



MASTER RELIABILITY AS A SERVICE AGREEMENT

PLEASE READ THIS MASTER RELIABILITY AS A SERVICE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY CHARGERHELP, INC. (“SERVICE PROVIDER”).

BY CLICKING I AGREE, YOU (“CLIENT”) AGREE TO BE BOUND BY THESE TERMS AT THE PRICES SET OUT ON THE CHECK-OUT SCREEN, STATEMENT OF WORK, OR ORDER FORM (EACH, AN “ORDER”), EFFECTIVE UPON TODAY’S DATE (THE “EFFECTIVE DATE”). IF YOU ACCEPT THESE TERMS ON BEHALF OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND THAT ORGANIZATION. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

WHEREAS, Service Provider performs support services described on Exhibit A (the “Services”) for electric vehicle charging station infrastructure (“Products”).

WHEREAS, Client desires Service Provider to perform the Services for the benefit of Client, and

WHEREAS, Service Provider desires to perform the Services for the compensation and in accordance with the terms and conditions set forth herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK AND SCHEDULE

Service Provider shall perform for Client the Services described in Exhibit A. All Services performed shall be deemed to be within the agreed upon work scope and compensation. Service Provider shall not be entitled to any additional compensation absent a written scope change authorization executed by Client.

2. WORK AUTHORIZATION

- a. Services under this Agreement shall be authorized on Service Provider’s online platform (“EMPWR”) through the issuance of one or more Orders. All Orders issued by Client and all acknowledgments issued by Service Provider shall be in writing, through EMPWR or other electronic format and subject to the terms and conditions of this Agreement.
- b. Service Provider shall be paid according to the payment terms and amounts specified in Orders issued in connection with this Agreement unless agreed otherwise in an amendment to this Agreement signed by both Parties.

3. COMPENSATION

- a. For the Services specified in an Order, Service Provider will be compensated a total authorized amount as specified in such Order. Service Provider may not exceed this amount without prior written authorization of Client in the form of an amendment to an Order, or a new Order, or perform any Services that would cause it to exceed such amounts. Compensation due to Service Provider shall be billed to Client as directed by the applicable Order and shall be due and payable within thirty (30) days following Client’s receipt of proper invoice. Invoices shall be addressed to the attention of the person specified in the applicable Order.

- b. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Client shall be responsible for all taxes associated with the Services (excluding taxes based on Service Provider's net income). All fees paid are non-refundable and are not subject to set-off.
- c. Service Provider uses a third-party payment processor (the "Payment Processor") to bill Client through a payment account linked to Client's account (the "Billing Account") for use of the Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. Currently, Service Provider uses Stripe, Inc. as its Payment Processor. Client can access Stripe's Terms of Service at <https://stripe.com/us/checkout/legal> and its Privacy Policy at <https://stripe.com/us/privacy>. Service Provider is not responsible for any error by, or other acts or omissions of, the Payment Processor. By choosing to use Services, Client agrees to pay Service Provider, through the Payment Processor, all charges at the prices then in effect for any use of such Services in accordance with the applicable payment terms, and Client authorizes Service Provider, through the Payment Processor, to charge Client's chosen payment method (the "Payment Method"). Client agrees to make payment using that selected Payment Method. Service Provider reserves the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.
- d. The terms of Client's payment will be based on the Payment Method and may be determined by agreements between Client and the financial institution, credit card issuer or other provider of Client's chosen Payment Method. If Service Provider, through the Payment Processor, does not receive payment from Client, Client agrees to pay all amounts due on Client's Billing Account upon demand.

4. RECORDS

During the Term, Service Provider must keep records of all Services provided under this agreement in the form, manner and content required by Client from time to time for a period of twelve (12) months following completion of an Order. Service Provider will provide a copy of its Service records and its authorizations to Client within ten (10) business days of Client's written request.

