

Service Level Agreement

1. Scope and subject matter

- 1.1. This Service Level Agreement ("SLA"), defines the baseline for processing of Individual Orders, for commissioning and maintaining of Charging Points and for Software Services between INNOGY and the CUSTOMER.
- 1.2. Both Parties will work together to reach a common objective of 99% system availability.
- 1.3. The starting dates are defined per service level.
- 1.4. Both Parties are willing to cooperate closely and offer eMobility solutions provided by INNOGY.
- 1.5. These products, services, and technologies are pioneering, and each party understands there is a learning curve and are willing to learn together to improve processes and operations.
- 1.6. INNOGY offers as a Software Service eOperate which is a Charge Point backend system and front-end portal.
- 1.7. INNOGY offers EV charging Hardware within Europe which includes ultra-fast DC charging solutions and high-power AC charging solutions.
- 1.8. INNOGY resells select DC charging solutions manufactured by others that have been fully integrated into INNOGY solutions.
- 1.9. INNOGY offers technical services in select areas within Europe which include installation, commissioning, and maintenance of charging Hardware offered by INNOGY.
- 1.10. INNOGY will maintain an international 1st line telephone helpdesk with trained and qualified personnel within Europe to support charge point operators and further direct customers of INNOGY.
- 1.11. INNOGY will maintain an international 2nd line support with trained and qualified personnel within Europe to support CUSTOMER and field service technicians of the CUSTOMER.
- 1.12. INNOGY will maintain a European 3rd line support team with qualified personnel to support Software Services and Hardware manufactured by INNOGY and as an interface to manufacturers that are integrated into INNOGY solutions and that are sold through INNOGY.
- 1.13. Incidents of malfunction resulting from any event or circumstance beyond the reasonable control of INNOGY are out of scope of these SLAs (e. g. vandalism, accidents, grid connection issues, telecom or CUSTOMER supplied communication failures, fuse tripped within the Charge Point grid connection).

2. Definitions

- 2.1. "Downtime Per Incident" is the maximum time it takes to restore the functionality of the eOperate service after the issue has been resolved.
- 2.2. "Replacement parts" can be identical components or components that fulfill original specifications but differ in appearance or form.
- 2.3. "Failure Priority" defines the severity of the eOperate incident.
- 2.4. "INNOGY Hardware" is manufactured or distributed by INNOGY.
- 2.5. "Normal Working Hours" 09:00-17:00 Mo.-Fr. Central European Time.
- 2.6. "Individualization" means any individualization of Hardware compared to the Product standard, which INNOGY performs at the CUSTOMER's request (e.g. insertion of SIM cards, foiling, configuration changes). All Individualizations require the CUSTOMER's approval via e-mail.

2.7. "Response Time" means the maximum time between the notification of an incident and the beginning of the incident handling by the helpdesk. The response time begins with the incident being reported and providing all the information needed at the beginning of the investigation.

2.8. A "Disruption" is an unscheduled interruption of the eOperate Software Service, a reduction in quality or Hardware failure.

3. Order processing

- 3.1. In the case of standard products based on the current price list, Individual Orders are accepted within 3 Business Days.
- 3.2. In the case of nonstandard products, Individual Orders are accepted after internal review.

4. 1st line helpdesk

- 4.1. Languages supported: English, German.
- 4.2. The telephone 1st line helpdesk is available 24/7, 365 with regards to technical issues and from Monday to Friday, 8-18 o'clock, and on Saturday 8-14 o'clock with regards to commercial issues.
- 4.3. First call resolution based on call scripts and standard questions. Recording within the ticketing system of all malfunctions from Hardware and Software.
- 4.4. Call abandoned rate less than 12% with regards to technical issues and less than 10% with regards to commercial issues.
- 4.5. Maximum 45 second average wait time per month for 1st line helpdesk during Normal Working Hours.

5. Ticketing system

- 5.1. Identification of major incidents and forwarding to escalation authorities.
- 5.2. Automatic acknowledgement within 1-hour of initial inquiry via ticketing system.
- 5.3. Tickets can be submitted via email, eOperate Portal, eCharge+ app, or 1st line helpdesk.

6. Software Services

- 6.1. Connection of the INNOGY supplied Hardware to eOperate backend within average maximum 7 Business Days after receipt of the complete "eOperate Activation Sheet" and after submission of the completed commissioning report in the eOperate portal.
- 6.2. Connection of the INNOGY supplied Hardware to eOperate backend within average maximum 1 Business Day after submission of complete commissioning protocol via the digital process in the Partner Portal (provided that the Partner Portal is available to the CUSTOMER).
- 6.3. Refer to Tables I, II, and III for routine operations, services, and priority definition.

7. AC Hardware

7.1. Unless otherwise agreed between the INNOGY and the CUSTOMER on an individual basis, the following shall apply: If and to the extent that the CUSTOMER has submitted a binding monthly order forecast for the current quarter no later than one month before the beginning of the quarter, Products shall be made available at the Performance Location ("**Provisioning Time**") within two (2) weeks after each of the following conditions is met:

- i. Receipt of the Individual Order by INNOGY in accordance with clause [2.3] of the Framework Agreement,
- ii. Order confirmation by INNOGY in accordance with clause [2.3] of the Framework Agreement, and
- iii. Written approval by the CUSTOMER of the Individualization agreed between CUSTOMER and INNOGY, if applicable (e-mail is sufficient).

