

SERVICE LEVEL AGREEMENT

between	Alpitronic GmbH / S.r.l. single member company
and	The CUSTOMER

Version 1-7 of Service Level Agreement for Hypercharger

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I. SECTION – PARTIES

1. SERVICE SUPPLIER

1.1. The Services to be performed under this Service Level Agreement are provided by:

Alpitronic GmbH – S.r.l. (*Gesellschaft mit beschränkter Haftung – società a responsabilità limitata*), a single member limited liability company incorporated under the laws of Italy, under the control and direction of Alpitronic Holding S.r.l., with registered office in I-39100 Bolzano, Italy, Via di Mezzo ai Piani 33, VAT no. IT02632180218, registration number at the business register at the Chamber of Commerce of Bolzano 02632180218.

1.2. The Customer may use the following contact details.

Tel.: +39 0471 196133
Homepage: <http://www.hypercharger.it>
E-Mail: support@hypercharger.it
Online tool: Access to online tool upon request.

1.3. Where Alpitronic subcontracts the Services, it is the obligation of Alpitronic to communicate in a timely manner the details of Subcontractor to the Customer.

2. SUBCONTRACTORS

2.1. Alpitronic is permitted to subcontract all or part of the Services.

2.2. Alpitronic warrants that the Subcontractors are authorized to perform the Services and are appropriately trained and qualified to perform the Services under this Agreement.

2.3. Alpitronic takes the responsibility for all actions, omissions, and defaults of any Subcontractor as if they were the actions, omissions, or defaults of Alpitronic.

3. CUSTOMER

3.1. The legal entity which is in possession of the Product(s) or which operates the Product (s) (charge point operator).

II. SECTION – CONTRACT HIERARCHY

4. CONTRACT HIERARCHY

The following documents together constitute the Service Level Agreement. In the event of a conflict or discrepancy among the documents of the Service Level Agreement, its interpretation shall be made in accordance with the following order of precedence:

- i. This Service Level Agreement
- ii. Standard Warranty Terms and Conditions (if Product is covered by Warranty).

5. CONFLICTING TERMS AND CONDITIONS

The Parties explicitly the terms and conditions of both Parties shall not be binding, irrespective of whether such terms and conditions are printed on quotations, order confirmations, invoices or communicated to the respective other Party in any other way.

III. SECTION – DEFINITIONS

Term	Description
Business Day	means any day except any Saturday, any Sunday, or any day which in Italy/South Tyrol or in the place of installation of the Product is a legal holiday.
CET	means Central European Time.
Corrective Maintenance	means isolating and repairing a Defect in order to restore the Product(s) for operational readiness.
Customer	means the entity, excluding consumers, that owns the Product(s) or operates the Product (charge point operator) or is authorized by owner of charge point operator to administer the Services on the Product(s).
Defect / Fault	means a failure of the Product(s), including cables or Service Parts to comply with the agreed specification.
Documentation	means in digital, printed or other form, the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Products or Services provided by Alpitronic.
Hypercharger	means the denomination of the Products manufactured by Alpitronic, in its different versions.
Key Performance Indicators	means the ratio of performance of the respective Service Levels and Uptime.
Next Business Day (NBD)	means Next Business Day after receipt of a Service Call.

On-Site Resolution Time	means the time between the Service Call Acceptance and the resolution of an On-Site Service on the Product.
On-Site Services	means Services provided at the place of location of the concerned Product(s) by qualified field service technicians from Alpitronic or from its subcontractors. On-site services include the repair of a faulty Product with and without replacement of Spare Parts.
Party	means Alpitronic or Customer individually
Parties	means Alpitronic and Customer collectively.
Preventive Maintenance	means the Services described in clause 14.2.
Proactive Monitoring	means the Services described in clause 11.
Product	means a specific hypercharger in possession of Customer.
Product Warranty	means the written guarantee from the Supplier stating that the Product meets the standards and specifications to the Standard Warranty Terms.
Purchase Agreement	means the agreement on the basis a Product was acquired from Alpitronic, excluding purchase agreements from other entities.
Remote Resolution Time	means the time between Service Call Acceptance and (i) remote recovery of operational readiness of a faulty Product or (ii) assessment that On-Site Service is necessary to remedy the Defect.
Remote Response Time	means the time between Service Call Acceptance and response from a remote help desk staff member either verbally or in writing.
Remote Services	means Services that are performed without physically touching the faulty Product by remote help desk technician of Alpitronic or Subcontractor. Remote Services can be provided only with remote access to the faulty Product.

Service	means the Services performed by Alpitronic or Subcontractor according to selected Service Pack.
Service Call	means the request from Customer towards Alpitronic to perform Services on the Product(s).
Service Call Acceptance	means the confirmation by Alpitronic that all necessary information for processing the Service Call is available. From this moment on the applicable Intervention Times are calculated.
Service Call Entitlement	means the review and assessment of a Service Call which includes checking if all required information for processing the Service Request is available or has been provided.
Service Level	means service levels to which Remote and Onsite Services are to be provided (Intervention Times and Service Times) as set out in the Service Pack chosen.
Service Level Agreement (SLA)	means this Agreement.
Service Pack(s)	means a package of predefined Services to be performed within predefined Intervention Times during predefined Service Times that can be purchased by Customer in accordance with this Agreement.
Spare Parts	means a replaceable part that is kept in Alpitronic's inventory and is used for the repair or replacement of defective Product(s) or their components.
Spare Parts Warranty	means the warranty provided for the Spare Part(s) pursuant to clause 21.
Spare Parts Warranty Period	means the time during which the Spare Parts Warranty is effective and enforceable pursuant to clause 21.2
Service Time	means the respective business hours in which Alpitronic or Subcontractor perform the Services in accordance with the selected Service Pack.

Service Time 9x5	means 9 hours (8:00am – 5:00pm time zone at the place of installation of the Product(s)), 5 days a week (Monday – Friday), except legal holiday at the place of installation of the Product(s).
Service Time 13x6	means 13 hours (7:00am – 8:00pm time zone at the place of installation of the Product(s)), 6 days a week (Monday – Saturday), except legal holiday at the place of installation of the Product(s).
Service Time 24x7	means 24 hours a day and 7 days a week, including legal holiday.
Severity Level / Severity	means the degree of seriousness of a Defect. According to the Severity Level, the Intervention Times within a Service Pack differ accordingly.
Severity Level 1	means a breakdown of the Product which is critical for Customer. The Defect on the Product causes serious impairment to the Customer's business processes through stand-still or total failure of the system. A bypass is not possible.
Severity Level 2	means a malfunction of the Product which is critical for the individual user of a Product. The Defect on the Product results in a reduced performance of the Product, but its utilization is still possible.
Severity Level 3	means a moderate impairment to operation and is non-critical for the individual user. The Defect may be temporarily circumvented using an available workaround; delay in Defect elimination is acceptable.
Standard Warranty Terms	means the terms and conditions for Standard Warranty Services provided by Alpitronic.
Subcontractor	means a company nominated and duly trained by Alpitronic in performance of the Services.

Time Measurement	means the process of measuring the Intervention Times for the agreed Service Levels according to the selected Service Pack in accordance with clause 16. Outside the Service Time agreed start of Time Measurement is interrupted.
Warranty	means the warranty that Alpitronic provides for the Product(s) or Spare Parts in accordance with the Standard Warranty Terms.
Warranty Claim	means a Service Call by Customer to Alpitronic to perform Services on the Product(s) where the Defect is covered by Warranty. In such a case, the procedure set out in the Standard Warranty Terms shall apply, except for Intervention Times which must be performed in accordance with the Intervention times set out in the selected Service Pack.
Warranty Coverage Assessment	means the assessment of whether a purported Defect in a Warranty Claim is covered by Product Warranty or Spare Parts Warranty or falls within the scope of a warranty exclusion criteria.

IV. SECTION – SCOPE

6. SCOPE OF SERVICE LEVEL AGREEMENT

The tailor-made Service Pack combinations are in detail as follows:

BASIC:	Remote Bronze and On-site Bronze plus Extended Warranty for year 3 to 5
STANDARD:	Remote Silver and On-site Silver plus Extended Warranty for year 3 to 5
PREMIUM:	Remote Platinum and On-site Gold plus Extended Warranty for year 3 to 5

In all Service Packs is the Annual Preventative Maintenance included. Used spare parts during the Maintenance are excluded.

6.1. This Service Level Agreement defines the scope and extent of Services to be performed by Alpitronic in relation to the Product(s). For Product(s) under Warranty this Agreement

upgrades the Services provided under Standard Warranty Terms in terms of additional Services, Service Time and Intervention Time to comply with agreed Service Levels, whereas for Product(s) not covered by Warranty, the Agreement offers predefined Services, Service Time and Intervention Time to comply with agreed Service Levels.

- 6.2. The extent of Services (s), Intervention Times and Service Times are defined in specific Service Packs that may be selected and purchased by the Customer. The Customer may select, for each Product, a different Service Pack, according to its specific needs. A Service Pack cannot be transferred to any other Product.
- 6.3. The material scope of the Services provided under a specific Service Pack and the relevant Service Level according to each Service Pack are described in Exhibit A.
- 6.4. The geographical scope of the Services under a specific Service Pack and the relevant Service Level according to each Service Pack are provided within the territory of the EU, Norway, Switzerland and United Kingdom (on the European continent) Services on Products installed on islands belonging to the territory require a separate written agreement.

7. OUT OF SCOPE OF THIS SERVICE LEVEL AGREEMENT

7.1. Spare Parts

7.1.1. The costs for Spare Parts are not included in a Service Pack.

7.1.2. If an On-Site Service Pack is concluded, shipment of Spare Parts to the place of location of the Product(s) is included in the respective fee. If no On-Site Service Pack was concluded, shipment of Service Parts is charged separately in accordance with the payment terms pursuant to clause 12.

7.2. Out-of-scope-Services

7.3. Alpitronic will charge the Customer separately for out-of-scope services if:

- i. the requested Service(s) are not covered by the selected Service Pack.
- ii. Diagnosis and elimination of non-repairable Defects due to total damage of the Product(s).
- iii. Non-compliance with the requirements or parameters set out in the Documentation, such as, but not limited to, improper installation, commissioning, and configuration, incorrect use or operation, modification or service provided by anyone else than Alpitronic or an Alpitronic authorized service provider.
- iv. Damage to Product(s) caused by factors which are beyond the control of Alpitronic, such as, but not limited to:
 - continuous interruption of the Product from grid connection (except in case of a Defect or during carrying out maintenance tasks), which leads to improper functioning or condensing humidity in the Product(s).
 - virus, worm, or similar malicious code not introduced by Alpitronic.
 - damages caused by vandalism.

- force majeure (in particular storm damage, lightning, fire, thunderstorm, flood, black-out, collision, etc.).

7.4. Services out-of-scope are based on the hourly rates set forth in Exhibit A. The payment for such services shall become due in accordance with the payment terms pursuant to clause 12.

8. PRECONDITIONS

The initiation of Services under a Service Pack is subject to the following conditions:

8.1. Serviceability of the Product(s)

Alpitronic has the right to check the serviceability of a Product before initiating the Services, and, if necessary, establish such serviceability with the Customer and at the latter's expense. A serviceability check will be performed only for Product(s) already under operation before the Service was initiated by Alpitronic or Subcontractor (see clauses 11.2 and 11.3). The serviceability check includes the verification and assessment of the following circumstances:

8.1.1. Correct installation and commissioning of the Product(s)

The installation and commissioning of the Product(s) must have been performed in strict compliance with the Documentation and by technicians duly trained and certified by Alpitronic. The correct installation and commissioning of the Product(s) must be proven by submission of the commissioning protocol.

8.1.2. Preventive Maintenance

If Preventive Maintenance was not carried out by Alpitronic, such tasks shall have been carried out in accordance with the Documentation by technicians duly trained and certified by Alpitronic.

8.1.3. Remote access to Product(s)

If Customer does not grant access on the Product(s) to Alpitronic through its own SIM-card, some of the Services cannot be performed and therefore Alpitronic may be entitled to refuse certain Services or provide such Services only against additional payment.

8.2. Regular and continuous grid connection of the Product(s).

Except in case of a Defect and in the event of maintenance interventions, the Product shall be kept regularly connected to the grid for continuous operational readiness, i.e. shall not be switched off continuously and without any operational reason in order to avoid damages on the Product(s) and to ensure constant ventilation by the Product's internal ventilation system.

9. RELOCATION OF PRODUCT(S)

9.1. If a Product covered by a Service Pack is relocated, the respective location must be within the same country from which the Service Pack was originally purchased from Alpitronic, otherwise a Service Pack will terminate automatically and no Services must be provided by Alpitronic, unless otherwise agreed in writing between Alpitronic and the Customer on a

case-by-case basis. Alpitronic must be informed in writing regarding the relocation of Product(s).

- 9.2. Service provision shall be interrupted during the relocation and will restart within 14 days after relocation is completed and duly communicated to Alpitronic. The prices for certain Service Packs may differ due to relocation (i.e. relocation to an island).

10. SERVICE PACKS

- 10.1. There are eight different Service Packs available, divided into the major groups “Remote Service Packs” and “On-site Service Packs”.
- 10.2. All Service Packs available cover the following Services: Proactive Monitoring, Preventive Maintenance and Corrective Maintenance. Furthermore, a Service Part management is provided.

	Remote Service Packs				On-Site Service Packs			
Service Pack	REM Bronze	REM Silver	REM Gold	REM Platinum	ONSITE BRONZE	ONSITE SILVER	ONSITE GOLD	ONSITE PLATINUM
Service Hours	9*5	13*6	13*6	24*7	9*5	13*6	13*6	24*7

- 10.3. The Service Packs differ in terms of the provided Service Levels, i.e. of Intervention Time and Service Times.
- 10.4. Furthermore, the Service Level differs in relation to the Severity of the Defect communicated.

11. PURCHASE OF SERVICE PACKS

- 11.1. Service Packs for one or more Product(s) may be purchased contemporarily with the Product or afterwards at a later stage.
- 11.2. In the event a Service Pack is selected contemporarily with a Purchase Order of the Product(s), the Services according to the selected Service Pack will be initiated upon mutual agreement, at earliest after having received the commissioning protocol of the relevant Product. In such a case, the serviceability of the Product pursuant to clause 8.1 is not applicable.
- 11.3. In the event a Service Pack is selected after commissioning of a Product, Customer shall place a specific purchase order with indication of the selected Service Pack and the serial number of the Product concerned. The Services under a Service Pack shall commence upon mutual agreement between the Parties after that Alpitronic has assessed the serviceability of the Product(s) concerned subject to clause 8.1.

12. FEES

- 12.1. The fees for each Service Pack are set out in Exhibit A, separated for Remote Service Pack, On-Site Service Packs with and On-Site Service Packs without Preventive

Maintenance. Furthermore, the fee differs whether a Product is within or outside the Warranty Period.

12.2. All invoices are issued and payable in Euro. The fees stated herein are per Product and per year.

12.3. The fees for the Service Packs are invoiced upfront on a quarterly basis. Payments are due 30 days net after submission of the related invoice.

12.4. The fees for Service Packs may not be adjusted more than once a year according to the following principle:

The initial base month shall be the month of concluding a Service Pack. If at any anniversary of the base month after the signing date the Eurozone Labour Cost Index European Union – 27 countries (as published by Eurostat) increases by more than +2.5% or decreases less than -2.5% relative to the index as valid for the base month, either Party may demand an adjustment to the Service fee equivalent to the increase or decrease in the Eurozone Labour Cost Index Index European Union – 27 countries. The new base month shall be the month in which the price adjustment occurred.

13. REMOTE SERVICE PACKS

All Remote Service Packs provide different Services to be performed remotely by Alpitronic within a predefined Intervention Times according to the selected Service Pack and the Severity of the Defect. Remote Services include the following Services:

13.1. Remote Resolution of Defects

Alpitronic will access the Product remotely and perform a root cause diagnosis of the Defect. Alpitronic will assess the possibility of ensuring the operational readiness of a faulty Product (e.g. via bug fixing, updating software, giving indications to the Customer).

13.2. Proactive Monitoring

Proactive Monitoring includes the following Services.

- i. Ongoing monitoring of the state of the Product by remote access to the Product.
- ii. Early identification of potential Product problems by remote monitoring and data analysis, and, if necessary, performance of preventive maintenance activities (see clause 14.2).

13.3. Software Maintenance

Includes the review of software and firmware versions and remote installation of software patches and updates.

13.4. Priority for Remote Services

Since Remote Services are the fastest and most efficient way to verify and repair a reported defect of a Product, Alpitronic will use Remote Services as the first option in order to assess and fix an issue. In case the issue cannot be resolved remotely, on-site intervention by a Alpitronic service technician will be initiated.

14. ON-SITE SERVICE PACKS

All On-site Service Packs provide On-Site Services on the Product(s) at their place of installation to be performed by Alpitronic or its Subcontractors.

14.1. Corrective Maintenance

In case of Defect(s) at the hardware, the operational readiness shall be restored by replacing or repairing the defective component(s) at the place of installation of the Product.

14.2. Preventive Maintenance

14.2.1. Alpitronic performs Preventive Maintenance tasks that are determined in the Installation Manual, unless Customer performs such tasks by its own.

14.2.2. If Customer opts for providing itself Preventive Maintenance, the respective lower fee for On-Site Service Packs pursuant to Exhibit A applies. Preventive Maintenance Services has to be performed by technicians duly trained and authorized by Alpitronic pursuant to Section IX.

14.3. Prerequisite

Prerequisite for the conclusion of an On-Site Service Pack is that the Customer selects a Remote Service Pack with an equal or higher Service Level. Possible combinations of Service Packs are:

	Bronze On-site	Silver On-site	Gold On-site	Platinum On-site
Bronze Remote	YES	-	-	-
Silver Remote	YES	YES	-	-
Gold Remote	YES	YES	YES	
Platinum Remote	YES	YES	YES	YES

14.4. Service Parts delivery

If for remedying a Defect a Service Parts has to be replaced, Alpitronic shall procure the necessary Service Part and ship it to the place of installation of the Product, i.e. shipment of Service Parts are included in the Service Pack fee. The costs for Service Parts must be borne by Customer, unless the Product respectively the Defect is covered by Warranty.

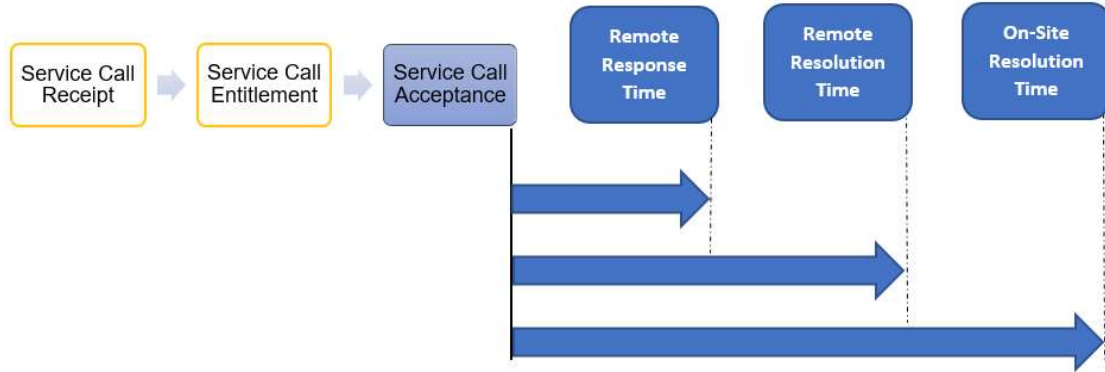
V. SERVICE CALL PROCEDURE AND TIME MEASUREMENT

15. SERVICE CALL EQUAL TO WARRANTY CLAIM

If a Product is covered by Warranty, and a Service Call is related for remedy of a Defect within the scope of Warranty, such Service Call is considered contemporarily as a Warranty Claim. The Warranty Coverage Assessment is regulated in the Standard Warranty Terms, whereas the procedure for processing Service Calls (including Warranty Claims for Product(s) covered by a Service Pack) is set out below.

16. TIME MEASUREMENT

16.1. The Intervention Times for the agreed Service Levels according to the selected Service Pack are measured as follows:



16.2. Time Measurement starts with the Service Call Acceptance pursuant to clause 16.5. Time Measurement is interrupted (i.e. not counted) outside the Service Time indicated in the selected Service Pack.

16.3. Service Call

A Service Call is a request by the Customer to Alpitronic to perform Services in accordance with the selected Service Pack. When Customer makes a Service Call to Alpitronic, it shall provide the following information in written or oral form to Alpitronic's contacts stated in clause 3 or, after availability, using the specifically provided online service tool:

- i. Customer's name and address
- ii. type of Product(s) / model
- iii. serial number of the Product(s)
- iv. exact location of the Product(s)
- v. detailed Service request and Defect description
- vi. Customer's contact details (contact person, email address, telephone number).

16.4. Service Call Entitlement

16.4.1. If all information has been provided Alpitronic pursuant to clause 16.3, Alpitronic issues immediately after the receipt of a Service Call the respective Service Call Acceptance pursuant to clause 16.5.

16.4.2. If information pursuant to clause 16.3 is incomplete, Alpitronic reviews and assesses without undue delay the missing information informs the Customer on missing data in order to issue the Service Call Acceptance.

16.5. Service Call Acceptance

If all information has been provided, Alpitronic accepts immediately the Service Call by issuing to Customer a reference number with a time stamp and the Services in accordance with the selected Service Pack with the agreed Intervention Times are initiated. From this moment time measurement for assessing the compliance of the agreed KPIs and related service credits starts.

VI. SECTION –KEY PERFORMANCE INDICATORS AND SERVICE CREDITS

17. GENERAL

17.1. Alpitronic provides different Service Levels according to the Service Pack chosen. The performance of such Service Levels is measured through two KPIs: (i) Resolution Time performance (KPI 1) and (ii) Uptime of the Product (KPI 2).

17.2. Alpitronic will provide monthly reports on these KPIs, which enables a joint analysis with the Customer and the systematic implementation of improvement measures, if required.

18. KPI1 – RESOLUTION TIME PERFORMANCE

18.1. **Scope**

18.1.1. The KPI “Remote Resolution Time” measures the Alpitronic’s ability to solve Service Requests within the applicable Service Level.

18.1.2. The KPI performance ratio constitutes the percentage of duly fulfilled Service Requests subject to the provisions and conditions set forth below.

18.1.3. Alpitronic guarantees the performance ratio for Remote and/or On-Site Resolution Time, associated for each Service Pack applicable to each Product, as set forth in the table below.

Service Pack	REM AND/OR ONSITE Bronze	REM AND/OR ONSITE Silver	REM AND/OR ONSITE Gold	REM AND/OR ONSITE Platinum
Resolution Time Performance ratio	≥97%	≥97%	≥97%	≥97%

18.1.4. The KPI is calculated separately:

- i. for those Products that belong to one single Customer, and
- ii. which are situated within one country, and
- iii. separately for each type of Service Pack (Bronze, Silver, Gold and Platinum) across all Products within the given country.

18.2. **Calculation of KPI 1**

18.1. Within the scope of application, the KPI will be calculated as follows:

- i. number of all Service Requests fulfilled within one (1) calendar month in accordance with the respective Service Level ("Service Requests Fulfilled" – "SRF").
- ii. number of all Service Requests in a calendar month that were not fulfilled within the applicable Service Level due to Alpitronic’s fault ("Service Level Default" – "SLD"). Service requests submitted in a month, but for which the Resolution Time falls within the following month but are not fulfilled in accordance with the Service Level, will be counted for calculation purposes in the following month in which the resolution should have been provided.

- iii. number of all Service Requests that were not fulfilled within the applicable Service Level in the respective calendar month, but without Alpitronic's fault ("Permitted Service Level Default" – "PSLD"). Such circumstances include force majeure; lack of or insufficient network connectivity of the Product; power grid conditions not meeting the specifications or operating parameters of the Product; scheduled Preventive Maintenance. In such cases, the time measurement for the resolution of the Defect will be suspended until full resolution of the issue.
- iv. total number of Service Requests established in the respective calendar month ("Total Number Service Requests" – "TNSA"). Service Requests for which Defect resolution according to the applicable Service Level falls within the following month is calculated for the purpose of calculating of the performance indicator in the corresponding following month.

18.3. The formula for calculation of the Remote Resolution Time performance ratio is:

$$KPI\ 1 = \frac{SLF + SLD - PSLD}{TNSR} * 100$$

Example for Remote Resolution Time performance in one calendar month:

SLF = 100

SLD = 15

PSLD = 2

TNSR = 117

$$KPI\ 1 = \frac{100 + 15 - 2}{117} * 100 = 96,58\%$$

18.4. In the event the Resolution Time performance falls below the agreed performance ratio of all reported cases in one country, for reasons attributable to Alpitronic, both Parties will mutually agree how to resolve such issue. Alpitronic will provide a proposal for a rectification plan.

19. KPI2 – UPTIME

19.1. **Scope**

19.1.1. Uptime indicates the technical availability of the Product(s), *i.e.* it operates without any technical limitations and has a faultless interactive connection with all relevant back-end system(s).

19.1.2. Alpitronic guarantees an overall Uptime ratio as set forth below in connection with the purchase of a Service Pack.

Service Pack	REM AND ONSITE Bronze	REM AND ONSITE Silver	REM AND ONSITE Gold	REM AND ONSITE Platinum
Uptime warranty	≥97%	≥97,5%	≥98%	≥98,5%

19.2. Calculation

19.3. The Uptime ratio is calculated separately:

- i. for those Products that belong to one single Customer, and
- ii. which are situated within one country, and
- iii. separately for each type of Service Pack (Bronze, Silver, Gold and Platinum) across all Products within the given country separately per country of installation.
- iv. on a monthly basis.

19.4. Not encompassed in the calculation of Uptime are circumstances of Force Majeure, lack of or insufficient network connectivity of the Product, malfunctions in third party Apps or Customer's back-office system and Applications, loss of power at the connection point of the charging infrastructure, power grid conditions not meeting the specifications or operating parameters of the Product and planned maintenance activities ("Permitted Downtime").

19.5. The Uptime is calculated as follows:

$$KPI\ 2 = \left(\frac{THA}{TH - PD} \right) * 100$$

Whereas

THA = Recorded total hours of availability of Products in the respective month in one country divided by each Service Pack coverage

PD = Permitted Downtime

TH = Total hours of potential availability in the respective month (30 days).

As an example: Products covered by Service Pack "Silver":

TA = 69500h; PD = 20h; TH = 72000h

then

$$KPI\ 2 = \left(\frac{69500}{72000-20} \right) * 100 = 96,6\%$$

20. SERVICE CREDITS FOR NOT MEETING KPI 2 - UPTIME

20.1. Where the aforementioned KPI2 is not met, Alpitronic shall:

- i. mutually agree with Customer without undue delay how to resolve such issue and propose a rectification plan.
- ii. issue to Customer service credits, i.e. a set-off against the amounts due for the selected Service Pack.

20.2. Service credits and the express remedies set out in this Agreement are the sole remedy for the Customer in relation to any delay or failure relating to the Services.

20.3. The service credit is calculated on the aggregate monthly maintenance fee for all Products in the respective country in relation to the fee for the selected Service Pack.

Service Pack	KPI percentage	Service credit
Bronze Remote & On-Site	≥97%	No service credit due
	≥95% x < 97,5%	2,5%
	< 90% x < 95%	5%
	≤ 90%	10%
Silver Remote & On-Site	≥97,5%	No service credit due
	≥95% x < 97,5%	2,5%
	< 90% x < 95%	5%
	≤ 90%	10%
Gold Remote & On-Site	≥98%	No service credit due
	≥95% x < 98%	2,5%
	< 90% x < 95%	5%
	≤ 90%	10%
Platinum Remote & On-Site	≥98%	No service credit due
	≥95% x < 98%	2,5%
	< 90% x < 95%	5%
	≤ 90%	10%

20.4. Service credit calculation

20.4.1. The service credit for KPI2 non-performance is calculated according to the below formula:

$$SC = \frac{\text{Annual Maintenance Fee per Product with Service Pack} \times \text{Products with Service Packs in the respective country}}{12} \times \text{Service credit in \%}$$

As an example, assuming Product with Gold Remote and Onsite Service Pack

Annual Fee	1.500,00 €
Total no. of Product with Service Packs in respective country:	500 units
KPI actual 95,75%	2,5% service credit

then

$$\text{Service credit} = (1.500,00 \text{ €} \times 500 \text{ units} / 12) \times 2,5\% = \text{€ } 1.562,50$$

This service credit for the respective month shall be deducted from the maintenance fee due.

VII. SECTION – WARRANTY

21. SPARE PARTS WARRANTY

21.1. Scope

The Supplier warrants that all Spare Parts are new or as good as new and suitable for the intended purpose. The Supplier may use alternative Spare Parts with functionality equivalent to the original Spare Parts. It is the Supplier's exclusive discretion which type of Spare Parts will be provided by the Supplier to remedy any Defect.

21.2. Spare Parts Warranty Period

21.2.1. The Spare Parts are covered by warranty during the entire Product Warranty Period provided that the Defect falls within the Product Warranty. In cases where (ii) the Product Warranty expires prior to the installation of the Spare Part, the Spare Parts Warranty Period for that Spare Part is six (6) months from the date of installation.

21.3. In the event a Spare Part is used for remedying Defects not covered by the Product Warranty, the Spare Parts Warranty Period is twelve (12) months starting:

- i. either on the date of replacement of the Spare Parts, if the replacement is carried out by Alpitronic field service engineers and Alpitronic service partners; or
- ii. on the date of delivery of the Spare Part according to the delivery date stated in the delivery note, if the replacement of the Spare Part(s) is carried out by other than Alpitronic field service engineers and Alpitronic service partners.

21.4. Spare Parts Warranty exclusions and limitations

21.4.1. The following circumstances are not covered by Spare Parts Warranty:

- i. Normal wear and tear: Damage or deterioration resulting from normal wear and tear during the intended use of the Spare Parts.
- ii. Improper use: Any defects arising from improper installation, handling, operation, accidents, misuse, neglect, beyond specification or in violation of the provided Documentation or the good industry practices.
- iii. Unauthorized modifications: Damage resulting from modifications or repairs made to the Spare Parts by individuals or entities not certified by the Supplier.
- iv. Environmental factors such as, but not limited to, exposure to moisture, heat, chemicals, or other hazardous substances.
- v. Failure to perform Preventative Maintenance: Damage resulting from the failure to perform Preventative Maintenance in accordance with these Standard Warranty Terms.
- vi. Consumables: Items classified as consumables in the Spare Parts list, such as filters or cooling liquid, which are subject to regular replacement and do not fall under Spare Parts Warranty.

22. SERVICE WARRANTY

22.1. Scope of Service Warranty

22.1.1. Supplier warrants that the Services rendered shall meet the good industry standards of quality and performance as well as meet the applicable Service Level.

22.1.2. All Services shall be rendered in a good and workmanlike manner, utilizing qualified and properly trained personnel.

22.2. Service Warranty Period

- 22.2.1. Supplier warrants that the Services rendered shall be free from any defects for a period of six (6) months from the date of resolution of such Defect (“Services Warranty Period”).
- 22.2.2. During the Services Warranty Period, Supplier shall provide, free of charge, any appropriate measures and/or actions necessary to remedy Defects, including repair or replacement of components of the Product.

VIII. SECTION – CATEGORIES OF SPARE PARTS

23. REPAIR SPARE PARTS

- 23.1. Repair Spare Parts are used for standard repair or replacement of the Product.
- 23.2. Repair Spare Parts are marked with “R” in the Service Parts’ list of the Product.
- 23.3. **Calibration-Relevant Spare Parts**
 - 23.3.1. Calibration-relevant Spare Parts are Spare Parts affecting the calibration of the Product according to the applicable calibration law (displays, cables, meters) These Spare Parts must be sealed with a manufacturer seal and a maintenance seal after repair or exchange (in Germany: *Instandsetzung*) according to the relevant calibration law in force at the place of installation.
 - 23.3.2. Calibration-relevant Spare Parts are marked with “Cal-R” in the Service Parts’ list of the Product.
- 23.4. **Returnable Spare Parts**

Any Spare Part not marked as “non-returnable” according to the next sub-clause shall be returned to Alpitronic based on instructions provided.
- 23.5. **Non-returnable Spare Parts**

Spare Parts classified as non-returnable shall be disposed / recycled on-site on behalf of Customer, unless an On-Site Service Pack was purchased. Non-returnable Spare Parts can be filters or cooling liquid, parts with mechanical damage upon consultation with Alpitronic.

IX. SECTION – TRAINING

24. MANDATORY REQUIREMENT FOR INSTALLATION AND PREVENTIVE MAINTENANCE

- 24.1. All third parties, i.e. their personnel that provide installation and/or Preventive Maintenance on the Product, shall be certified by Alpitronic. The certification will be issued by Alpitronic after having successfully passed the training provided by Alpitronic.
- 24.2. Unless otherwise agreed, the terms and conditions for training and certification are set out on the webpage <https://training.hypercharger.it/>.
- 24.3. All interventions on the Product(s) performed by persons not in possession of a valid certificate may lead to loss or limitation of Warranty or liability in case of damages on the Product(s) or goods belonging to third parties or injuries to third parties.

X. SECTION – MISCELLANEOUS

25. CUSTOMER’S RESPONSIBILITIES – DUTY TO COLLABORATE

25.1. In order to avoid the risk of charges for issues not covered by this Service Level Agreement, Customer shall collaborate with Alpitronic as follows:

- Provide true, accurate, and complete information when filing a claim.
- Provide an environment that meets Alpitronic’s requirements, including protecting Products from corrosion, contamination, and spills.
- Allow Alpitronic to remotely monitor and diagnose of installed Alpitronic Products.
- Use Alpitronic remote support solutions where applicable. Alpitronic strongly encourages Customer to use available support technologies provided by Alpitronic. If Customer chooses not to deploy available remote support capabilities, it may incur additional costs due to increased support resource requirements.
- Cooperate with Alpitronic in attempting to resolve the problem using online chat, email, or telephone or service tool.
- Ensure unhindered access to the faulty Product to Alpitronic field service technician or Alpitronic service partners if On-Site Service is required (e.g. access to Customer’s premises, availability of necessary keys if Customer uses own lock cylinders). Alpitronic will invoice Customer for delays or additional waiting time caused by Customer’s failure to ensure unhindered access to a faulty Product.
- Announce any kind of changes to the information given in the commissioning protocol like location, lock cylinders, etc. with immediate effect after the changes occur. Alpitronic will invoice Customer for additional costs caused to non-information.
- Ensure availability of personnel to power off the transformer power if required. Required efforts will be borne by Customer.

25.2. The Buyer and/or its end customers must take all technical and organizational precautions to interrupt the external power supply to the Product(s) (e.g. activate the emergency stop switch at gas stations or disconnection of external power supply directly at the main connection point) in the event of an immediate danger to persons or property deriving from the Product (e.g., but not limited to, fire, external impacts on the Product, weather events.). In the event of danger, the immediate surroundings of the Product(s) must be protected in such a way that no person, animal nor good can come into contact with the Product(s).

26. EXPORT LICENCE

26.1. The export or re-export of Products or Service Parts, including the immaterial transfer of goods and know-how as well as technical support and the transfer of any technical support documentation in conjunction with this Agreement may be subject to approval obligations, e.g. by reason of type or intended purpose.

- 26.2. If Products or Spare Parts or other goods under this agreement are intended for export, the Customer itself shall be obliged to observe the corresponding export control regulations and to obtain the required licenses. If requested, the Parties shall agree to provide the information required to acquire the license.
- 26.3. Exports, imports, re-exports as well as re-imports and the provision of Services / Service Parts in conjunction with this Agreement may not take place if there is any reason to assume that the provision of a Product or Service Part or use of a Product or Service Part will be in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons. The Parties to the agreement shall comply with the latest versions of the corresponding sanction lists of the European Union, United Kingdom, Germany, Japan, USA (e.g. European Sanctions List, Denied Persons List), as well as any comparable, applicable regulations of other countries and other warnings or restrictions on deliveries/prohibitions from the appropriate authorities and shall act accordingly.
- 26.4. The fulfilment of the Agreement shall be under the proviso that fulfilment is not being restricted by any national or international regulations, particularly export control regulations and embargoes or any other restrictions. Delays caused by unforeseeable export checks or licensing procedures shall override any lead times or deadlines stipulated. If any required licences for certain items cannot be obtained, the Agreement shall be considered as not concluded regarding the items in question; claims for damages resulting thereof shall be excluded.
- 26.5. A breach of the provisions of this Clause shall be considered as a material breach of this Agreement and entitle Alpitronic to terminate the Agreement for cause.

27. TRADE SANCTIONS AGAINST RUSSIA AND BELARUS

- 27.1. The Customer shall not sell, export or re-export, directly or indirectly, to
- i. Belarus or for use in Belarus of any Product, Spare Part, or other good supplied under or in connection with these Standard Warranty Terms that fall under the scope of Article 8g of Council Regulation (EU) No 765/2006.
 - ii. the Russian Federation or for use in the Russian Federation any Product, Spare Part, or other good supplied under or in connection with these Standard Warranty Terms that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- 27.2. Supplier makes the Customer aware that the Product itself and the Spare Parts fall within the scope of the aforementioned Council Regulations.
- 27.3. The Customer shall undertake its best efforts to ensure that the purpose of clause 27.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers or subcontractors.

- 27.4. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers and subcontractors, that would frustrate the purpose of clause 27.1.
- 27.5. Any violation of clauses 27.1, 27.3 and 27.4 shall constitute a material breach of an essential element of these Standard Warranty Terms, and the Supplier shall be entitled to seek appropriate remedies, including, but not limited to:
- i. termination of these Standard Warranty Terms; and
 - ii. seeking a penalty of 100% of the total price of the Product, Spare Part, or other good exported under these Standard Warranty Terms.
- 27.6. Any information gained by Supplier on a potential violation of this clause will be reported immediately by Supplier to the competent authorities.
- 27.7. The Customer shall immediately inform the Supplier about any problems in clauses 27.1, 27.3 and 27.4, including any relevant activities by third parties that could frustrate the purpose of clause 27.1. The Customer shall make available to Supplier information concerning compliance with the obligations under clauses 27.1, 27.3 and 27.4 within one week of the simple request of such information.

XI. SECTION – TERM AND TERMINATION

28. ENTRY INTO FORCE AND TERM

28.1. Service Level Agreement

28.1.1. This Service Level Agreement enters into force on the date of signature by both Parties and shall remain in full force and effect for 5 (five) years. It shall be renewed automatically at expiration for another year, unless either Customer or Alpitronic notifies the other in advance accordingly in writing. If during the term of validity Customer should purchase additional Service Packs or switch from one Service Pack to another, the term of such Service Packs will be linked to the term of the Agreement, unless otherwise agreed between the Parties in writing.

28.1.2. Any agreed Service Level Agreement or Service Pack shall survive the termination of a Frame Purchase Agreement concluded between the Parties.

28.2. Service Pack

A Service Pack enters into force upon mutual agreement between the Parties. The effective date is indicated in the order confirmation of the respective Service Pack. The term of each Service Pack is 1 (one) year from its effective date and is renewed automatically for 1 (one) further year unless terminated earlier pursuant to clause 29.2.

29. TERMINATION FOR CONVENIENCE AND TERMINATION FOR CAUSE

- 29.1. Both Parties may terminate the Agreement (including all Service Packs) for convenience by giving at least six (6) months' prior written notice to the end of a calendar month. The Services must be performed until the effective date of termination.
- 29.2. Customer may terminate a single Service Pack giving at least three (3) months' prior written notice to the end of a calendar month.
- 29.3. Customer may immediately terminate this Agreement or a single Service Pack if there is a delay in delivery which is due to gross negligence on the part of Alpitronic and a reasonable additional time period set by the Customer for performance has expired without result. The termination notice shall be given by the Customer to Alpitronic by registered letter.
- 29.4. Irrespective of other rights, Alpitronic is entitled to terminate this Agreement immediately:
- i. where doubts have arisen as to the Customer's solvency.
 - ii. the Customer fails to pay due invoices, advance payment or to provide satisfactory guarantees at Alpitronic's request before performance of the agreed Services.
- 29.5. If insolvency proceedings are opened over the assets of the Customer or an application for the opening of insolvency proceedings is rejected due to insufficient assets, Alpitronic is entitled to terminate the Agreement and all related Service Packs without setting an additional time period.

XII. SECTION - DISPUTE RESOLUTION AND GOVERNING LAW

30. EXPERT REPORT

The Parties agree that any decision on purely technical matters shall be taken by an expert appointed by the Court of Arbitration of the Chamber of Commerce of Bolzano, according to the rules of the expert procedure, and shall be binding on the Parties.

31. ARBITRATION

Without prejudice to the provisions of clause 30, any dispute arising between the Parties concerning the interpretation, application and/or execution of the present Agreement shall be referred to the Court of Arbitration itself, in accordance with the Arbitration Rules of the Court of Arbitration of the Chamber of Commerce, Industry, Crafts and Agriculture of Bolzano. The decision is final and shall be taken by an arbitration panel of three arbitrators in accordance with the Arbitration Rules of the said Court. The language of proceedings shall be the English language. For the appointment of the arbitration panel, the Parties expressly refer to Clause 15 and seq. of the mentioned rules.

32. LAW APPLICABLE

The Agreement shall be governed by Italian law, taking into account the United Nations Convention on Contracts for the International Sale of Goods (CISG).

33. Restrictive Clauses

Both Parties confirm to have duly and freely examined the present Agreement and had the opportunity to deal and negotiate any Clause and Exhibits contained herein. Therefore Articles 1341 and 1342 of the Italian Civil Code do not apply.

34. EXHIBIT

The following Exhibit is an integral part of these Agreement.

- A. Service Pack options and related Fees / hourly rates for out of scope interventions
- B. Spare Parts list and prices

EXHIBIT A - SERVICE PACK OPTIONS AND FEES

EXHIBIT B – SERVICE PARTS LIST AND PRICES