not amicably resolved shall be settled by final and binding arbitration to be conducted by the American Arbitration Association under its Commercial Rules.

(a) The place of the arbitration shall be Wilmington, Delaware, but the arbitrator or arbitrators may conduct hearings by videoconference or in such other places to which the Parties may agree or the arbitrator or arbitrators may order.

(b) The arbitration shall be governed by the Federal Arbitration Act.

(c) The arbitration shall be conducted in the English language.

(d) There shall be only one (1) arbitrator, unless the relief requested as against any Party exceeds \$5 million in value, in which case there shall be three (3) arbitrators.

(e) Except as necessary to confirm or vacate any award or as otherwise required by law, the fact of and all evidence in the arbitration shall be strictly confidential, unless already known to the disclosing Party without obligation of confidentiality or in the public domain without fault of the disclosing Party.

(f) The arbitrator or arbitrators shall have the authority to render an early disposition of any issue of law or fact, after the Parties have had a reasonable opportunity to present evidence and argument as to such issue.

(g) The right and obligation to arbitrate under this Section 16.3 shall extend to any claim by or against an affiliate, parent, subsidiary, officer, director, manager, member, shareholder, agent, or employee of a Party.

(h) Any arbitral proceedings shall be conducted on an individual basis only, and the arbitrator or arbitrators shall have no authority to certify a class of claimants or consolidate claims absent the express written consent of Rivian.

16.4 Exclusive Jurisdiction; Waiver of Jury Trial. Without derogation of the obligation to arbitrate above, any court proceedings concerning a Dispute shall be subject to the exclusive jurisdiction of the state or federal courts sitting in or for New Castle County, Delaware, except that that any judgment thereof or any arbitral award may be enforced in any court of competent jurisdiction. The right of a trial by jury of any Dispute is irrevocably waived.

16.5 Attorneys' Fees and Costs. The prevailing Party in any arbitration or litigation of a Dispute shall be entitled to award of all costs, expenses, and attorneys' fees reasonably incurred in the prosecution or defense of a claim.

17. MISCELLANEOUS.

17.1 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (a) when delivered personally; (b) one business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (c) three business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices shall be sent to the addresses identified in this Section 17.1 or to such other address as may be



specified by either Party to the other Party in accordance with this Subsection. To Rivian: Rivian, LLC, 607 Hansen Way, Palo Alto, CA 94304, ATTN: Vice President, Energy & Charging with a copy to Rivian, LLC, 14600 Myford Rd., Irvine, CA 92606, ATTN: General Counsel. To Purchaser: [PURCHASER TO PROVIDE].

17.2 Assignment; Successors and Assigns. This Agreement and the rights, duties and obligations of the Purchaser may not be assigned, transferred or encumbered by Purchaser without the prior written consent of Rivian. No assignment shall relieve Purchaser of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. Rivian may assign or transfer any of its rights or obligations under this Agreement to an affiliate, subsidiary or otherwise, either voluntarily or by operation of law, without Purchaser's consent and without prior notice. This Agreement will inure to the benefit of, and be binding upon, the respective heirs, executors, administrators, legal representatives, and permitted successors and assigns of each party.

17.3 Advertising and Publicity. Rivian shall have the right to use Purchaser's name and logo on client lists published on Rivian's website and in marketing materials. Rivian may announce the relationship hereunder in a press release provided that Rivian obtains Purchaser's prior approval of the wording of the release (such approval not to be unreasonably withheld)

17.4 No Waiver. No waiver by either Party of any default will be deemed as a waiver of any prior or subsequent default of the same, or of other, provisions of this Agreement.

17.5 Severability. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable provision(s) will be revised to make them legal and enforceable. The remainder of this Agreement will otherwise remain in full force and effect and enforceable in accordance with its terms.

17.6 Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Purchaser shall not take any actions or make any statements that would indicate the relationship between the Parties is other than that of vendor-vendee.

17.7 Entire Agreement. This Agreement, including all SOWs executed by Rivian, constitutes the entire and sole agreement between Rivian and Purchaser, and merges all prior and contemporaneous communications with respect to the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by both parties and specifically referring to the Agreement. Any standard printed forms or terms of Purchaser, even if referenced in a purchase order, order confirmation, invoice, or other document and not objected to by Rivian, shall have no force or effect, unless such form or document specifically states that it is an amendment to the Agreement and confirmed in writing by an authorized representative of Rivian. In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document to which this Agreement may relate or be annexed, or which may be annexed to this Agreement, including any SOW, the terms and conditions set forth herein shall govern.

17.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other reliable electronic means and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.



17.9 Construction. The headings in the Agreement are for reference only and shall not affect the interpretation of the Agreement. For purposes of the Agreement, the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; the word “or” is not exclusive; and the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to the Agreement as a whole.

[signature page follows]



The Parties have executed this Rivian EV Charger Purchase Agreement as of the Effective Date.

RIVIAN, LLC

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

By:

By:

Name:

Name: Chris Bachman

Title:

Title:



SCHEDULE A – STATEMENT OF WORK



Rivian, LLC
 607 Hansen Way
 Palo Alto, CA 94304

Assumptions:

- Rivian AC Fleet Dispensers will be installed by the customer.
- Rivian will provide commissioning services to establish connectivity to the hardware and register the units on the Rivian Energy Cloud.
- Customer will be on-boarded and trained on Rivian Energy Cloud access.

SCOPE OF SUPPLY AND PRICING

Rivian is pleased to submit the following **Rivian AC Fleet Dispenser** with Firm Fixed Pricing.

