

Exhibit A

Curbside Electric Vehicle Charging Permit: Operator and Site Terms and Conditions

Version 08.26.2026

These Permit Terms and Conditions govern permits issued under the Curbside Electric Vehicle Program (Program), as authorized by San Francisco Transportation Code Section 918. Curbside Electric Vehicle Charging Operator (Operator) agrees to abide by and comply with the Permit Terms and Conditions set forth herein, and the Operator's Operator Application, in the operation and administration of Operator's Curbside Electric Vehicle Charging Stations. The Appendices, which are subject to change, and the Operator Permit Application and approved Operator's Site Application (including the plans and proposals submitted as part of the Operator and Site Permit Applications), are incorporated by reference as though fully set forth herein. Should there be a conflict between any terms in the above applications and the Permit, Permit Terms and Conditions, and Appendices, the Permit, Permit Terms and Conditions, and Appendices shall control. In addition, any changes to the plans submitted in the Operator Application and/or Site Permit application must be submitted in writing to the SFMTA for approval. Unless otherwise defined, all capitalized terms in these Permit Terms and Conditions shall have the same meaning as defined in the San Francisco Transportation Code.

Appendix 1 – Site Specifications

Appendix 2 – Neighborhood Outreach Plan

Appendix 3 – Data Reporting Requirements

Appendix 4 – Equipment and Maintenance Requirements

General Requirements

1. Possessory Interest. Operator recognizes and understands that this Permit may create a possessory interest subject to property taxation, and that Operator may be subject to the payment of property taxes levied on that interest under applicable law. Operator agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Operator's interest under this Permit or use of the Site Permit and Site Permit Area (which includes the Curbside Electric Vehicle Charging Station and sufficient clearance surrounding, Curbside Electric Vehicle Charging Stall, and pathways used to supply electrical power from a source), and to pay any other taxes, excises, permits, permit charges, or assessments based on Operator's usage of the Site Permit Area that may be imposed on Operator by applicable law. Operator will pay all of the charges when they become due and payable and before delinquency.
2. Laws and Regulations. Operator shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City, state, and federal laws and regulations that may affect, in any manner, operations under this Permit, including but not limited to the San Francisco Transportation Code, the California Building Code, the San Francisco Fire Code, and local wage requirements, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

3. Indemnity. Operator shall indemnify, defend and hold harmless City and its commissions, departments, boards, officers, agents, employees, contractors and subcontractors, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, expenses, penalties, fines, liens, judgments, settlements, damages and liabilities, including direct and vicarious liability of every kind (collectively, "**Claims**"), incurred in connection with or arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property relating in any manner to any use or activity under this Permit, including, but not limited to, any injury to or death of any person or damage to or destruction of any property, occurring in, on or about the Site Permit Area, or any part thereof, whether the person or property is that of Operator, its officers, agents, employees, contractors or subcontractors (collectively, "**Agents**"), its invitees, guests or business visitors (collectively, "**Invitees**"), or third persons, (b) any failure by Operator to faithfully observe or perform any of the terms, covenants or conditions of this Permit, (c) the use of the Site Permit, Site Permit Area or any activities conducted thereon by Operator, its Agents or Invitees, or (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Operator, its Agents or Invitees, on, in, under or about the Site Permit Area, any improvements permitted thereon, or into the environment; except solely to the extent of Losses resulting directly from the willful misconduct or gross negligence of City or City's authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Site Permit, Site Permit Area and claims for damages or decreases in the value of adjoining property. Operator specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Operator by City and continues at all times thereafter. Operator's obligations under this Section shall survive the expiration or other termination of this Permit.
4. Repair and Maintenance Endowment. Operator agrees to maintain the public property repair and maintenance endowment established at Site permit issuance. The endowment at Site permit issuance shall total \$10,000 and should the value at any point fall below \$5,000, the Operator must replenish it to the original level of \$10,000 to maintain their Curbside Electric Vehicle Charging Site Permit.
5. City's Authority to Determine that Operator's Charging Stations are Abandoned. Operator shall notify City, or City may determine, that the Charging Stations, or any part thereof, are abandoned. At City's sole option and upon City's providing written notice to Operator that the City has deemed any portion of the Charging Stations abandoned, Operator shall: (a) provide a written response to City within five (5) business days of the date of the written notice; and (b) if requested by the City, convey such abandoned Charging Stations to City at no cost to City by executing such documents of title as will convey all right, title, and interest in the Charging Stations, or any part thereof, to City free and clear of liens and/or adverse claims of title within fifteen (15) calendar days of

