

ads-tec Energy Service GmbH

Supplemental Terms on Support of ads-tec Energy Service GmbH

Supplemental Terms of Support

Table of contents

1	Definitions	3
2	Scope of Support	3
3	Provision of a Help Desk	3
3.1	Subject and Availability of Support	4
3.2	Incident Reports and Other Enquiries	4
3.3	Extended Help Desk Support (Repair)	5
3.4	Service Customer Dependency Performances and Assistance Obligations	5
4	Provision of a Monitoring Desk via Big-LinX	6
4.1	Subject and Availability of Support	6
4.2	Customer Monitoring	6
4.3	Supplier Monitoring (24/7)	7
4.4	Service Customer Dependency Performances and Assistance Obligations	8
5	Provision of a Reporting Desk	9
5.1	Subject and Availability of Support	9
5.2	Extended Support in the „Professional“ Bundled Service	9
5.3	Service Customer Dependency Performances	9
6	Provision of a Training Desk	10
6.1	Subject and Availability of Support	10
6.2	Awarding of Completion Certificates	10
6.3	Service Customer Dependency Performances	11
7	Force Majeure	11

Unless otherwise agreed, these Supplemental Terms of Support shall serve as an integral part of an Agreement on Services entered into between ads-tec Energy Service GmbH ("ADS-TEC") and the Service Customer and they shall supplement the Service GTC and other documents (including Master Agreements, Orders executed under the application of a Master Agreement and Standalone Agreements executed under non-application of a Master Agreement) that refer to and incorporate the Service GTC.

1 Definitions

- 1.1. **"1st Level Support"** means the Service Customer's assistance obligations in accordance with Section 3.3.4.
- 1.2. **"Business Hours"** means Monday to Friday from 08:00 a.m. to 04:00 p.m. (excluding public holidays at ADS-TEC's registered office) according to the local time zone applicable to ADS-TEC's registered office. Deviating or extended Business Hours may be agreed with the Service Customer in the Master Agreement or the SLA referred to therein.
- 1.3. **"Customer Monitoring"** has the meaning defined in section 4.1.1.
- 1.4. **"Force Majeure"** has the meaning defined in clause 7.2.
- 1.5. **"Incident"** means a condition of the Serviced Item that prevents, impairs or jeopardises the use of the existing functions of the Serviced Item, regardless of the reasons.
- 1.6. **"Incident Report"** has the meaning defined in section 3.2.2.
- 1.7. **"Qualified and product-trained"** has the meaning defined in section 6.2.2.
- 1.8. **"Supplier Monitoring"** has the meaning defined in section 4.1.1.
- 1.9. **"Support Ticket"** has the meaning defined in section 3.2.1.

2 Scope of Support

ADS-TEC will provide the following supplementary Support to its Services:

- a) Provision of a Help Desk (Clause 3)
- b) Provision of a Monitoring Desk via Big-LinX (Clause 4)
- c) Provision of a Reporting Desk (Clause 5)
- d) Provision of a Training Desk (Clause 6)

3 Provision of a Help Desk

3.1 Subject and Availability of Support

- 3.1.1 ADS-TEC maintains a Help Desk which advises and assists the Service Customer in connection with the functions of the Serviced Items and the handling of errors by telephone or other means of remote communication (e.g. electronically). The Support provided by the Help Desk also extends to the Documentation associated with the Serviced Items.
- 3.1.2 Help Desk Support only covers Serviced Items that are installed at installation locations and are operated under operating conditions that the Service Customer has previously notified ADS-TEC of in writing. ADS-TEC must be notified in writing at least 14 days in advance of any change in the installation location and any variation in the operating conditions. ADS-TEC may deny Support for the Serviced Item installed at a new installation location and/or operated under varied operating conditions for good cause. Additional costs arising from the change of the installation location and/or the variation of the operating conditions in relation to the performance of the Physical and Digital Services shall be borne by the Service Customer.

3.2 Incident Reports and Other Enquiries

- 3.2.1 The Help Desk will assign a handling number ("**Support Ticket**") for each enquiry from the Service Customer, for the purpose of which an electronic ticket system has been set up that allows permanent tracking of the status of handling Support Tickets.
- 3.2.2 The Service Customer shall describe Incidents in as much precision and detail as possible, including a description of the symptoms, the operating conditions, previous commands to the Serviced Item, measures already taken and any relevant system components (hardware and software) from third-party suppliers with which the Serviced Item is intended to interact ("**Incident Report**"). Each Report must be made without culpable delay after discovery of the Incident and must name the affected Serviced Item(s), stating its/their Manufacturer serial number and installation location.

The Help Desk accepts Incident Reports during Business Hours via the following remote communication channels:

Hotline: 07022 2522-203 (German and English speaking)

e-mail: support.est@ads-tec-energy.com

- 3.2.3 Upon receipt of a conforming Incident Report from the Service Customer, where it is not possible or not promising for the Service Customer's to take any own measures to rectify the Incident with the help of the Help Desk Support are, ADS-TEC shall initiate measures to Rectify the Incident within a reasonable period of time; if an SLA is in effect, the Response Times, MTRS and Attendance Times agreed therein shall apply. ADS-TEC's performances for Incident Rectification require a separate agreement, to which the provisions of the

Supplemental Terms of Service, the Service GTC and, if agreed, the Master Agreement and the SLA apply.

