

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04016
FreeWire Technologies Inc. 1933 Davis St. Suite 234 San Leandro, CA 94577	Amendment No.:	1
	Effective Date:	April 1, 2017

VENDOR MANAGEMENT FEE INCREASE AMENDMENT
TO
CONTRACT No. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)

This Vendor Management Fee Increase Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and FreeWire Technologies Inc., a Delaware Corporation ("Contractor") and is effective as of April 1, 2017.

R E C I T A L S

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 dated effective as of September 9, 2016 ("Contract").
- B. The Parties have not previously amended the Contract.
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **VENDOR MANAGEMENT FEE.** Section 2.10 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 2.10 - **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.00 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0100.

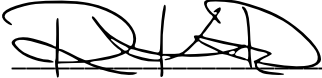
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one

counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

FREEWIRE TECHNOLOGIES INC.
A DELAWARE CORPORATION

By: 
Name: Arcady Sosinov
Title: CEO
Date: 3/10/17

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____
Name: Philip Saunders
Title: Contract Specialist
Date: _____

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Freewire Technologies, Inc.
1933 Davis St Suite 301A
San Leandro, CA 94577

**SECOND AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Second Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Freewire Technology, Inc., a California State Company ("Contractor") and is dated as of September 10, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract once:
 - a. Amendment #01 dated effective April 1, 2017, to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 09, 2020.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**FREEWIRE TECHNOLOGY, INC., A CALIFORNIA STATE
COMPANY**

By: _____



Name: Ethan Sprague

Title: Vice President Sales

Date: ___September 16, 2019___

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____



Name: Chad Irwin

Title: Contracts + Procurement Supervisor

Date: 10/2/19

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

FreeWire Technologies
Rajiv Shah
1933 Davis Street, Suite 301A
San Leandro, CA 94577

**THIRD AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Third Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and FreeWire Technology, Inc., a California State Company ("Contractor") and is dated as of October 15, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract two times:
 - a. Amendment #01 dated effective April 1, 2017, to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - b. Amendment #02 dated effective September 10, 2019, to extend the current contract term twelve (12) months.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. REVISING CONTRACT PROVISION. Section 5.6 Annual Pricing Calculation Formula is hereby amended by deleting the section PPI Price Escalation/De-Escalation replacing it with the following:

DES reserves the right conduct an annual price escalation or de-escalation calculation using the U.S. Department of Labor — Bureau of Labor Statistics Producer Price Index (PPI) Commodity Data, PCU335999335999 Miscellaneous electrical equipment manufacturing, not seasonally adjusted. DES will issue the contract amendment to reflect

the new adjustment pricing. However, in no event will DES allow a PPI-based adjustment that result in a price increase of greater than five percent (5%) per year above the original price offered. The annual price escalation/de-escalation is applicable based on the date the purchaser execute the purchase order.

2. **PRODUCTS ADDITIONS.** The Contract is amended to add Electric Vehicle Equipment and Supply (EVSE) and associated equipment to Category One, Category Two and Category Three, as set forth in the attached Exhibit 1 New Products.
3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**FREEWIRE TECHNOLOGY, INC. A CALIFORNIA STATE
COMPANY**

By: _____



Name: Ethan Sprague

Title: Vice President Sales

Date: _____ October 22, 2019 _____

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____



Name: Chad Irwin

Title: Procurement Supervisor

Date: _____ 11/5/19 _____

EXHIBIT 1 PRODUCT PRICE UPDATES

CATEGORY	TYPE OF PRODUCT	PRODUCT NAME	PRODUCT DESCRIPTION	MODEL	MANUFACTURER	BRAND	PRODUCT CERTIFICATION	CONTRACT COST	MSRP
Category 1: Turnkey Solutions	Mobile Power	Mobi Gen	Mobi Gen offers clean and quiet on-site power for facilities or remote sites that require a guaranteed source of power. Powerful enough for construction, emergency response, vehicle charging and all backup power needs.	Gen 80S	FreeWire Technologies	Mobi	The batteries are certified to IEC #62133-2 and UN 38.3.	\$64,500	\$65,000
Category 1: Turnkey Solutions	Mobile Power	Mobi Gen	Mobi Gen offers clean and quiet on-site power for facilities or remote sites that require a guaranteed source of power. Powerful enough for construction, emergency response, vehicle charging and all backup power needs.	Gen 40S	FreeWire Technologies	Mobi	The batteries are certified to IEC #62133-2 and UN 38.3.	\$44,550	\$45,000
Category 1: Turnkey Solutions	Software, Mobile operation	AMP	Mobile power software management platform	NA	FreeWire Technologies	AMP		\$600/year/u nit	\$600/year/u nit
Category 1: Turnkey Solutions	DC Fast Charger	Boost Charger	The FreeWire Boost Charger is a powerful battery-integrated DC charger for EVs. Easily connecting to existing electrical infrastructure, it can be set up without costly construction or permitting. With 160 kWh of battery capacity and 120 kW output, the Boost Charger is ready for current and next generation electric vehicles. Recharging with up to 27 kW from the grid, the Boost Charger enables ultrafast charging using the same infrastructure as L2 chargers and up to 40% lower cost of installation and demand chargers versus comparable fast chargers. Operates via OCPP 1.6.	160S	FreeWire Technologies	Boost Charger	UL certifications 2202, 2231-1-2, 991, and 9540	144,500	\$145,000
Category 1: Turnkey Solutions	Cobranding	NA	Custom skins for all FreeWire units.	NA	FreeWire Technologies	NA		\$9,500	\$4,000
Category 1: Turnkey Solutions	Extended Warranty	Mobi	2 years of additional warranty	L2-F 80S, Gen 80S	FreeWire Technologies	NA		\$16,900	\$16,900
Category 1: Turnkey Solutions	Extended Warranty	Mobi	2 years of additional warranty	Gen 40S	FreeWire Technologies	NA		\$11,700	\$11,700
Category 1: Turnkey Solutions	Extended Warranty	Boost Charger	2 years of additional warranty	160S	FreeWire Technologies	NA		\$37,700	\$37,700
Category 1: Turnkey Solutions	Software DC Fast Charger	Boost Charger	Boost Charger software management platform required for credit card transactions and optimizing fast charger operation	NA	FreeWire Technologies	AMP		\$1,000	\$1,000

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Freewire Technologies, Inc.
1933 Davis St Suite 301A
San Leandro, CA 94577

**FOURTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Fourth Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Freewire Technology, Inc., a California State Company ("Contractor") and is dated as of September 09, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract once:
 - a. Amendment #01 dated effective April 1, 2017, to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - b. Amendment #02 dated effective September 10, 2019, to extend the current contract term twelve (12) months.
 - c. Amendment #03 dated effective October 15, 2019 reflect new adjustment pricing.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 09, 2021.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.


3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**FREEWIRE TECHNOLOGY, INC., A CALIFORNIA STATE
COMPANY**

By: 
Name: Ethan Sprague
Title: Vice President Sales
Date: September 8, 2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Chad Irwin
Title: Contracts & Procurement Supervisor
Date: 9/9/2020

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Freewire Technologies, Inc.
1933 Davis St Suite 301A
San Leandro, CA 94577

**FIFTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Fifth Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Freewire Technology, Inc., a California State Company ("Contractor") and is dated as of September 30, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract once:
 - a. Amendment #01 dated effective April 1, 2017, to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - b. Amendment #02 dated effective September 10, 2019, to extend the current contract term twelve (12) months.
 - c. Amendment #03 dated effective October 15, 2019 reflect new adjustment pricing.
 - d. Amendment #04 dated effective September 09, 2020 to extend the current contract term twelve (12) months.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRODUCT CHANGES.** The Contract shall allow for the addition or removal of products available from the vendor. Such changes shall be reflected in the appropriate categories in the contract summary page of this contract.

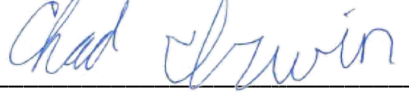
2. **PRICE CHANGES.** Price escalation/de-escalation will be based on dividing the Price Producers Index (PPI) value for month of contract award year, by the PPI value for the following annual contract anniversary date of contract award. The percent adjustment will be applied to base EVSE price and all contract options (including deducts). The correct PPI used from the Bureau of Labor and Statistics (BLS) will be PCU335999335999. All indexes are preliminary and subject to revision four months after original publication. Examples of price changes equations can be seen in section 5.4 of the solicitation.
3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**FREEWIRE TECHNOLOGY, INC., A CALIFORNIA STATE
COMPANY**

By: 
Name: Ethan Sprague
Title: Vice President Sales
Date: September 29, 2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Chad Irwin
Title: Contracts & Procurement Supervisor
Date: 11/20/20

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Freewire Technologies, Inc.
1933 Davis St Suite 301A
San Leandro, CA 94577

**SIXTH AMENDMENT
TO
CONTRACT No. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Sixth Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Freewire Technology, Inc., a California State Company ("Contractor") and is dated as of September 9, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract once:
 - Amendment 1 dated April 1, 2017 – adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - Amendment 2 dated September 10, 2019 – extend Contract twelve (12) months, ending September 09, 2020.
 - Amendment 3 dated October 15, 2019 – Price adjustment formula based on PPI.
 - Amendment 4 dated September 9, 2020 – extend Contract twelve (12) months, ending September 9, 2021.
 - Amendment 5 dated September 30, 2020 – Product/Price changes additions/removals.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

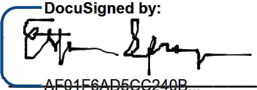
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 08, 2022.

