

PART 8 MISCELLANEOUS

8.1 Relationship of the Parties; Force Majeure. The Parties are independent contractors in performance of this License. This License: (i) creates no joint venture, partnership, fiduciary, or agency relationship for any purpose; (ii) confers no right or remedy on any person other than the Parties and their respective successors or permitted assigns; and (iii) creates no contractual relationship with, or cause of action for, any third party. Any renewable energy credit, allowance, or other indicator of environmental benefit attributable to presence of a Charging Station on the Premises during the Term belongs to GPC. Rights and obligations in this License are independent from any other agreement between the Parties. Neither Party is responsible for delay or failure in License performance to the extent the delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, or other similar cause beyond the Party's control.

8.2 Interpretation. Both Parties were involved in negotiating this License; no rule allowing construction according to authorship applies. Georgia law governs all matters, including torts, relating to this License, without regard to choice of law principles. The Parties will resolve a claim or dispute under this License in a state or federal court sitting in Lowndes County, Georgia, regardless of Premises location; each consents to exclusive jurisdiction and venue in these courts. This License and its exhibits comprise the Parties' final and exclusive expression of their rights and obligations regarding the License Area and supersede any prior oral or written representation, promise, or agreement. Captions are for convenience only and do not affect interpretation; "include" means "include, but are not limited to"; "or" means "either or both"; and defined terms are singular or plural as context requires. License provisions that logically should apply beyond License expiration or termination will survive expiration or termination.

8.3 Modification; Waiver; Assignment; Severability. No amendment or modification of this License is effective unless made in a writing signed by both Parties. Each Party agrees to execute documents or perform acts reasonably necessary to perform each provision of this License. Failure of a Party to insist on strict performance of any provision does not waive the right to require future performance; a waiver in one instance is not a waiver regarding a later obligation or breach. This License binds and benefits the Parties and their respective heirs, successors, assigns, including successor Premises owners. If there is an assignment or change in control of all, or substantially all, of a Party's operations or assets, the Party must provide prompt written notice and the Parties will cooperate to ensure that the License binds the successor. If a court rules a provision unenforceable to any extent, the rest of that provision and all others remain effective; the Parties will negotiate in good faith to replace the provision. If a court finds a provision unreasonably broad in time or scope, the Parties desire that the court reduce it to the maximum allowable parameter, instead of holding it totally unenforceable.

8.4 Notices. Any notice under this License must be in writing and be delivered either by: (i) personal delivery (effective that date); (ii) prepaid nationally- or internationally recognized commercial overnight courier (effective the next business day); or (iii) registered or certified U.S. mail, with proper postage (effective the following fourth business day). The Parties will provide notice as indicated in **Exhibit C**, subject to any update provided by written notice pursuant to this Section 8.4.

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