

EXHIBIT A-2

EV Shield Service Level Agreement

1. DEFINITIONS.

a. **“Connector”** means a connector on any EVSE that allows a Driver to successfully authorize a charging session on the Driver’s EV.

b. **“Error”**, with respect to this Exhibit, means an event that causes any EVSE to be unable to charge a Driver’s EV.

c. **“EV”** means electric vehicle.

d. **“EVSE Severity Levels”** means the categories of Errors set forth below:

EVSE Severity Level	Description of Error
1	More than 50% of the Connectors at a particular location are failing.
2	50% or less of the Connectors at a particular location are failing.
3	Error that does not significantly impact an EVSE’s functionality.
4	Error that is minor or cosmetic in nature and does not materially impact an EVSE’s functionality.

e. **“Site Visit Time”** means, after EVC determines that an Error cannot be repaired remotely, the amount of time it takes EVC to send a field representative to perform an initial Site Visit.

f. **“Site Visit”** means a visit by a field technician to an EVSE for repairing an Error.

2. MONITORING. EVC will remotely monitor each EVSE for Errors from 5am-5pm Pacific Time. If EVC detects any Errors as a result of such remote monitoring, EVC will promptly notify Subscriber regarding such Error. EVC will attempt to repair such Errors remotely; however, if EVC is unable to repair the Error remotely, EVC will repair such Error in accordance with Section 4 below.

3. RESPONSE TIME. EVC will provide a response to Subscriber within twenty-four (24) hours of the occurrence of an Error.

4. RESOLUTION OF ERRORS.

a. **Categorization of Errors.** The EVSE Severity Level of any Error will be determined by EVC in its reasonable discretion.

b. **Resolution Times.** Subscriber will use commercially reasonable efforts to provide detailed, accurate, and immediate notification to EVC of any Error so that EVC can take remedial action as soon as possible. EVC will provide a response to Subscriber within twenty-four (24) hours of such notice from Subscriber. Subscriber will power cycle EVSEs upon request of EVC. If an Error cannot be repaired remotely, EVC will send a field service representative to perform a Site Visit and repair or replace any parts necessary to resolve such

Error so that the EVSE works in accordance with such EVSE’s published specifications. EVC will use commercially reasonable efforts to perform a Site Visit in accordance with the applicable Severity Level as set forth in the table below:

EVSE Severity Level	Site Visit Time*
1	3 Business Days
2	5 Business Days
3	10 Business Days
4	30 Business Days

* The Site Visit Time may be extended for (a) any failure of Subscriber to provide timely access to the location or timely responses to EVC’s requests for information necessary to resolve the Error and (b) the delivery of any parts required to resolve the Error. If the field service representative determines during the initial Site Visit that a return Site Visit is required to resolve the Error, EVC will use commercially reasonable efforts to schedule a return Site Visit within three (3) business days after the initial Site Visit, subject to the availability and delivery of any parts required to resolve the Error. EVC will provide the Subscriber with periodic updates regarding the resolution of an Error.

5. EXCLUSIONS. Notwithstanding anything to the contrary in this EV Shield Service Level Agreement (“**EV Shield SLA**”), EVC’s obligations under this EV Shield SLA do not apply to the following types of Errors: (a) Errors caused by the electrical infrastructure, poor cell/wifi quality or strength or poor network connectivity or performance, (b) Errors that can be fixed by manually power cycling the EVSE, (c) Errors caused by the improper installation of an EVSE by Subscriber or a third-party, (d) Errors caused by vandalism, misuse, or abuse of the EVSE, (e) Errors relating to damage to a Connector (e.g., caused by a Driver running over the Connector), (f) cosmetic damage to an EVSE, (g) normal wear and tear to EVSE (e.g., fading of colors), (h) Errors caused by the negligence of Subscriber or a Driver (e.g., striking the EVSE with a vehicle), (i) Errors caused by the modification or relocation of an EVSE other than by EVC, (j) Errors caused by the use of the EVSE with software or parts that are not supplied by EVC, and (k) Errors caused by extreme power surges, extreme electromagnetic fields, or any other acts of nature (collectively, “**Excluded Errors**”).

6. CHARGES FOR EXCLUDED ERRORS. If (a) Subscriber requests that EVC repair an Excluded Error, (b) EVC agrees to repair such Excluded Error, and (c) Subscriber agrees to EVC’s cost estimate for repairing such Excluded Error, Subscriber will be responsible for paying for such services and parts immediately after the repair is completed. If, during an initial Site Visit, it is determined that the Error is an Excluded Error, Subscriber will pay for any service and parts provided during such Site Visit immediately after the Site Visit.