

SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) is made, entered into, and is effective as of _____, 2025 (“Effective Date”), between bodEV Inc. (“bodEV”) with principal offices located at 25342 Hugo Rd, Laguna Niguel, CA 92677 and [_____], with an address located at _____ (“Customer”) BodeEV and Customer herein collectively referred to as the “parties” and individually referred to as a “party.”

BACKGROUND

- A. BodeEV provides reliable, safe, and well-experienced after-sales operations & management (O&M) services for any Electric Vehicle (EV) chargers sold or offered to put under management.
- B. BodeEV provides bode O&M™ service options (as hereinafter described) making available EV energy charger Customers with service products to purchase based on Customer needs. BodeEV provides manufacturer warranty (defined by OEM) with every EV charger sold and makes available bode O&M™ services at an additional cost.
- C. BodeEV aims to assist customers in operating EV chargers with high reliability and low downtime by offering remote and onsite monitoring, parts and labor coverage.
- D. This bode O&M Service Level Agreement (SLA) specifies the tech support/service level indicators provided by BodeEV to provide customers with service quality assurance.

The parties understand and agree that:

- A. This SLA takes effect from the date of EV charger service activation and continues for the applicable service period.
- B. BodeEV will evaluate performance adherence to metrics under the terms of this SLA upon request as well as quarterly to promote performance and at Customer’s election depending upon the service level selected by a Customer. Such reports may be provided in electronic form and be delivered via email, online platforms, etc. as requested by Customer.
- C. The following sets forth the scope of each service level made available to Customers:

SERVICES METRICS:

Warranty Period	<ul style="list-style-type: none"> ✓ Period of warranty and commencement date same as Standard Warranty. ✓ Warranty Extension available for purchase to extend warranty period to a total of five (5) years from quote date.
Performance*	<ul style="list-style-type: none"> ✓ Uptime Guarantee: Annually 98%, except if due to Excluded Events. ✓ BodeEV agrees to investigate the root cause for any issue deemed to be a systemic failure.
Charger Support Request Response Time (CSRT)	2 hrs
Remote Support	<p>Remote Support will be conducted by a professional service team, including:</p> <ul style="list-style-type: none"> ✓ Remote Monitoring - 24/7 remote connectivity • Remote Diagnostics • Software/firmware updates
Parts Covered	<ul style="list-style-type: none"> ✓ Parts replacement included and coordinated by an BodeEV support team. ✓ If customer elects to have service Desk Support only, BodeEV will make available to customers a recommended consumable parts price list for each EV charger model.
Onsite Technical service	<ul style="list-style-type: none"> ✓ If remote diagnostics fails to identify charger fault, BodeEV will, on a case-by-case basis, and upon mutual agreement with customer, dispatch a certified technician on-site to troubleshoot, diagnose, and rectify the issue. ✓ Deployment Time of On-site Service will be 24 hrs from CSRT. ✓ If a certified electrician is needed On-sight Service time, deployment time will be 48 hrs from On-Sight Service. ✓ If a certified electrician is unable to rectify the situation, a new charger will be provided within 2 hrs of the electrician being on-sight for AC products, and 2 weeks for DC products.
Training	<ul style="list-style-type: none"> ✓ BodeEV offers free specialized training and parts for customer self. ✓ Free remote training conducted by a technical support expert is available. ✓ Onsite training for an additional charge is available if desired.
Preventive Maintenance	<ul style="list-style-type: none"> • Preventive maintenance is provided to ensure that EV charging equipment is in good condition and includes proactive replacement of parts that to minimize issues which may result in EV equipment failures. • Preventive maintenance must be completed with the authorization and notification of the BodeEV service desk. • Preventive Maintenance mainly includes inspection of the EV charger's appearance, power supply, connection lines, charging interfaces, etc. and includes: <ul style="list-style-type: none"> ■ Proactive reminder service provided based service records. ■ Operation guidance is available and training courses optional. ✓ Spare Part Replacement: Implemented in accordance with service desk guidance on density of local chargers under management.



DEFINITIONS / CONCEPT DEFINITIONS

Business Hours Available: 24hrs 365 days per year.

Excluded Events: Means any events that are agreed to be excluded from a particular metric. (See below)

Failure: any scenario where an EV charger is unable to charge due to charger performance issues.

Hardware: Means the EV charger unit and additional equipment purchased from the Service Provider.

Uptime: Uptime is calculated for the time when a charger's hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected. Charging port uptime percentage would be calculated using the equation $\mu = ((8760 - (T_{\text{outage}} - T_{\text{excluded}})) / 8760) \times 100$ where μ = port uptime percentage, T_{outage} = total hours of outage in previous year, and where T_{excluded} = total hours of outage in the previous year for reasons outside the charger operator's control, such as electric utility service interruptions, internet or cellular service provider interruptions, and outage etc.

Charger Support Request Response Time: It is defined as the maximum allotted time requested for BodeEV to respond to customer inquiries and begin the remote troubleshooting process.

Remote Diagnostics Response Time: is defined as the maximum allotted time requested for BodeEV to provide remote response after receiving an EV charger support request.

Deployment Time of On-site Service: This is defined as the amount of time after the remote diagnostic response process is complete to the dispatching of an engineer/tech to the customer site when issues cannot be resolved via remote support. Spare parts are either at the customer site or confirmed for delivery to the site. The time of on-site work must be mutually agreed upon between customers and BodeEV.

Limitations and Exclusions

Service unavailability due to the following reasons would not included in the BodeEV service rate:

- a. Caused by vehicle manufacture failure.
- b. Caused by system maintenance after BodeEV notifies customers in advance, including system maintenance, upgrade, and simulated fault drills.
- c. Any network or equipment failure or configuration adjustment other than caused by BodeEV equipment.
- d. Caused by force majeure and unexpected events.
- e. The service is unavailable, or the service is not up to standard due to reasons other than BodeEV.



MISCELLANEOUS

This SLA may not be transferred or assigned by any customer signatory without the prior written consent of BodeEV. This SLA will inure to the benefit of the parties hereto, their permitted successors and assigns. This SLA constitutes the entire agreement between the signatories hereto with respect to the subject matter hereof and thereof and supersedes any prior understandings, agreements, or representations by or among such signatories, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. This SLA and any provision herein only may be amended, waived, or terminated by a writing signed by both parties hereto. Any term or provision of this SLA that is determined invalid or unenforceable in any situation or in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAWS RULES. Except as provided in this SLA, each signatory hereto will pay its own costs and expenses relating to the transactions contemplated by this SLA, including, without limitation, the fees, and expenses of its counsel. This agreement may be executed in counterparts, and each counterpart will for all purposes be deemed an original, and all such counterparts will together constitute but one and the same agreement. This agreement may be delivered by any signatory by way of facsimile or electronic transmission to the other signatory and delivery will be deemed completed for all purposes upon the completion of such facsimile or electronic transmission.

IN WITNESS WHEREOF, the Parties below, intending to be bound by this Service Level Agreement, have caused this Agreement to be executed by their authorized officers and to be effective as of the Effective Date above.

bodEV Inc.

CUSTOMER: _____

Signature

Signature

Name:

Name

Title

Title

Date

Date