5. STANDARDS OF SERVICES

- a. The Service Provider warrants to Client that all Services provided under this Agreement will be:
 - i. performed in a professional manner using industry practices,
 - ii. performed using appropriate tools and equipment, including personal protective equipment, that is in good working order;
 - iii. performed in compliance with: any reasonable direction from Client's customer to minimize disruption; all relevant site access requirements for work sites provided by Client or the Client's customer; all manuals, specifications, scoping documents, and procedures provided by Client; and all laws and authorizations.
- b. The Service Provider shall (at its own cost) maintain all licenses, permits, qualifications, certifications, memberships, and registrations required by Client or any authority or regulation for performing the Services.

- c. *Except as expressly set forth above, the Services are provided "as is" and "as available" and are without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance, usage of trade, or course of dealing, all of which are expressly disclaimed.*

6. INDEPENDENT CONTRACTOR

Service Provider shall be deemed to be an independent contractor in the performance of Services under this Agreement. Service Provider may use subcontractors in the performance of the Services without the prior written approval of Client.

7. TERM; TERMINATION

This Agreement is effective as of the Effective Date and remain in effect for the period set forth in the Order. Thereafter, the Agreement will be automatically renewed for successive 12 month periods, subject to either Party providing the other with at least 30 days prior written notice of its intent not to renew at the end of the then current term. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Service Provider may suspend or limit Client's access to or use of the Service if (i) Client's account is more than sixty (60) days past due, or (ii) if Service Provider is unable to access Client's facility to perform the Services.

8. PROVISIONING OF PARTS

- a. For the purposes of providing Services, Client will provide Service Provider with the necessary spare parts by shipping them at Client's expense to Service Provider or directly to the site where the Services are to be performed. If identified in an Order, the Service Provider may provide warehousing of spare parts at its facility or facilities on behalf of Client and then ship them to technicians performing the Services ("Warehousing and Provisioning Services"), the costs and service levels associated with those services are described in an Order.
- b. The Service Provider shall be responsible for the safekeeping of spare parts and/or any RMA Products kept in its possession and will adequately insure them against the risk of theft or damage while in their possession.
- c. The Service Provider shall not install any parts in a Product unless such part has been supplied by Client for that purpose or has otherwise been approved by it in writing.
- d. The Service Provider will be responsible for supplying suitable tools and other equipment and transport to and from work sites, as is necessary to undertake the Services. Client will provide any Product specific proprietary tooling to the Service Provider.
- e. The Service Provider shall retain and/or dispose of all defective parts removed from Products according to the terms specified in an Order. To the extent possible the Service Provider shall endeavor to reuse the packaging spare parts are supplied in. If requested by Client, and at the rates specified in an Order, the Service Provider will send the replaced part to Client at Client's cost, to be invoiced along with the Order.

9. INSURANCE

- a. Service Provider will provide and maintain the following minimum Insurance, during the life of this contract. The minimum insurance requirements shall be the greater of that insurance as required by any applicable insurance law or regulation or as set forth below. Unless otherwise agreed to in writing by Service Provider, all such insurance shall be written with insurers possessing a current Standard & Poor's rating of A-, with at least \$100,000,000 (or equivalent) in Policy Holders' Surplus or an A.M. Best rating of at least A- VIII.
 - i. Statutory coverage for all states where the work will be performed, as well as any applicable federal statute
 - ii. Employer's Liability Insurance with a minimum limit of \$1,000,000 for each accident or occupational disease. If the Service Provider will have 5 or more employees at any one time performing on-site work, this minimum limit shall be \$2,000,000 for each accident or occupational disease.
 - iii. Comprehensive or Commercial General Liability Insurance, including Combined Single Limits Each Occurrence and Annual Aggregate Bodily Injury and Property Damage Liability; Personal Injury Liability and Blanket Contractual Liability, with aggregate limits of not less than \$5,000,000. Such policy shall include coverage for Products Liability, Completed Operations, personal injury liability and Contractual Liability applicable to the indemnity agreement under this contract.
 - iv. Comprehensive or Business Automobile Liability Insurance for Owned, Hired and Non-Owned Automobiles, with Limits of \$2,000,000 Combined Single Limits Each Accident, Bodily Injury and Property Damage Liability. Service Provider shall furnish Client ACORD (or equivalent) Certificates of Insurance evidencing the foregoing risks prior to commencement of any work, as well as upon the renewal of each policy of insurance required herein.
- b. Not less than thirty (30) days written notice will be given by Service Provider's insurer(s) or by Service Provider to Client prior to any cancellation, non-renewal, or restrictive modification of the policies. Upon the request of Client, Service Provider will provide Client with a true copy of the actual policies of insurance required herein. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Client and delivery shall be deemed to be complete only upon actual receipt and acceptance of the items by Client, as set forth in this Agreement. Risk of loss or damage as to items rejected by Client or as to which acceptance has been revoked shall be upon Service Provider.