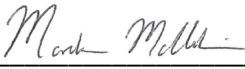
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**FREEWIRE TECHNOLOGY, INC., A CALIFORNIA STATE
COMPANY**

By: 
AF04F6AD6CC240B...
Name: Ethan Sprague
Title: VP Sales and Marketing
Date: 5/5/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Mark McClurkin
Title: Contract Specialist 3
Date: 05/05/22

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Freewire Technologies, Inc. 1933 Davis St Suite 301A San Leandro, CA 94577	Amendment No.:	7
	Effective Date:	September 9, 2022

**SEVENTH AMENDMENT
TO
CONTRACT NO. 04016 - ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Seventh Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Freewire Technology, Inc., a California State Company ("Contractor") and is effective as of September 9, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 ("Contract").
- D. The Parties previously amended the Master Contract (6) Times.
 - Amendment 1 dated April 1, 2017 – adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - Amendment 2 dated September 10, 2019 – extend Contract twelve (12) months, ending September 09, 2020.
 - Amendment 3 dated October 15, 2019 – Price adjustment formula based on PPI.
 - Amendment 4 dated September 9, 2020 – extend Contract twelve (12) months, ending September 9, 2021.
 - Amendment 5 dated September 30, 2020 – Product/Price changes additions/removals.

- Amendment 6 dated September 9, 2021 - extend Contract twelve (12) months, ending September 9, 2022.
- E. The amendment set forth herein is within the scope of the Contract.
- F. The Parties now desire to amend the Contract as set forth herein.


AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 09, 2023.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**FREEWIRE TECHNOLOGY, INC.,
A CALIFORNIA STATE COMPANY**

By: 
Name: Ethan Sprague
Title: VP Sales and Marketing
Date: August 23, 2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Mark McClurkin
Title: Contracts Specialist 3
Date: 8/28/2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Freewire Technologies, Inc. 1933 Davis St Suite 301A San Leandro, CA 94577	Amendment No.:	8
	Effective Date:	May 1, 2023

**EIGHTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Eighth Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State"), and Freewire Technologies, Inc., a California corporation ("Contractor") and is effective as of May 1, 2023.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract seven times:
 - Amendment 1 – Adjust Vendor Management Fee (VMF), dated April 1, 2017.
 - Amendment 2 – Extend the Contract by twelve (12) months, dated September 10, 2019.
 - Amendment 3 – Price adjustment language, dated October 15, 2019.
 - Amendment 4 - Extend the Contract by twelve (12) months, dated September 09, 2021.
 - Amendment 5 – Allow for price changes, dated October 13, 2021.
 - Amendment 6 – Extend contract by twelve (12) months, dated May 5, 2022.
 - Amendment 7 – Correction to Amendment 6, dated August 28, 2022
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:


1. ECONOMIC PRICE CHANGES. *Appendix B – Specifications and Price Worksheet* is hereby amended by deleting the existing *Appendix B – Specifications and Price Worksheet* of the Contract in its entirety and inserting the attached *Exhibit A – Prices for Goods* (dated 5/1/2023) as *Appendix B –*

Specifications and Price Worksheet in its place. As of the effective date of this Amendment, any reference to *Appendix B – Specifications and Price Worksheet* shall be deemed to be referenced to the attached *Exhibit A – Prices for Goods (5/1/2023)*.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**FREEWIRE TECHNOLOGIES, INC. ,
A CALIFORNIA CORPORATION**

By: 
Name: Ethan Sprague
Title: SVP Sales and Marketing
Date: April 17, 2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Kelli Carmony
Title: Procurement Supervisor
Date: 4/19/2023

Exhibit A - Prices for Goods (Effective 05/01/23)

