



Certified Installer Partner Agreement (v2.0)

**Simpl Global, Inc. and [Certified Installer
Partner]**

THIS CERTIFIED INSTALLER PARTNER AGREEMENT (CIPA) is made and entered into as of [Date], by [Certified Installer Partner], a [State of Incorporation] [Entity Type] (“CIP”), and Simpl Global, Inc., a California Corporation (“SIMPL”).

RECITALS:

- A. SIMPL designs, manufactures and sells the Products described below (each a “Product”, together “Products”):

SimplBox: MicroStorage Energy Storage Solution

SimplMeter: Residential, Commercial and Industrial Energy Planning and Monitoring Solution.

- B. SIMPL and CIP are interested in forming a business relationship where SIMPL provides Products and CIP sells and installs Products.
- C. CIP will be able to purchase Products at the CIP Purchase Price, including but not limited to, the Product Pricing provided by SIMPL. CIP shall, at the CIP’s sole discretion, decide the CIP Sales Price to the CIP’s customers.

ARTICLE I
OBLIGATIONS OF CIP

- 1.1 Purchase. CIP agrees to purchase Products, and SIMPL agrees to sell Products, at mutually agreed-upon prices. Pricing of Products is dependent on the CIP's quarterly purchasing volume and is subject to change at the sole discretion of SIMPL. SIMPL will notify CIP of any pricing adjustments on a quarterly basis.
- 1.2 ADMIN. CIP is responsible for assigning a knowledgeable, and technologically capable company ADMIN. The training of the company ADMIN is SIMPL's responsibility. However, training of all other employees at CIP is solely up to the CIP ADMIN. At any point in time, if SIMPL determines that the ADMIN is not capable of performing the required ADMIN duties, SIMPL, at its sole discretion, may reject the designated ADMIN and ask for a replacement
- 1.3 Reference System. CIP is responsible for purchasing, installing and maintaining a Reference System at the CIP's own facilities. The Reference System must consist of at least two (2) SimplBox-15s and will be used by the ADMIN as a training tool for CIP's employees and crew members.
- 1.4 Minimum Purchase Standards. In order to continue as a CIP, the CIP must meet the Minimum Purchase Standards as mutually agreed-upon and stated in Appendix A. If Minimum Purchase Standards are not met, SIMPL, at its sole discretion, may void this CIP Agreement.
- 1.5 Payment. Payment for SIMPL Products is due 50% at time of order and 50% immediately prior to shipment of product. CIP's orders will not be entered into SIMPL's manufacturing systems until after the initial 50% payment has been received. Orders are considered non-cancellable unless mutually agreed to be otherwise. If cancellable, all canceled orders are subject to a 25% restocking fee.
- 1.6 Code Compliance. CIP will use SIMPL Products in a code-compliant manner and in accordance with the requirements of individual Product warranties and specifications.
- 1.7 Intellectual Property. During the term of this Agreement and thereafter, CIP shall not use, refer or sanction any other party to use or refer to any name, trademark, service mark, trade name, trade dress, property, logo, or identifying photograph or image owned by SIMPL (collectively "Mark" or "Marks"), except to the extent permitted by SIMPL's written instructions and agreement. CIP agrees to use the Marks solely in furtherance of this Agreement. Nothing in this sub-paragraph shall give CIP any right, title or interest in or to the Marks owned by SIMPL.
- 1.8 Product Markings. CIP shall not modify Product markings and labelling. Any such modifications require written approval from SIMPL.
- 1.9 Project Commissioning. CIP will be responsible for commissioning of SIMPL Products. CIP is also required to assist its customer with set-up and on-boarding to the SimplWeb platform.

ARTICLE II
DUTIES OF SIMPL

- 2.1 CIP Training. SIMPL will conduct online training sessions to CIP's designated ADMIN, and employees selected by the ADMIN, on SIMPL Products. SIMPL and CIP will mutually decide on the timing of the online training. These training courses are at no cost to the CIP if minimum yearly purchase is made as defined in Appendix A.
- 2.2 Access to Software. SIMPL will provide access to SimplWeb, SIMPL's software platform.
- 2.3 Marketing Support. CIP will have access to SIMPL marketing collateral, specification sheets, white papers, and Product videos which are developed by SIMPL at its sole discretion.
- 2.4 ADMIN Service Support. SIMPL will provide the CIP's ADMIN with in-person customer service phone call support during SIMPL's normal operating business hours.

ARTICLE III
APPLICABLE LAW AND MEDIATION PROVISION

- 3.1 Applicable Law. The laws of the State of California shall govern this CIP Agreement with the California State Courts located in Placer County, California or the Federal Courts located in Sacramento, California are the proper venue for all disputes under this CIP Agreement.
- 3.2 Mediation Provision. Both Parties agree to use commercially reasonable efforts to settle any dispute, claim or disagreement between the Parties through negotiation in good faith between representatives with full authority to reach settlement. If the Parties are unable to reach a settlement, then the Parties to this agreement hereby agree to settle all disputes by mediation under supervision of the Courts of the State of California, County of Placer. If the Parties are unable to agree on a mediator, then each party will select a qualified mediator and the two selected mediators will select a third mediator to act as the sole mediator. Any dispute not resolved by mediation shall be resolved by arbitration using JAMS at a location in Placer County, California. Each party will bear its own costs and expenses in mediation and arbitration.
- 3.3 Merger Clause. This Agreement is a full and final expression of agreement between the parties and includes no oral or contemporaneous agreements.
- 3.4 Non-Disparagement. CIP will not, during the Term of this Agreement or thereafter, disparage SIMPL, its products, services, agents, or employees. SIMPL will not, during the Term of this Agreement and thereafter, disparage CIP.

ARTICLE IV
MISC.

- 4.0 **Initial Term of Agreement.** This the Initial Term of this Agreement expires on the first anniversary of the signing of this agreement. Annually thereafter, upon mutual agreement of SIMPL and CIP, the term may be extended for an additional one-year term(s) (“Additional Term”).
- 4.1 **Warranty.** Products have individual workmanship and performance warranties. See SIMPL and manufacturer Product Warranty documents for details (the “Warranty Documents”). The Warranty Documents are the sole and exclusive documents that govern the Product warranties.
- 4.2 **RMA Process.** SIMPL has a defined RMA process for products it manufactures and sells. No credits or refunds will be given if the RMA process is not followed. **For clarity, if a CIP removes products from a customer’s site without written permission from SIMPL, no credit or refund will be given.**
- 1.10 **Terms of Purchase.** All sales on SIMPL product are final. All canceled orders are subject to a 25% restocking fee.

APPENDIX A

Purchase. SIMPL requires CIP to purchase and install a Reference System which is defined as a set of two (2) SimplBox-15’s as a Starter Pack at a price of \$3,499.00. Payment for Reference System is required at the time of signing this agreement.

Minimum Quantities for individual orders. There are no minimum quantities for individual order.

Minimum Annual Purchase Standards. To maintain CIP status, annual orders must add up to \$_____ per year.

Product Pricing. For up-to-date product pricing visit <https://simplglobal.com/download-center/> and press on pricing buttons for SimplBox or SimplMeter. Pricing may be updated on a quarterly basis.

Shipping. Product prices are exclusive of shipping costs. Shipping will be added to order invoice.

Sales Tax. Sales tax will be added to all orders unless a valid Resale Certificate is supplied to SIMPL prior to shipment. The payment of sales tax is an obligation of CIP. If SIMPL does not invoice for sales tax, CIP is not absolved of the responsibility to pay all sales tax obligations.

Simpl Global, Inc.

By: Cheryl Dibachi

Its: President

[CIP Name]

By:

Its: