

STATE OF COLORADO PRICE AGREEMENT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Department of Personnel and Administration, State Purchasing and Contracts Office	Original Contract Number 142318
Contractor National Car Charging LLC	Amendment Contract Number 177348
	Amendment Performance Beginning Date The Amendment Effective Date
	Contract Expiration Date January 31, 2023

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR National Car Charging LLC</p> <p>DocuSigned by: <i>Jim Burness</i></p> <p>4C980EBB64B64D2... By: James Burness, CEO Date: <u>7/7/2022</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Department of Personnel and Administration, State Purchasing and Contracts Office Tony Gherardini, Executive Director</p> <p>DocuSigned by: <i>John Chapman</i></p> <p>EF45B7DE65871... By: Sherri Maxwell, Chief Procurement Officer, or John Chapman, Sate Purchasing Manager Date: <u>7/7/2022</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: *Rachael Kamlet*
6D1AC497138C48B... Rachael Kamlet

Amendment Effective Date: 7/7/2022

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

4. PURPOSE

This amendment is to add Accessibility to the Contract and to replace the ChargePoint Master Services and Subscription Agreement (MSSA) Exhibit F with Exhibit F (1).

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. Commencing on the Amendment Effective Date a new Sub-section T. Accessibility, shall be added to Section 21 General Provisions, as follows:

“T. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor’s Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Contractor’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Contractor’s Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.”

B. Commencing on the Amendment Effective Date the Exhibit F (1) will be in effect, CMS Number 177225. All references to Exhibit F shall also reference Exhibit F (1). The MSSA is

the form that all Purchasing Entities buying under Price Agreement 142325 must accept in order to purchase ChargePoint Cloud Services. Contractor understands the MSSA is being provided for reference purposes and a MSSA will need to be executed between ChargePoint and the Purchasing Entity utilizing the Cloud Services.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.