



CPO USE, SUPPORT AND SERVICE-LEVEL AGREEMENT

individually also referred to as “Party” and jointly as the “Parties”.

1. Subject matter of the Agreement

- 1.1 This Agreement, together with the appended annexes, regulates the provision and use of the SaaS software, the provision of the SaaS services by Wirelane for the CPO and the EMPs assigned to it against payment of the agreed remuneration.
- 1.2 Furthermore, the Agreement regulates the support and service-level services booked by the customer for a charge point.
- 1.3 The Agreement is composed of this principal agreement and the appended annexes as currently amended.

2. SaaS software, SaaS services

- 2.1 The content and the scope of the SaaS software and SaaS services booked by the customer shall be in accordance with the currently updated product description Backoffice, which is viewable in the internet.
- 2.2 Charge stations operated by the customer, which are subject to this Agreement shall be logged in the back-office.

3. Remuneration of the SaaS services

For the SaaS services offered by Wirelane both one-off remunerations as well as also ongoing remunerations must be paid. The remuneration to be paid by the customer shall be in accordance with Wirelane’s contract confirmation forwarded by the customer.

4. Support and service-level services

The charge stations resp. charge points for which the customer has booked Level-1 and possibly Level-2 support and service-level services shall be indicated to the customer after commissioning, using the EVSE-ID of the respective charge point.

5. Remuneration for support and service-level services

5.1 Level-1 support

The remuneration for the Level-1 support to be paid by the customer shall be in accordance with the contract confirmation forwarded to the customer.

5.2 Level-2 support

- 5.2.1 The remuneration for the Level-2 support to be paid by the customer shall be in accordance with the contract confirmation forwarded to the customer.



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5.2.2 The agreed remuneration shall constitute settlement of the working time and travel costs of the scheduled servicing assignment. Any required spare parts and additional expense incurred within the meaning of item 5.3 must be remunerated separately by the customer.

5.3 Charge of additional expense in the context of the support and service-level services

Unless otherwise regulated in the offer and contract confirmation, additional expense incurred shall be charged as follows:

5.3.1 Unforeseen expenses (e.g. waiting times, multiple trips) that are required for the fulfilment of the contract and are outside of Wirelane's responsibility must be billed separately at the currently applicable hourly rates by Wirelane (last revised July 2020: EUR 149.95 per hour, working days from 08.00 AM – 05.00 PM (regular working time)).

5.3.2 For services that are exclusively provided outside of the regular working time, a surcharge of 40% on working days as well as on Saturdays, a surcharge of 50% on Sundays and a surcharge of 130% on the hourly rate on the public holidays in the respective federal state shall be charged.

5.3.3 For services that are provided under particularly difficult conditions the following surcharges per hour shall be billed:

For activities in the amount of 25 m - 100 m: 10%. For activities in the amount of above 100 m: 20%. For activities under other difficult conditions: 10%.

Difficult conditions within the meaning of this provision are working conditions that are clearly different from the other usual conditions of the provision of a service and are outside of Wirelane's responsibility. If the customer has knowledge of difficult working conditions within the meaning of this regulation it shall inform Wirelane accordingly before the start of the provision of services.

5.3.4 In the case of assignment of non-resident personnel in Germany, the following expense rates shall be billed per calendar day: daily allowance prices in EUR / calendar day 34.95; overnight stay prices in EUR / calendar day 149.95.

In the case of assignment of non-resident personnel for less than seven (7) hours for each commenced hour the daily allowance shall be charged on a pro rata basis. If per diems are liable for payroll tax, we charge a surcharge of 60% for covering the pro rata costs. If the actual reasonable overnight stay costs exceed the above-mentioned overnight stay allowance, the additional expense shall be billed additionally.

Abroad, expenses shall be billed according to expense incurred.

If a motor vehicle is used, the following rates for each driven kilometre shall be applied: motor vehicle up to 1.5 t: prices in EUR/km 1.00 EUR/km; trucks on request.

Out-of-pocket expenses for travel allowances, the costs for package and tool transport as well fees and other out-of-pocket expenses arising in the event of the execution of the contract shall be charged according to expense plus VAT.



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For travel, running and waiting times as well as for preparation and response times, the conditions of this section shall apply. The billing of the personnel services shall be done at the valid hourly rates at the time of the provision of the services.

Regular working time is considered to be the working time specified according to the agreed scale of charges in the context of the 5-day week (Monday - Friday).

5.3.5 The provision and the use of special tools and special measuring devices shall be done by the customer at its expense. The customer shall be responsible for the required calibrations and monitoring of the testing and measuring equipment.

All indicated prices contain no turnover tax. This is billed separately at the valid turnover tax rate on the day of the service. Should changes to the personnel costs result by the start or during the execution of the services due to statutory, collectively agreed or other provisions and circumstances, we reserve the right to make an approximation or equivalent.

6. Term of the Agreement

6.1 The Agreement is concluded with legal effect upon the acceptance of the Wirelane offer by the customer. The Agreement initially has a term of one (1) year. It shall commence from the 1st day of the month following the activation of the SaaS software.

6.2 The Agreement shall be extended by one (1) year in each case, unless it is terminated by one of the Parties, by giving 3 (three) months' notice in writing (whereby the sending via fax is sufficient) or in text format (e.g. via e-mail). The timeliness of the termination shall be determined by the verified receipt in accordance with formal and deadline requirements of the notice of termination by the other party in each case. The sending of the notice of termination via fax or e-mail is sufficient in this regard.

7. Special agreements

The Parties' deviating agreements under this Agreement or the SaaS and Support TERMS must be reached in a separate agreement.

8. Final provisions

Unless otherwise agreed in this Agreement or a separate agreement within the meaning of item 7, in other respects the provisions of the General Terms and Conditions for SaaS and Support Services (**Annex 1**) shall apply.

9. List of Annexes

The following annexes marked by a cross were handed out the customer. The annexes are associated with this Agreement and only legally valid in connection with it:

(Cross)

Annex 1 General Terms and Conditions SaaS



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