10. INDEMNIFICATION.

- a. To the extent permitted by law, the parties shall indemnify and hold harmless the other party, their respective partners, officers, directors, employees, and contracted agents from and against any and all unaffiliated third-party lawsuits, claims, demands, penalties, losses, fines, liabilities, attorney fees, and damages for any personal injury (including death), or physical damage to tangible property. Client agrees to defend, indemnify, and hold Service Provider harmless from and against any and all unaffiliated third-party claims, demands, losses, liability, lawsuits, liens, and judgments, including all reasonable attorneys' fees, costs, and expenses (collectively "Claims")

to the extent caused by or alleged to be caused by i) a defect in the Products or ii) the Product's infringement on the rights of any third party.

- b. Each Party's (the "Indemnifying Party") indemnification obligations hereunder are conditioned upon the party seeking indemnification (the "Indemnified Party") providing the Indemnifying Party with (i) prompt notice of the Claim, (ii) sole control over the defense and settlement of such Claim, and (iii) at the Indemnified Party's expense, reasonable cooperation in the defense and settlement of such Claim.

11. LIMITATION OF LIABILITY.

- a. In no event shall either Party, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Products or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Service Provider or other third parties for any damages. Both Party's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed the purchase price allocable to the equipment or part thereof or Services which gives rise to the claim.
- b. All causes of action against a Party arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

12. FORCE MAJEURE.

Except for Client's obligation to pay Service Provider, neither Party shall be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), acts of God, pandemic, outbreaks, epidemic, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery of the Services will be extended by period equal to the delay plus a reasonable time to resume Services.

13. IMMIGRATION COMPLIANCE

Service Provider will obtain prior to the rendition of the Services (at Service Provider's sole cost and expense), any and all immigration documents, visas, clearances, permits and the like necessary and appropriate for the lawful rendition to Client the Services in the United States of America or any Order placed hereunder. Service Provider agrees to defend, indemnify, and hold harmless Client and its customer from any cost, expense, fine, judgment or liability (including attorneys' fees and costs) arising out of any breach of such representations and warranties by Service Provider.

14. DRUG FREE ENVIRONMENT

Service Provider is committed to its employees and the community to provide a safe, healthy, and drug-free work environment. Service Provider represents and agrees that it and its employees shall be drug-free while performing its obligations under this Agreement. Client reserves the right at any time to request Service Provider or its personnel, agents, representatives, subcontractors, and partners to leave premises if it believes that such persons have violated Client's drug-free workplace policies.

15. HEALTH AND SAFETY

Service Provider shall comply with all applicable provisions of Federal, State and Municipal rules, regulations, laws, building codes and industrial safety practices related to or impacting on health, safety and environmental, including any policies, rules and regulations implemented and in effect at Client's sites where the Services are performed. Service Provider will immediately forward to Client a copy of each accident report relating to the Service involving damage to property or illness, injuries or even death of any assigned personnel, including but not limited to those reports filed with Service Provider's workers compensation insurance carrier.

16. ENVIRONMENTAL POLICY

Service Provider shall comply with all applicable environmental policies and laws of Federal, State and Municipal rules, regulations related to materials used while performing the Services, including, but not limited to, Service Provider shall observe all U.S. EPA regulations with regards to material handling and disposal of cooling fluid.

17. MISCELLANEOUS

- a. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to terms and conditions under which Service Provider will perform its Services. No waiver, alteration, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Party to be bound.
- b. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California. The Parties agree that all causes of action against Client under this Agreement shall be brought in the State Courts of the State of California, or the U.S. District Court for the Central District of California. If any provision hereof, partly, or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.
- c. Changes. This Agreement shall not be amended, altered or qualified in any manner whatsoever except in a writing signed by both Parties, and any amendment, alteration or qualification hereof shall be null and void and shall not be binding upon any Party who has not given its consent as aforesaid.
- d. Conflicts. In case of conflicts between this Agreement, the Exhibits, the Orders and other contractual documents, the order of precedence shall be as follows: i. this Master Services Agreement; ii. Exhibits to this Agreement; and iii. Order(s).
- e. Notice. Any notice, request, demand, or other communication by the terms hereof required or permitted to be given by one Party to the other shall be given in writing by email, EMPWR, or

courier addressed to such other party or delivered to such other party as follows or at such other address as may be given from time to time by either of the parties.

If to Service Provider: Attn: Legal
ChargerHelp Inc.
525 South Hewitt Avenue
Los Angeles, California, 90013
legal@chargerhelp.com

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to be given upon the successful transmission or actual delivery.

- f. **Non-Waiver.** No waiver by any party of any breach of any other party of any of its covenants, obligations, and agreements hereunder shall be a waiver of any subsequent breach of any other covenant, obligation, or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- g. **Assignment.** Neither Party may assign any of its rights or obligations hereunder without the other Party's consent; provided that (i) either Party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Service Provider may utilize subcontractors in the performance of its obligations hereunder. Except as herein provided any attempted assignment in violation of this Section 17(g) shall be void.
- h. **Severability; Survival.** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision, provided that no such severability will be effective if it materially changes the economic benefit of this Agreement to either Party. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- i. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original.
- j. **Copies and Receipt.** Upon execution of this Agreement, each Party shall be provided a signed copy of the Agreement.

Exhibit A to Reliability as a Service (RAAS) Agreement

Charging Stations to be Serviced: ChargerHelp will provide the Basic Services for assets that have been agreed to by ChargerHelp, tracked by Asset ID, and registered to ChargerHelp's EMPWR platform. The individual assets or chargers receiving Services are each referred to as a "**Charging Station**", and collectively the "**Charging Stations**".

"**The Services**" consist of the Basic Services and, if elected, the Additional Services.

The "**Basic Services**" include the following corrective maintenance services:

For each Charging Station requiring corrective maintenance, ChargerHelp dispatches technicians to:

- Perform visual inspections
- Verify and document operating conditions
- Perform mechanical and electrical inspection of connections and operational controls
- Replace or swap out parts which have been procured by or on behalf of the site host.
- Perform corrective maintenance, including additional (but not to exceed three in total) site visits if necessary to repair an issue which can be rectified by an onsite Technician without additional parts and does not fall outside the scope of the Basic Services.
- Clean the Charging Station as required following the corrective maintenance
- Provide logistics and warranty coordination with equipment manufacturers and/or software manufacturers as needed.

"**Services Outside the Scope of Work**". In some instances, ChargerHelp will send a technician to visit the Charging Stations and determine that the tasks required to return the Charging Stations to operational status are outside the scope of this Scope of Services. These tasks may include, but aren't limited, to:

- Replacing charging cables that have been cut or damaged (due to vandalism)
- Fixing broken screens outside of ordinary corrective maintenance (i.e., the damage was due to vandalism, not due to ordinary sun damage)
- Addressing significant property damage
- Handling network connectivity issues (i.e. limited cellular connectivity) or power outages / failed power supply
- Purchasing any parts on behalf of the Client
- Performing any construction or electrical work that requires a permit

The Services do not include the following categories of scenarios (together, the "**Excluded Tasks**"):

- ChargerHelp will not dispatch technicians to Charging Stations in the event:
 - Force majeure events occur, such as those resulting in the lack of operability of the Charging Stations or the inability to reach the Charging Stations safely.
 - ChargerHelp becomes aware that access the Charging Stations is blocked or limited (for example, due to the Charging Stations being locked or ChargerHelp personnel otherwise blocked from entering the premises by a physical barrier or third party).
 - ChargerHelp charges a \$350 no show fee for every day this instance occurs
- Any of the activities listed in the "Services Outside the Scope of Work" paragraph, outlined above.
- If a ChargerHelp technician determines that the required tasks are Excluded Tasks, ChargerHelp will report such instances to the ChargerHelp field service manager and include such information in its work order summary report.

Additional Services. The following tasks are not included in the Basic Services, but may be provided for at additional fees ("**Additional Services**"). If the ChargerHelp determines that completing the repairs will

require additional fees, it will contact the Customer Contact and obtain approval (text or email acceptable) before commencing such repairs. The Additional Services consist of the following:

- Cleaning graffiti or performing corrective services due to vandalism
- Testing and/or performing a charging session by using an Electric Vehicle
- Preventative Maintenance
- Commissioning
- Assessments of specific Charging Stations
- Campaigns, for example to upgrade Charging Stations or their components.

The L2 RaaS “Fees” and DC RaaS “Fees” for the Services are as follows:

- **Basic Services:** charged per month per Charging Station (port) at the rates set forth in the Order. Additional Charging Stations added after the SOW Effective Date will be charged within thirty (30) days after agreeing to add such Charging Stations in writing.
- **Additional Services:** Fees for the Additional Services are subject to the rates set forth on its website. Additional Services, which are not outlined online will be subject to mutual written agreement as to both the task and the fee.
- All Fees shall be paid within 30 days after receipt of invoice. All invoices shall be delivered in advance of the Services being rendered.
- **Cancellation Fee:** Customer shall pay a cancellation fee of **\$350.00** for each visit to a Charging Station by ChargerHelp (i) that is cancelled by Customer at any time prior to completion of such visit, (ii) if ChargerHelp is not provided access to such Charging Station for the day and time period agreed upon by ChargerHelp and Customer, or (iii) the access provided to ChargerHelp is unsafe or inadequate to permit ChargerHelp to render the Services.

Response Time and SLA: The Services are offered at different prices depending on different SLA levels. The following definitions apply to the SLA:

- **Business Day:** a Business Day means a weekday, excluding ChargerHelp holidays. A list of these holidays is available upon request.
- **Standard Business Hours:** Standard Business Hours means 9 am to 5 pm Pacific Time.
- **Tech Dispatch:** “Tech Dispatch” occurs on a Business Day during Standard Business Hours, after the host at the Client site has confirmed access to the site during the available time slot and any parts, if necessary, are available.
- By way of example only, a “**2 Day SLA**” means that ChargerHelp will initiate Tech Dispatch within 2 Business Days, working Standard Business Hours, after the host has confirmed its schedule and once any necessary parts are available with either the Technician or at the site location.
- A “2 Day SLA” does not mean that the Services will be fully completed or that the maintenance issue will be resolved within 2 days.

ChargerHelp acts as an authorized vendor to perform the Services to certain companies. ChargerHelp may perform corrective repairs to the following EVSE Hardware and Software Providers:

EVSE HW	EVSE SW
	Shell Recharge Solutions / Greenlots
	EV Connect
	Xeal
	ampUp
ChargePoint	ChargePoint
Enel X	Enel X
Flo	Flo
Tritium	
Sparkcharge	
ABB	
EV Box	
JuiceBar	
Tellus Power	
SemaConnect	
Evocharge	
ClipperCreek	
Efacec	