Company	Category	Type of Product (Ex. Type of Charger, hardware, software, etc.)	Product Name	Product Description	Model	Manufacturer	Brand	Product Certifications	Current Cost (\$/1/23)	MSRP	# of Days for Delivery After Order Receipt	Notes to Customers
FreeWire Technologies	1 - DCFC	DC Fast Charging Hardware	Boost 150	Ultrafast EV Charger with Integrated Storage 160kWh capacity, 150kW output Du	Boost150	FreeWire Technologie	FreeWire Techno	U.S.: complies with UL 2202, UL 2231-1, UL 21	\$ 146,415.20	\$ 135,000.00	70-140 days depending on order qty	Additional Discounts available for larger order quantities
FreeWire Technologies	1 - DCFC	DC Fast Charging Hardware	Boost 150 - 3 Year	Boost 150 On-Site Warranty, Maintenance, and Connectivity for 3 Years	Boost150-3YR-WARRANTY	FreeWire Technologie	FreeWire Techno	N/A	\$ 30,580.04	\$ 27,350.00	N/A	FreeWire requires at least 3 year warranty be purchased with Boost 150. See FreeWire Warranty Document for details
FreeWire Technologies	1 - DCFC	DC Fast Charging Hardware	Boost 150 - 5 Year	Boost 150 On-Site Warranty, Maintenance, and Connectivity Ex	Boost150-5YR-WARRANTY	FreeWire Technologie	FreeWire Techno	N/A	\$ 19,641.66	\$ 17,567.00	N/A	FreeWire requires at least 3 year warranty be purchased with Boost 150. See FreeWire Warranty Document for details
FreeWire Technologies	1 - DCFC	DC Fast Charging Hardware	Boost 200	Ultrafast EV Charger with Integrated Storage 160kWh capacity, 200kW 1000V o	Boost200	FreeWire Technologie	FreeWire Techno	U.S.: complies with UL 2202, UL 2231-1, UL 21	\$ 154,007.09	\$ 142,000.00	70-140 days depending on order qty	Additional Discounts available for larger order quantities
FreeWire Technologies	1 - DCFC	DC Fast Charging Hardware	Boost 200 - 3 Year	Boost 200 On-Site Warranty, Maintenance, and Connectivity for 3 Years	Boost200-3YR-WARRANTY	FreeWire Technologie	FreeWire Techno	N/A	\$ 33,543.00	\$ 30,000.00	N/A	FreeWire requires at least 3 year warranty be purchased with Boost 200. See FreeWire Warranty Document for details
FreeWire Technologies	1 - DCFC	DC Fast Charging Hardware	Boost 200 - 5 Year	Boost 200 On-Site Warranty, Maintenance, and Connectivity Extension to 5 Years	Boost200-5YR-WARRANTY	FreeWire Technologie	FreeWire Techno	N/A	\$ 21,517.83	\$ 19,245.00	N/A	FreeWire requires at least 3 year warranty be purchased with Boost 200. See FreeWire Warranty Document for details
FreeWire Technologies	1 - DCFC	DC Fast Charging Hardware	Co-Branding	Co-Branding wrap design and screen customization (pre-ship installation) for	CO-BRAND	FreeWire Technologie	FreeWire Techno	N/A	\$ 4,170.51	\$ 4,000.00	N/A	FreeWire will work with customer to incorporate designs and logos into co-branding
FreeWire Technologies	1 - DCFC	DC Fast Charging Hardware	Post Warranty Mnt	Post warranty monitoring, connectivity, and cellular data per year for Boost 150 a	POST-WARRANTY-DATA	FreeWire Technologie	FreeWire Techno	N/A	\$ 1,229.91	\$ 1,100.00	N/A	

*** Prices increased due to Economic Price Adjustment, effective May 1, 2023***

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Freewire Technologies, Inc. 1933 Davis St Suite 301A San Leandro, CA 94577	Amendment No.:	9
	Effective Date:	September 9, 2023

**NINTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Ninth Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State"), and Freewire Technologies, Inc., a California corporation ("Contractor") and is effective as of September 9, 2023.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract eight times:
 - Amendment 1– Adjust Vendor Management Fee (VMF), dated April 1, 2017.
 - Amendment 2 – Extend the Contract by twelve (12) months, dated September 10, 2019.
 - Amendment 3 – Price adjustment language, dated October 15, 2019.
 - Amendment 4 - Extend the Contract by twelve (12) months, dated September 09, 2021.
 - Amendment 5 – Allow for price changes, dated October 13, 2021.
 - Amendment 6 – Extend contract by twelve (12) months, dated May 5, 2022.
 - Amendment 7 – Correction to Amendment 6, dated August 28, 2022
 - Amendment 8 – Economic Price Adjustment, Dated May 1, 2023.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

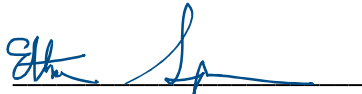
1. TERM. The Contract term is amended to extend the term twelve (12) months, ending September 09, 2024.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**FREEWIRE TECHNOLOGIES, INC. ,
A CALIFORNIA CORPORATION**

By:



Name: Ethan Sprague

Title: SVP Sales and Marketing

Date: July 25, 2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:



Name: Kelli Carmony

Title: Procurement Supervisor

Date: 7/26/23