

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