the date of the written notice; and/or (c) remove all or a portion of the abandoned Charging Stations, and complete any associated Right-of-Way Conversion within thirty (30) calendar days of the date of the written notice. If Operator fails to remove the abandoned Charging Stations within thirty (30) calendar days of the date of the written notice, City may take actions it deems necessary to remedy Operator's failure to comply and may charge the costs actually incurred, including but not limited to administrative costs, to Operator. Operator shall assume all liability for abandoned Charging Stations unless and until Operator conveys title to such Charging Stations to another person or business entity consistent with the requirements of this Permit or other Applicable Law or City takes title to such Charging Stations pursuant to this Section.

6. Assignment. A permit may not be assigned, conveyed, or otherwise transferred without prior written approval from the Director of Transportation (Director). A "transfer" includes any sale or exchange of 50% or more of the ownership or control of the Operator. The Operator must notify the SFMTA immediately of any changes to its corporate structure or ownership. Any transfer without approval will be considered null and void and may result in revocation.
7. Public Records. Operator acknowledges that this permit and all related records are subject to the California Public Records Act and the San Francisco Sunshine Ordinance and may be disclosed unless an exemption applies.

Insurance Requirements

8. Operator's compliance with the provisions of this Section shall in no way relieve or decrease Operator's indemnification obligations under this Permit or any of Operator's other obligations hereunder.
 - a. Required Coverages. Without in any way limiting Operator's liability pursuant to the Indemnification section of this Permit, Operator must maintain in force, during the full term of the Permit, insurance in the following amounts and coverages:
 - i. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 for each accident, injury, or illness.
 - ii. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence and \$5,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
 - iii. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
 - iv. Technology errors and omissions insurance, applicable to Operator's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with the Services.
 - v. Operator shall maintain in force during the full life of this Permit, Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim.

Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

- vi. Operator shall be responsible, at its expense, for separately insuring Operator's personal property. The City shall have no responsibility or obligation to maintain insurance or replace Contractor's personal property, alterations, or any improvements regardless of cause of loss.
- vii. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
 - 1. Naming as Additional Insured the City and County of San Francisco and SFMTA, its Officers, Agents, and Employees.
 - 2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Subcontracting

- 9. Operator may subcontract or delegate portions of its obligations subject to the following:
 - a. Operator must ensure that any and all approved subcontractors comply with all of Operator's applicable obligations and commitments, including but not limited to plans from Operator's application incorporated by reference herein that are related to the work the subcontractor performs.
 - b. Operator is responsible for, and must supervise its personnel and all subcontractors, including independent contractors, who perform obligations under the permit.
 - c. Operator agrees to maintain and make available to the SFMTA, during regular business hours, accurate books and accounting records relating to its Program. Operator shall permit the City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all materials and other data related to all matters covered by this Permit. Operator shall include the same audit and inspection requirements in all subcontracts.

Fees

- 10. A permit fee must be paid by the Operator before any permit may be issued. Failure to pay any applicable annual/renewal fee shall result in termination of any existing permit. In addition, the Operator shall provide sufficient evidence to demonstrate payment of any penalties assessed for violation(s) of any provision of the San Francisco Municipal Code or of terms of any existing or previously issued permits issued by the City, for which there has been a final determination of the violation. Failure to pay any such penalty on time may warrant additional penalties and/or revocation of any existing permit.

11. If the SFMTA, Public Works, or any other City agency, department, or commission, including the City Attorney's Office, incurs any costs for addressing or abating any violations of law or repair or maintenance of public property, the Operator, upon receiving written notice from the City regarding such costs, shall reimburse SFMTA for these costs within thirty days.

