



MAINTENANCE SERVICE AGREEMENT

SUMMARY OF FUNDAMENTAL PROVISIONS

EFFECTIVE DATE:

SITE OWNER:

Company Name:

Address:

SITE HOST CONTACT
PERSON/DEPARTMENT:

Name:

Title:

SITE OWNER
PHONE/EMAIL:

E-Mail Address:

Contact Phone Number:

OPCONNECT:

OpConnect, Inc
1020 SE 11th Ave
Portland, OR 97214

OPCONNECT CONTACT
PERSON:

Dexter Turner

OPCONNECT
PHONE/EMAIL:

(503) 477-5742 x229
dturner@opconnect.com

NUMBER OF EVSE UNITS
AND INSTALLATION
SITES:

See Exhibit A

EFFECTIVE DATE:

INITIAL TERM:

One (5) year

EXTENSION OPTION(S):

Two (2) Five-year extensions

1. Introduction

- 1.1. OpConnect has electric vehicle service equipment (EVSE) located on the Station Owner's property as defined in Exhibit A. These EVSE need to be maintained in an operational state.
- 1.2. The purpose of this agreement is to define the roles and responsibilities of the two parties of this maintenance agreement entered into by OpConnect, Inc (hereby referred to as OpConnect) and Owner of OpConnect EVSE (hereby referred to as Station Owner).
- 1.3. OpConnect agrees to provide prompt, courteous and efficient service for all of Station Owner's OpConnect EVSE as defined in this agreement.
- 1.4. Station Owner agrees to provide unrestricted access to technicians as needed to make repairs and to promptly settle any amounts due as outline in this agreement.

2. Definitions

- 2.1. "Emergency" means a condition of exposed live electrical wiring or other condition that would represent physical danger to users of Installed EVSE or the general public
- 2.2. "Installed EVSE" means collectively OpConnect branded EVSE and EVSE manufactured by other parties that is owned by Station Owner and covered by this agreement
- 2.3. "Installed location" means the location that the installed EVSE has been installed at as defined in Exhibit A
- 2.4. "Normal business hours" means 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except on public holidays.
- 2.5. "Public holidays" means any local, state or federal government recognized holiday
- 2.6. "Station Owner Site" means installation location for the Installed EVSE as defined in Exhibit A.

3. Annual Equipment Maintenance Service

- 3.1. The following services shall be provided for the cost of the Annual Equipment Maintenance Service listed in Exhibit B
 - Remote and onsite diagnosis of inoperative Installed EVSE with response times as defined in Response Time section to provide repair estimates (Tier 2)
 - Repair to correct issues with inoperable Installed EVSE that are covered by Installed EVSE warranty
 - Perform regularly scheduled maintenance and inspections for Installed EVSE per Installed EVSE manufacturer's supplied documentation
- 3.2. The completion of any non-warranty repairs shall be billed on a time and materials basis.

4. OpConnect's Responsibilities

- 4.1. OpConnect or its contractors shall diagnose, provide repair estimates and repair Installed EVSE to restore any inoperable Installed EVSE to an operable condition of charging connected electric vehicles.
- 4.2. OpConnect shall provide an online portal (licensed separately) to allow Station Owner to view the status of any entered maintenance or support issues against Installed EVSE.
- 4.3. OpConnect or its contractors shall perform regularly schedule maintenance and inspections for Installed EVSE.
- 4.4. OpConnect shall coordinate with the owner/manager of the property that is hosting Installed

EVSE to coordinate access to Installed EVSE, traffic management, etc. as necessary to perform regularly scheduled maintenance and repair of Installed EVSE.

- 4.5. OpConnect shall contact the manufacturer of any Installed EVSE manufactured by other parties to obtain parts necessary to repair inoperable Installed EVSE.
- 4.6. OpConnect shall obtain prior consent from Station Owner for the removal of any equipment from installed premises. This shall not apply to the removal of parts that are replaced under OpConnect's performance of the services outlined in this agreement.
- 4.7. OpConnect shall carry out onsite maintenance, diagnosis and repair work required hereunder during normal business hours. If OpConnect, at Station Owner request, shall carry out any diagnosis and repair work outside normal business hours, this diagnosis or repair shall be approved by the Station Owner prior to arrival at the installed location, and OpConnect shall be entitled to make an extra charge calculated at the applicable hourly rate defined in Appendix B. Diagnosis or repair work that must be performed outside normal business hours in response to a reported Emergency shall not require prior approval by the Station Owner prior to completion of the work, and OpConnect shall be entitled to make an extra charge calculated at the applicable hourly rate defined in Appendix B.

