

Terms and Conditions of Operations and Maintenance Services

Enel X Way USA, LLC (“EXW”) offers Operations and Maintenance (“O&M”) services for electric vehicle charging stations purchased by the customer identified below (“Customer”) from EXW or an authorized EXW reseller (each an “EV Charging Station”).

- 1. PLAN OFFERED.** Customers can select the O&M support plan (“Plan”) listed below to supplement the Standard Hardware Warranty provided with the EV Charging Station that is purchased by the Customer at the time the EV Charging Station is purchased.

Plan:

- a. O&M Plan

- 2. WHAT IS COVERED.**

Operations & Maintenance Plan:

Note – The following is only applicable if Customer ‘opts-in’ and pays for the O&M Plan (at time of equipment purchase. The O&M Plan is not available as an add-on service after original purchase of EVSE.) Customer is responsible for any other costs not expressly ascribed to EXW hereunder. Repair, modification or replacement of parts during the Standard Hardware Warranty period will not extend the Standard Hardware Warranty period of the EV Charging Station.

- a. Support Response Coverage
 - a. Level 1: Provide customer service via telephone, chat, or e-mail twenty-four (24) hours a day, seven (7) days a week.
 - b. Level 2: Provide technical support from 5:00 AM PST to 5:00 PM PST
 - c. Level 3: Scheduled maintenance, engineering, quality, manufacturing as necessary – 8:00 AM – 5:00 PM PST
- b. For DCFC charging units installed by EXW, EXW shall provide all parts (including replacements of units) at EXW’s cost, and provide on-site labor if necessary at EXW’s cost, to correct defects in the materials or workmanship of EV Charging Station

- purchased from and installed by EXW or purchased from an authorized EXW reseller and installed by EXW. EXW is not responsible for defects in workmanship for all EVSE installed by a third party other than EXW.
- c. For Level 2 charging units, EXW shall provide replacement units, at EXW's cost, and provide on-site labor, if necessary, at EXW's cost, to correct defects in the materials or workmanship of EV Charging Station purchased from and installed by EXW or purchased from an authorized EXW reseller and installed by EXW. Replacement parts or part replacement are not provided or utilized on Level 2 charging units. EXW is not responsible for defects in workmanship for all EV Charging Stations installed by a third party other than EXW.
 - d. Provide remote monitoring of EV Charging Stations when troubleshooting and, as needed and upon request, provide real-time access to the same monitoring system via EXW software.
 - e. Determine cause(s) of any issues for any EV Charging Station that may be defective. A defective EV Charging Station is a station that is 'not working' - i.e., not providing a charge.
 - f. Coordinate all repairs or replacements of units necessary to have EV Charging Station(s) operational. Typical repair time is 48 -72 hours from when issue is first identified and onsite repair or replacement is determined necessary, but actual times may vary and are not guaranteed. Actual work may be performed by EXW or one of its authorized partners ("Authorized Partners"). EXW Authorized Partners are organizations that have gone through EXW's preferred equipment OEM training programs.
 - g. EXW will remotely troubleshoot and attempt to remedy defects in the materials or workmanship identified at its own expense and by whatever means EXW deems appropriate, as the first steps in the repair process. The EV Charging Stations must be purchased from EXW or an authorized reseller or distributor and installed by EXW for coverage to apply. Under this warranty, EXW reserves the right to supply new or reconditioned equipment to Customer, repair the EV Charging Station, and/or repair at the point of installation.
 - h. Provide Customer a response within 24-48 hours from the date EXW becomes aware of an issue and determines the appropriate remedy. Response time may vary and is not guaranteed.
 - i. If and when available, EXW shall provide free software and firmware upgrades to Customers during the applicable warranty term, subject to the terms set forth herein.
 - j. EXW will use commercially reasonable efforts to ensure an annual station uptime of 97%; provided that EXW will not be responsible for downtime caused by Force Majeure Events (as defined below) or by third parties outside of its reasonable control.
 - a. For the avoidance of doubt, uptime excludes downtime events caused by

power outages or telecommunication outages.

- k. All SLAs are voided in the event Customer or Customer site location restricts EXW access to service or replace EV Charging Station.
- l. If the Customer requires additional EXW onsite maintenance, the Customer will be billed for standard time and materials at the hourly rate of \$165 per hour.
- m. If the Customer requires repairs due to improper installation/modification of any EV Charging Station covered under an O&M Plan, the Customer will be billed for standard time and materials at the hourly rate of \$165 per hour.

3. WHAT IS NOT COVERED. The O&M Plan and EXW's obligations with respect to any warranty shall be voided if the EV Charging Station has been serviced, opened or modified by any person other than EXW or its Authorized Partners. EXW is not responsible for defects or damage caused by abuse, negligence, mishandling, vandalism, misuse, or any other use not in accordance with the applicable EV Charging Station description and instructions. Further, EXW is not responsible for repairing, replacing, monitoring or servicing anything other than the EV Charging Stations (e.g., EXW will not repay any physical mounting and electrical wiring of Customer EV Charging Stations or any parts or equipment not provided by EXW), for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with Customer EV Charging Stations, or for any defect, damage, losses, or fault caused by reasons listed in Section 5. EXW is not responsible for and accepts no liability for third party products.