Program Requirements

12. Operator shall ensure that all proposed locations align with allowable site specifications (see Appendix 1).
13. Operator shall meet all Program Accessibility Requirements (see Appendix 1).
14. Operator will coordinate with utility providers, protect existing utility facilities, and comply with [811/Regional Notification requirements](#) for any excavation. Operator will ensure that utility access is maintained at all times.
15. Operator will employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
16. Operator will comply with the City's Zero Waste Policy regarding disposal of chargers and charger parts, including hazardous waste such as batteries, and disclose the number of charging infrastructure parts ending up in the City's waste stream.

Installation Requirements

17. Before beginning construction, Operator will obtain all required City permits, including but not limited to street improvement, electrical, and excavation/occupancy permits.
18. Operator will submit approved site plans to SFMTA prior to any installation.
19. Operator will install California Building Code compliant equipment in accordance with state standards, approved technical specifications, and any requirements issued by relevant agencies, including San Francisco Public Works and San Francisco Fire Department. Equipment may include, but is not limited to the following:
 - a. Curbside Electric Vehicle Charging Stations: Pedestal, charger handle, cord, screen, power socket, cable retraction system, main breaker, branch breakers, and mountings for electrical equipment
20. Operator will install California Type Evaluation Program (CTEP) certified hardware in compliance with all California state regulations for Electric Vehicle Supply Equipment (EVSE) standards.
21. Operator will protect trees, utilities, and nearby public improvements during construction. After any construction activity, Operator will clean Site Permit Area and restore all disturbed portions of the public right-of-way to City standards.
22. Operator will maintain as-built drawings and accurate location records for all installed Curbside Electric Vehicle Charging Stations. Operator will provide these records to the City upon request within five (5) business days.
23. Operator agrees to limit the total number of Curbside Electric Vehicle Charging Stations in San Francisco (Permitted Chargers) to the number listed in the approved Site Permit(s).

24. Operator shall work closely with City personnel to avoid unreasonable disruption (even if temporary) of access to the Site Permit Area or City and public uses of the Site Permit Area.
25. Operator shall provide advance notice and work closely with all owners of adjacent or proximate parcels ("Fronting Property Owners") to avoid unreasonable disruption (even if temporary) of use and access to their property during any permitted activities or other permitted or unpermitted activity by Operator that may impact Fronting Property Owners, as determined by the Director.
26. Operator shall be responsible for locating and protecting in place all above and below grade utilities from damage, when Operator, or its authorized agent, elects to perform any work in, on, or adjacent to the Site Permit Area. If, prior to or during the Operator's execution of any work, including permitted activities, a utility requires temporary or permanent relocation, the Operator shall obtain written approval from the utility owner and shall arrange and pay for all costs for relocation. If Operator damages any utility during execution of its work, the Operator shall notify the utility owner and arrange and pay for all costs for repair. Operator shall be solely responsible for arranging and paying directly to the City or utility company for any utilities or services necessary for its activities hereunder.
27. Operator shall be responsible for installing, maintaining, and paying for utility services necessary to support any Curbside Electric Vehicle Charging Stations.

Monitoring and Maintenance Requirements

28. Operator will maintain all charging equipment and the surrounding Site Permit Area in a clean, safe, and good working condition. Operator will meet the Program's reliability and repair requirements (see Appendix 4), document all maintenance performed and retain maintenance records for the duration of the permit, and at least one year beyond the permit term. Upon written request from the City, Operator will provide documentation of completed maintenance activities within five (5) business days.
29. Operator will inspect the Site Permit Area and all charging equipment at least quarterly (or more frequently if directed to by the SFMTA).
30. Operator will maintain a written and photographic log of all maintenance issues, including defects, damage, graffiti, complaints, and repairs. Photos will clearly show the condition identified, the location, and the completed repair. Operator will store all logs in a format consistent with current data retention standards and will provide them to the City upon request.
31. Maintenance records will include at minimum: the date and time of each maintenance activity; the issue identified; the repair or action taken; the time required to complete the work; and the name and contact information of the personnel or contractor who performed the work.
32. If Operator's activities damage any part of the Site Permit Area, any adjacent City-owned property, or neighboring private property, Operator will immediately repair the damage and restore the affected area to its previous condition at Operator's sole cost.