5. Station Owner's Responsibilities

- 5.1. Request that users of installed EVSE contact OpConnect on the toll-free number posted on the Installed EVSE or via email at support@opconnect.com to provide first-hand information for any issues they experience with EVSE.
- 5.2. If necessary, contact installed site's owner/manager on OpConnect's behalf to ensure that the site owner/manager provides adequate working space for use by OpConnect personnel near the Installed EVSE.
- 5.3. If necessary, coordinate with other manufacturers and OpConnect to assist OpConnect with getting warranty repairs, or other repairs completed if the manufacturer needs contact with Installed EVSE's owner
- 5.4. Promptly pay all invoices and monies owed.

6. Response Time

- 6.1. Tier 1 online and phone evaluation – 24 hours from notification
- 6.2. Initial onsite evaluation and service – 72 hours from notification
- 6.3. Repair Dispatch (if repair parts not available on initial onsite evaluation) – Five (5) business days after Onsite Evaluation

Notes: Any access restrictions at the charger location may result in longer Response Times. Additionally, any access restrictions must be clearly defined to OpConnect during or before the onsite visit.

7. Time & Material Calls

- 7.1. Labor for time and materials work shall be invoiced according to labor rated in Exhibit B.
- 7.2. Work done to repair and correct non-warranty issues with inoperable Installed EVSE shall be invoiced on a time and materials basis according to time spent, excluding travel time and diagnosis time, provided that the cause of the problem is not one of the excluded causes listed in 7.3:

- 7.3. Work done to repair and correct non-warranty issues with inoperable Installed EVSE shall be invoiced on a time and materials basis according to time spent, including travel time, if the cause of the problem is one of the following excluded causes:
- Any damage to an Installed EVSE's cord for connection to EVs, unless such damage is caused by a manufacturing defect in the cord or connector assembly
 - An act of vandalism, theft, fraud, natural disaster, accident, power failure or spikes, neglect or misuse
 - Damage caused by a vehicle striking or otherwise damaging an Installed EVSE, whether vehicle is an electric vehicle using an EVSE, or any other vehicle
 - An alteration or repair to an Installed EVSE not done by OpConnect or its contractors
 - An upgrade, not a repair of an Installed EVSE.

8. Term

- 8.1. The Initial Term will commence on the Commencement Date and will be the time set out in the Fundamental Provisions
- 8.2. If Extension Options are included in the Fundamental Terms, each Extension Option will be deemed automatically exercised at the end of the then existing Term unless Station Owner or OpConnect gives notice at least 30 days prior notice to the other party that it does not desire to extend the Term.

9. Legal Information

- 9.1. Station Owner shall make all payments within the due date specified on any invoices. If any charge or part thereof shall be unpaid for 30 days after the agreed date the same shall be become due, OpConnect may (without prejudice to its right to recover the same) give notice to Station Owner by registered mail requiring Station Owner to pay such charges or part thereof within seven days after receipt of such notice and if Station Owner shall fail to comply with such notice OpConnect may forthwith terminate this Agreement.
- 9.2. The contract may be cancelled, without notice, and any requests for service refused if payments are not current.
- 9.3. Any dispute arising out of or relating to this Agreement must be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the American Arbitration Association.
- 9.4. In the event that either party commences a dispute action against the other, the prevailing party shall be entitled to all reasonable costs for such actions, including but not limited to, all reasonable legal and administrative fees arising from such action.
- 9.5. This written agreement represents the entire agreement between the two parties and no prior verbal or written agreement shall have any bearing on the agreement set forth here.
- 9.6. OpConnect will not perform any work that will, in any way, violate any federal, state, city or other ordinance. In addition, OpConnect will not perform any work that would create

or place the technician in an unsafe work environment.

STATION OWNER:

By: _____

Name: _____

Title: _____

OPCONNECT:

OpConnect, Inc.

By: _____

Name: _____

Title: _____

EXHIBIT A
INSTALLATION SITES FOR INSTALLED EVSE UNITS

The following is a list of the installation sites and charger IDs covered by this location:

EXHIBIT B COSTS

Item	Cost
Annual Equipment Maintenance Service*	Level 2 EVSE: 40-60A: \$420 per port/year Level 2 EVSE: 80-100A: \$495 per port/year DC Fast Charger: \$1,475/charger/year
Standard labor rate for time & materials work during Normal Business Hours. Actual time will be charged and there is no minimum.*	\$108/hour
Overtime labor rate for time & materials work outside of Normal Business Hours, Monday-Friday and Weekends. Actual time will be charged and there is no minimum*	\$162/hour
Overtime labor rate for time & materials work outside of Normal Business Hours, public holidays. Actual time will be charged and there is no minimum*	\$216/hour
Mark-up percentage for Parts used to repair or service EVSE*	15%

*Services Costs shall be adjusted annually provided that increases in these costs will be limited to 3% per year for the term of the contract