Item Number	Item Description	Unit Price
01	Rivian AC Fleet Dispenser with 25' Cable	\$1,150
02	Rivian AC Fleet Pedestal	\$950
03	Commissioning – AC Fleet Dispenser	\$450

The first 6 months of Rivian Energy Cloud with Network Connectivity is included with Hardware purchase. Standard rate for Cloud with Connectivity is \$25 per month, per dispenser.

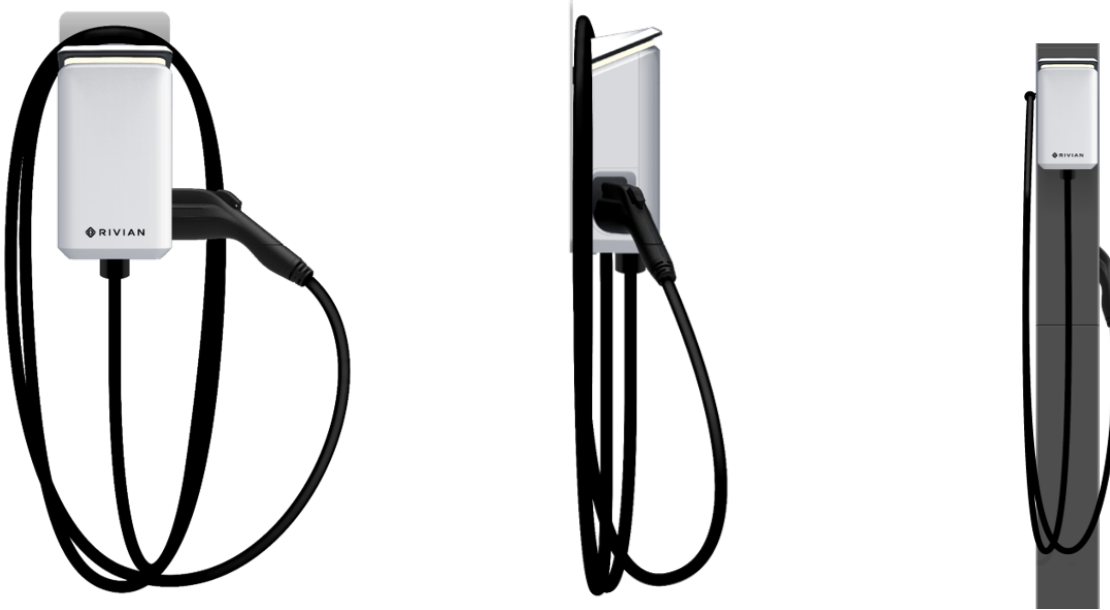
Item Number	Software Description	Unit Price
04	Rivian Energy Cloud (Monthly per dispenser)	\$0



AC SPECIFICATIONS

Rivian System:	AC Fleet Dispenser
Input Voltage:	208/240 AC
Wires:	L1, L2, GND (no neutral)
Frequency:	60 Hz
Input Amperage (full load):	48 A
Power	11.5 kW
Recommended Breaker:	60A
Recommended Installation Type:	Hardwired non-GFCI Service Panel Breaker
DIP Switch Adjustable Max Current Values	40A, 32A, 24A, 20A, 16A, 12A, 6A
Dimensions:	16.27 x 7.32 x 5.75in
Dispenser Cable Length:	18 feet
Enclosure Rating:	NEMA 3R, Outdoor Use
Operating Temperature:	-35C to +50C
Vehicle Connector Type:	SAE J1772 (IEC 62196 Type 1)
Vehicle Communication:	ISO 15118
Local Area Network:	Wi-Fi 2.4GHz, Ethernet 10/100BASE-T
Wide Area Network (WAN):	LTE Cat M1 / LTE Cat NB1
Bluetooth:	Version 5.0
Certification:	UL and cUL Listed to UL2594, UL2231, UL1998

*Specifications subject to change at any time.



Rivian AC Fleet Dispenser



Rivian, LLC
607 Hansen Way
Palo Alto, CA 94304

PRICING NOTES

1. **Pricing**: Pricing that has been provided as a Firm Fixed Price is executable.
2. **Currency**: Pricing is quoted in US Dollars.
3. **Lead Time**: Lead time for AC hardware is approximately 1 months after receipt of order.
4. **Software**: The Rivian Energy Cloud Platform is provided on a per dispenser basis. The first 6 months of connectivity are included with hardware at no cost to the end user. Standard connectivity rates shall be applicable after 12 months of operation.
5. **Interoperability**: This system can be used to charge all OEM vehicles SAE J1772 standard. In support of this program, Rivian would be happy to perform commercially reasonable interoperability testing on 3rd party vehicles upon request.
6. **Warranty**: Rivian standard factory warranty policy shall apply to all Rivian charger hardware.
7. **Terms**: Terms and conditions shall be mutually agreed upon in a Purchase Agreement

EXCLUSIONS

1. **Shipping**: Shipping charges have not been included in this quotation and shall be invoiced in accordance with prevailing freight rates at the time of shipping.
2. **Taxes**: Taxes have not been included in this quotation and shall be invoiced in accordance with any and all local, state and federal requirements.
3. **Civil Works**: Civil works such as trenching, fencing, bollards, lighting and concrete work has not been included in this quotation.
4. **Electrical**: Electrical installation work has not been included in this quotation. Electrical installation shall be performed by a properly licensed electrician.
5. **Permitting**: Permitting with the local municipality has not been included in this quotation.