Customer Service Requirements

33. A unique identification number shall be prominently displayed on all Curbside Electric Vehicle Charging Stations.
34. Operator shall designate and maintain a customer service phone number, staffed 24 hours a day, 7 days a week to enable customers or members of the public to report safety concerns, maintenance requests, complaints, or questions regarding the Curbside Electric Vehicle Charging Station equipment.
35. Operator must have a way to receive and respond to feedback in multiple languages in accordance with the [City's Language Access Ordinance](#). Operator shall engage in good-faith collaboration with the City to develop and implement mechanisms for receiving public feedback in multiple languages.
36. Operator shall display its current contact phone number and website prominently on all Curbside Electric Vehicle Charging Stations.

Equitable Service Requirements

37. Any informational signage and labels will be developed and maintained in multiple languages in accordance with the City's Language Access ordinance.
38. Mobile apps and other customer interface technology must be fully accessible to persons with disabilities and accessible to screen readers and must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.

Data and Reporting Requirements

39. Operator shall ensure that all Charging Station hardware and Operator's system is capable of recording and reporting all required data specified in the Data and Reporting Requirements (see Appendix 3).
40. Operator shall provide the City with data for each Charging Station installed, as detailed in the Data Reporting Requirements (see Appendix 3). For a Charging Station with multiple ports, data shall be reported for each port.
41. Operator agrees that the City may use a third-party researcher to evaluate the Program. Operator will provide the City's designated researcher with all data needed to support Program evaluation or enforcement.
42. Operator shall, upon request by the SFMTA, administer a customer survey using questions provided by the City. The survey will include questions on charger use, travel behavior, socioeconomic information, and community feedback to help the City evaluate how the service supports City goals, including but not limited to those related to transportation and emissions reduction.
43. Operator will keep a record of all maintenance activities, including maintenance performed by charger ID. Operator will provide these records to the City upon request.
44. Operator will submit reports upon request, summarizing all customer service calls and emails, including wait times, response times, and the nature of inquiries received.

45. Operator will share personally identifiable information with the City only when there is an alleged injury or a claim involving a user, and only when the City determines that the user may have information relevant to the claim.

Privacy and Data Security

46. Operator agrees to make its policies, procedures, and practices regarding data security available to the SFMTA, upon request.
47. Operator agrees that the SFMTA reserves the right to hire a third party to perform a security audit mid-way through the permit term, or at any time SFMTA determines that an audit is warranted.
48. Operator must provide customers the opportunity to explicitly assent to any privacy policy, terms of service, or user agreements. Separately, customers must have the ability to decline sharing any data not required to enable the Operator to process and complete the transaction with the customer.
49. Operator shall provide a Privacy Policy that complies with the California Online Privacy Protection Act (CalOPPA), the California Consumer Privacy Act (CCPA), and any other applicable data protection law or requirements including those that apply to minors, and further, expressly limits the collection, storage, or usage of any personally identifiable information to the extent absolutely required to successfully accomplish the provision of a charging service. For purposes of this permit, "personally identifiable information," "personal information," or "personal data" shall be defined under applicable state law. Operator may not make any personal data of its customers in San Francisco available to any third-party advertiser or other private entity, including another entity that may be affiliated with or jointly owned by the entity that owns Operator.
50. Operator shall not claim any legal right in its Terms of Use, Privacy Policy, or elsewhere to institute retroactive changes to its Privacy Policy and shall provide an opportunity for the customer to explicitly assent prior to any changes to its data practices, including uses of data Operator collected under a prior policy.
51. Operator may not collect Personal Data related to, nor sort Personal Data, nor individual data subjects, according to race, gender, religion, national origin, age, or sexual orientation except for survey data collected on an opt-in basis and for a public purpose expressly set forth by SFMTA. Operator may not deny service to any user on the basis of their refusal to provide any such survey information. The SFMTA shall consult the Human Rights Commission if it receives any complaints based upon any potential violations of this provision.