The Provisioning Time listed in this clause 7.1 shall only apply after the expiry of fourteen (14) weeks after receipt of the first binding monthly order forecast; the same shall apply if the CUSTOMER has not submitted a binding monthly order forecast for the immediately preceding quarter. These fourteen (14) weeks are required by INNOGY for initial stocking or restocking of the warehouse.

7.2. If and to the extent that the Customer has not submitted a binding monthly order forecast for the current quarter no later than one month before the beginning of the quarter, the Provisioning Time shall be fourteen (14) weeks from the time at which each of the following conditions is met:

- i. Receipt of the Individual Order by INNOGY in accordance with clause [2.3] of the Framework Agreement,
- ii. Order confirmation by INNOGY in accordance with clause [2.3] of the Framework Agreement, and
- iii. Written approval by the CUSTOMER of the Individualization agreed between CUSTOMER and INNOGY, if applicable (e-mail is sufficient).

7.3. If and to the extent that the CUSTOMER has also ordered Delivery from INNOGY pursuant to the Hardware Individual Agreement, the Provisioning Times shown in clauses 7.1 and 7.2 shall apply accordingly as Delivery Times within Germany and the EU. Delivery Times for Product deliveries outside the EU will be communicated on request.

7.4. Replacement parts are available for order 8 years after the Product has been discontinued.

8. DC Hardware— resold by INNOGY

8.1. Delivery time depends on ordered model and number and is determined individually for each order.

8.2. 2nd and 3rd line support will be organized by INNOGY with the respective Hardware manufacturer.

9. Repair of AC or DC hardware

9.1. 2nd line support will start working on the ticket within average maximum 2 Business Days of being reported. Tickets need to be either in English or German, otherwise handling times will exceed. Tickets will be answered in English or German.

9.2. 2nd line resolution based on remote diagnosis including analysis of root cause is conducted average maximum within 1 Business Day resulting in (i) remote resolution, (ii) initiating onsite intervention of a technician, or (iii) forwarding to 3rd line support.

Hardware needs to be available via data-connection for analysis. Otherwise analysis will take extra time and additional efforts or additional support from onsite.

Remote diagnosis is only possible for Hardware connected towards INNOGY eOperate backend. Hardware connected towards 3rd party backend systems can only be supported on a lower service level.

9.3. 2nd line on site intervention within average maximum 5 Business Days and depending on availability of spare parts. Any onsite intervention depends on local/national service contracts and is executed by INNOGY against separate fees (notwithstanding warranty claims of the CUSTOMER). In regions with existing standardized service partners, Onsite service can be provided with above mentioned times. Availability of services within regions without fixed standard service contracts differ, depending on the agreed local service contracts.

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Table I- *Software Services Availability and routine maintenance*

Availability	Normal priority	High priority
Service availability per year within the guaranteed service times	96%	98%

Maintenance	Normal priority	High priority
Scheduled major updates with 7 day prior notification	3 times a year, without service interruption	3 times a year, without service interruption
Scheduled patches	Once a month, without service interruption	Once a month, without service interruption

Table II – *Software Services Failure Priority Definition and Response Times*

Failure Priority	Description	Reaction Time	Downtime Per Incident
P1 Critical	Complete failure or failure of the INNOGY eMobility platform or a critical function that makes the system unusable. The problem cannot be alleviated by a temporary solution or manual processes. Business Impact: Critical impact on the ability to perform business processes.	30 Minutes	10 Hours
P2 Significant	Significant Disruptions to the INNOGY eMobility platform or an important function that do not render the system completely unusable, but considerably restrict one or more critical functions. The problem cannot be mitigated by a temporary solution or manual processes. Business Impact: Significant impact on the ability to execute business processes.	2 Hours	16 Hours
P3 Low	Minor degradation of the INNOGY eMobility platform or some functions that slightly degrade service performance but do not limit critical functions. A temporary solution or manual process is available. Business Impact: Minor impact on the ability to perform business processes.	4 Hours	15 Business Days
P4 Small	No impairment of the functionality of the INNOGY eMobility platform (e.g. messages about incorrect documentation, questions or improvement requests). Business Impact: No impact on the ability to execute business processes.	4 Hours	60 Business Days

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Table III – *Software Services with Defined priority*

Service	Normal priority	High priority
Display and download of charge data	x	
Configuration of charge port and stations	x	
Configuration of access management	x	
RFID Management	x	
CID Management	x	
Firmware Management	x	
Download of diagnosis and log files	x	
Determining opening hours	x	
Configuration of static load management	x	
Configuration of client-capable direct payments (prices, legal texts, information texts)	x	
Coupon Management	x	
Activation of charging process (RFID, EMAID, eCharge+ app, remote, eSmartCable)		x
Control and configuration of dynamic load management		x
Dynamic POI data		x
Control of opening hours		x
Direct payment		x
Roaming		x

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