4. CUSTOMER RESPONSIBILITIES. In order to perform its obligations under the Plan, EXW needs Customer's cooperation. Therefore, Customer agrees to:

- a. Provide reasonable access to EXW or its Authorized Partners as necessary for the performance of EXW's obligations under these Terms.
- b. Customer is responsible for acquiring EXW software to allow and enable EXW to remotely access the EV Charging Stations. Remote access does not impact or interfere with other EXW software users or administrators and their ability to report, control, etc. the EV Charging Stations.
- c. Maintain Customer's premises in accordance with all applicable laws, rules and regulations.
- d. Keep the areas in which EV Charging Stations are located in a clean, safe and orderly condition, in accordance with any local code requirements, and to at least the same standard as Customer customarily uses to maintain the remainder of Customer's premises.
- e. Promptly notify EXW of any suspected defect in an EV Charging Station under warranty.

5. EXCLUSIONS FROM STATED COVERAGE. EXW's obligations under either the Standard Hardware Warranty (or any applicable Extended Warranty Plan), or the O&M Plan shall not apply with respect

to any of the following:

- a. Cosmetic damage such as scratches and dents.
- b. Damage or defects resulting from normal wear and tear.
- c. Normal aging such as discoloration and normal corrosion such as rust – normal aging may vary based on use, climate, location and other factors.
- d. Defects or damage resulting from abuse, negligence, mishandling or misuse or vandalism, theft, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle) and other similar third-party actions.
- e. Defects or damage resulting from use of the Charging Station for any purpose not in accordance with the applicable EV Charging Station description and instructions. For example, use of a residential EV Charging Station in a commercial setting will void any and all EXW warranties. Commercial chargers may be used in commercial, not residential, fleet use cases and applications.
- f. Defects or damage resulting from installation, alteration, maintenance, modification or relocation of the EV Charging Station that was not performed by EXW or an Authorized Partner. To the extent that work must be performed as a result of a third-party install, Enel X Way reserves the right to decline further performance on the EV Charging Station and the customer will be charged a site visit fee at \$500. In the event that Enel X Way performs services on an EV Charging Station that has been installed or touched by a third party, customer will be charged at an hourly rate of \$165 per hour. Enel X Way is not responsible for the performance or non-performance of an EV Charging Station that has been installed, modified, altered, maintained, or relocated by a third party.
- g. Defects or damage resulting from use of the EV Charging Station with software, parts or supplies not provided by EXW or an Authorized Partner.
- h. Defects or damage resulting from extreme power surges, extreme electromagnetic fields, any extreme weather events, wind or water damage, fire or any similar events, or any other Force Majeure Event.
- i. Defects or damage resulting from unsuitable storage conditions.

6. EXW CUSTOMER SERVICE INFORMATION. If at any time during the term of Plan coverage Customer believes it has a defective EV Charging Station, please immediately contact Customer Service at +1-844-584-2329 or commercialsupport@evcharging.enelx.com.

The Customer shall provide the following mandatory information:

1. Product Model
2. Product proof of purchase
3. Product serial number
4. Description of the Problem, and where applicable, the error message

5. Customer's name, phone number, and email of the contact person
6. Installation site address.

Failure to provide this information, or providing inaccurate or incomplete mandatory information, may lead to longer response times and Enel X Way reserves the right to respond to such a request only once all required information has been submitted.

7. TERM.

The O&M Plan must be purchased at the time of EV Charging Station purchase and cannot be added after the EV Charging Station is commissioned.

Any O&M Plan that is purchased by Customer will begin from the day the EV Charging Station is shipped to Customer.

Please contact your EXW sales representative or authorized EXW reseller for more details.

8. REPLACEMENT PARTS AND STATIONS. Replacement parts or EV Charging Stations provided by EXW and its Authorized Partners may be remanufactured or reconditioned parts or EV Charging Stations or, if the exact EV Charging Station is no longer manufactured by EXW, an EV Charging Station with substantially similar functionality. Any replacement parts or Charging Stations so furnished will be covered by EXW for the remainder of Customer's Plan term or ninety (90) days from the date of EXW or its Authorized Partner's installation of such replacement parts or EV Charging Stations, whichever is later.

9. ENEL CODE OF ETHICS. EXW and its affiliates rely on the principles outlined in the Enel Code of Ethics and Enel Zero Tolerance of Corruption (each available at: <https://www.enel.com/investors/sustainability/sustainability-topics-and-performances/principles-underpinning-our-work>) when conducting business and management of relations. EXW's compliance with these standards shall not be a breach of these Terms.

10. LIMITS ON LIABILITY. EXW'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS (INCLUDING ANY WARRANTY EXTENDED IN CONNECTION THEREWITH) AND THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER SHALL BE LIMITED TO THE AMOUNT PAID TO EXW FOR THE APPLICABLE PRODUCT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EXW OR ANY AUTHORIZED PARTNER BE LIABLE TO THE CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR OTHER NON-DIRECT DAMAGES (AND, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES OR PROFITS, OR DAMAGES OR LOSSES DUE TO A DELAY OR FAILURE TO PERFORM ANY WARRANTY OBLIGATION OR COMPLY WITH ANY CONFIDENTIALITY OBLIGATION ARISING HEREUNDER OR OUT OF OR IN CONNECTION WITH THE USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF ANY PRODUCT), HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE) AND WHETHER OR NOT EXW OR AUTHORIZED PARTNER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE OR WAS ADVISED OF THE POTENTIAL OF SUCH DAMAGE. THESE LIMITATIONS

SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. The foregoing limitations shall not apply to third-party infringement claims against Customer for patent, copyright, or trademark as referenced Section 11 (Indemnity), provided that (1) the subject intellectual property or otherwise protected material has not been modified or altered by Customer or a third party, and (2) the intellectual property or protected material has not been used in combination, or otherwise integrated or in any way dependent on, third party products

11. INDEMNITY. EXW will at its own expense defend any suit instituted against Customer by a third party based on a claim that the EV Charging Station or any applicable software furnished with the EV Charging Station infringes any patent, copyright, or trade secret of such third party and will pay the damages finally awarded against Customer in such suit or agreed to by EXW in settlement thereof; provided that Customer gives EXW prompt written notice of any claim or infringement, gives EXW sole control of the defense and settlement of any such claim, and provides reasonable cooperation in the defense and settlement thereof. Customer indemnifies EXW and its officers, directors, partners, contractors, members, shareholders, and employees from all claims and actions relating to personal injury, negligence, breaches of agreements, legal proceedings, and usage of EXW software.

12. CHANGES. These Terms may not be changed, amended, or modified unless agreed by the Customer and EXW in writing.

13. WAIVER. No delay, failure, or refusal on the part of any party to exercise or enforce any right hereunder shall impair such right or be construed as a waiver of such right or any obligation of another Party, nor shall any single or partial exercise of any right hereunder preclude other or future exercise of any right. Any waiver of any obligation or right hereunder shall not constitute a waiver of any other obligation or right, then existing or arising in the future.

14. FORCE MAJEURE EVENT. EXW will not be liable for any failure to perform the obligations hereunder due to causes beyond its reasonable control, including but not limited to acts of god, fire, flood, earthquake or other natural disaster, war, explosion, embargo, pandemic, epidemic, riot, strike, labor action, any directive or action of any government authority, material shortages, shortage of transport, and/or failures of suppliers to deliver material or components (any such causes, a "Force Majeure Event"). Moreover, EXW shall not be responsible for any damage, increased costs or loss which the Customer may sustain by reason of such failure or delay of obligations.

15. SEVERABILITY. If any provision of these Terms is held to be illegal, invalid, or unenforceable, such provision shall be fully severable; these Terms shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of these Terms and the remaining provisions of these Terms shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from these Terms. Furthermore, in

lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of these Terms a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

- 16. ASSIGNMENT.** Customer may not assign any of Customer's rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of EXW. Notwithstanding, Customer may assign their rights and obligations under these Terms upon notice to EXW if they sell the property where the EV Charging Stations were installed, provided that any such purchasing entity agrees to be bound by these Terms and assumes all rights and obligations under these Terms; provided further that, the purchasing entity will not move or otherwise transfer the EV Charging Stations from the original installation site.
- 17. DISPUTES / ARBITRATION.** These Terms are to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any dispute arising from or relating to these Terms shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Customer and EXW agrees, a mediator may be consulted prior to arbitration. All claims shall be brought in the Customer's and EXW's individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding.
- 18. RENEWAL AND TERMINATION.** Upon expiration of Customer's Plan, the parties may agree to additional renewals and/or extensions, if applicable. Please reach out to your EXW sales representative for further information. Customer may terminate their Plan without prejudice to any other remedy at law or equity: (i) if EXW is in material breach of any of its obligations and has not cured such breach within a commercially reasonable point of its receipt of written notice. Upon termination for cause pursuant to this Section, EXW will refund a pro-rata portion of the fees to the Customer for their respective Plan. Upon any termination for any other reason, Customer will not be entitled to any refund of any fees paid.
- 19. ENTIRE AGREEMENT.** These Terms contains the entire understanding of the Customer and EXW with respect to the subject matter hereof and supersedes all other agreements, arrangements, discussions, undertakings and commitments (whether written or oral) with respect thereto and any prior agreements pertaining to the O&M Plan shall be null and void and of no further force and effect unless agreed by the Customer and EXW in writing

Enel X Way USA, LLC

Name: _____

Title: _____

Signature: _____

Date: _____

CUSTOMER

Name: _____

Title: _____

Signature: _____

Date: _____