Permit Revocation and Summary Suspension

52. The SFMTA will monitor Operators' compliance with these Terms and Conditions. The SFMTA may suspend, revoke, or partially revoke a permit for good cause, including, but not limited to, if any Permit requirement is not met or if the Operator is found to have misrepresented information in its application. If a permit is revoked, the SFMTA may choose not to reallocate the number of permitted Curbside Electric Vehicle Charging Stations, may issue a permit to another applicant for a site previously used by

the Operator, may reallocate a number of permitted sites to existing Operators, or may reopen the application process. If an Operator has violated any statute, ordinance, or regulation that would justify revocation, the SFMTA may also refuse to issue that Operator a future permit.

53. The SFMTA may revoke or summarily suspend a Curbside Electric Vehicle Charging Operator Permit at any time upon written notice sent to the Operator's mailing and/or email addresses listed in the permit.
54. If a notice of revocation is issued, the Operator agrees to follow the instructions in the notice. Operator will remove all charging equipment from the public right-of-way within five (5) business days from the date the notice is sent, unless SFMTA specifies otherwise.
55. If the SFMTA determines that continued operation of an Operator's charging equipment poses an imminent or ongoing risk to public health or safety, the SFMTA may summarily suspend the permit effective on the date the notice is sent. The notice will identify the health or safety reason(s) for the suspension. Operator must immediately disable, de-energize, or remove its charging equipment from the public right-of-way when directed by the SFMTA.
56. If the Operator wishes to contest a revocation or summary suspension, the Operator may request a hearing under the procedures in the San Francisco Transportation Code Section 918.

City Reservation.

57. City reserves the right at any time to make alterations, additions, repairs, removals, and improvements to all or any part of the Site Permit Area for any municipal purpose, including, but not limited to, maintenance and improvement of street lighting and/or transit or transportation services, and/or City compliance with mandatory regulations or voluntary controls or guidelines. Operator's use of the Site Permit Area may not impede or delay in any way the City's authority and ability to make changes to any Site Permit Area necessary for any municipal use. City will: (a) make a good faith effort to give Operator prior notice of any City work; (b) allow a representative of Operator to observe City's work; and (c) take reasonable steps not to disrupt Operator's normal use of equipment in the Site Permit Area. But Operator
58. Should City make any alterations, additions, repairs, removals, or improvements to a Site Permit Area that requires Operator to remove its equipment, City will assist Operator in locating a replacement site for installation of Operator's equipment, subject to the required approvals described in these terms and conditions. Location of a replacement site is not guaranteed. Under no circumstances will City be responsible for any costs Operator incurs to remove its equipment and infrastructure, nor be responsible for any loss of use.

Street and Construction Closures

59. In the event that Curbside Electric Vehicle Charging Stations must be blocked, de-energized, or removed to allow construction work to be performed, Operator must coordinate with the Construction Contractor regarding the blockage or removal and reinstallation if applicable. Operator must ensure that the stall is returned to pre-construction condition.

Lost Revenue

60. Under no circumstances shall Operator be entitled to compensation from the City due to lost revenue. This includes but is not limited to loss of revenue due to permit revocation, suspension, temporary or permanent street closures, construction closures, or where a Charging Station must be removed temporarily or permanently for a municipal purpose.

Permit Jurisdiction

This permit is only valid for operations in the public right-of-way of the City and County of San Francisco under the jurisdiction of the SFMTA, Port of San Francisco, Public Works, or any other City department or agency as SFMTA may determine from time to time.

Severability

If any provision of these permit terms and conditions, or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of these permit terms and conditions, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of these permit terms and conditions shall be valid and enforceable to the fullest extent permitted by law, except to the extent that enforcement of these permit terms and conditions without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of these permit terms and conditions.