- 3.2.4 ADS-TEC shall respond to enquiries to the Help Desk other than Incident Reports within a reasonable period of time (After Sales Support). For enquiries relating to the Physical and Digital Services offered by ADS-TEC, the provisions of the Supplemental Terms of Service, the Service GTC and, if agreed, the Master Agreement and the SLA shall apply.

The Help Desk accepts enquiries other than Incident Reports (After Sales Support) during Business Hours via the following remote communication channels:

Hotline: 07022 2522-206 (German and English speaking)
e-mail: aftersales@ads-tec-energy.com

3.3 Extended Help Desk Support (Repair)

- 3.3.1 In the "Basic", "Smart", "Advanced" and "Professional" Bundled Services, Help Desk Support also includes extended advice and assistance to the Service Customer
- a) with regard to planning, preparation and execution of Repair work performed by the Service Customer or an End Customer On Site at the installation location of a Serviced Item, provided
 - b) by telephone or other means of remote communication.
- 3.3.2 The extended Support can also be provided by referring to the Documentation associated with the Serviced Items and to the training documents available to the Service Customer.
- 3.3.3 When interacting with the personnel employed by the Service Customer or End Customer, the personnel of the Help Desk are not subject to Service Customer' powers of instruction. Both parties shall take appropriate measures to prevent the assumption of hiring out personnel.

3.4 Service Customer Dependency Performances and Assistance Obligations

- 3.4.1 In the interest of efficient Incident Reporting and Rectification, the Service Customer shall appoint two responsible employees and corresponding deputies with in-depth knowledge of the functions of the Serviced Items and their operating conditions as contact persons for ADS-TEC, no later than by the time of commissioning of the first Serviced Item, and designate them to ADS-TEC. These employees must hold a valid certificate of completion issued by the Training Desk and must be able to provide the information required for Incident Rectification and make or bring about decisions themselves.
- 3.4.2 The designated employees bundle and coordinate reports and enquiries made on part of the Service Customer. Prior to forwarding such reports and enquiries, they will first check

whether and how they can handle the Incident autonomously based on their own expertise. If they are unable to rectify the Incident, they will forward the reports and enquiries to ADS-TEC via the Help Desk. Other employees of the Service Customer are not authorised to submit reports and enquiries to ADS-TEC. The designated employees shall also assist ADS-TEC during ADS-TEC's Incident Rectification performances, as stipulated in detail in the Supplemental Terms of Service.

- 3.4.3 The Service Customer shall observe the Manufacturer's operating instructions and recommendations when operating the Serviced Items. The Service Customer shall unsolicitedly notify ADS-TEC of any peculiarities occurring with the Serviced Items. If the Service Customer is provided with suggestions on how to rectify an Incident by the Help Desk, it shall be Service Customer's sole responsibility to implement these.
- 3.4.4 The Service Customer warrants to maintain as an own undertaking its own help desk with qualified and product-trained personnel at its own expense, which advises and assists end users by telephone or other remote communication channels with regard to the use of the charging, authentication and billing functions of the Serviced Items and in the event of any malfunctions relating thereto ("**1st Level Support**").

4 Provision of a Monitoring Desk via Big-LinX

4.1 Subject and Availability of Support

- 4.1.1 If agreed with the Service Customer in the Master Agreement or the SLA referred to therein, ADS-TEC shall provide a Monitoring Desk accessible via Big-LinX, which enables the Service Customer ("**Customer Monitoring**") and/or ADS-TEC ("**Supplier Monitoring**") to monitor the operational availability of the Serviced Items and to detect any Incidents.
- 4.1.2 The Monitoring Desk includes a display of certain information about the Serviced Items registered via Big-LinX as well as read-only access to their basic operating data (including availability, status, condition). Depending on the available data transmission capacity, this information and data will be transferred from the agreed handover point to the Monitoring Desk with a time delay and in aggregated form, where it is displayed graphically as such (there is no "live" view) and displayed graphically as historical data sets and made available for download.
- 4.1.3 Access to the Monitoring Desk is only granted to persons who are logged into a user profile through credentials and a permitted access software. Access through user profiles will assigned individualised. Any specifics are stipulated in the Big LinX Terms of Use.

4.2 Customer Monitoring

- 4.2.1 In the "Remote", "Basic", "Smart", "Advanced" and "Professional" Bundled Services, ADS-TEC will set up a separate customer account for the purpose of Service Customer's access to the Monitoring Desk and will provide the Service Customer with credentials for the agreed number of user profiles.
- 4.2.2 In instances where the Cell Performance Warranty has been and remains activated for a given Serviced Item, the Monitoring Desk will additionally incorporate a virtual view of certain operating and status data (including the State of Charge - SoC of a battery string) as a "digital twin" of the Battery Cells.
- 4.2.3 User profiles of the customer account will allow basic permissions for remote access to the local service interface of the Serviced Items to be assigned, i.e. permissions excluding certain intervention options such as remote diagnostics and remote administration, which are reserved for administrator profiles.
- 4.2.4 Separate fees will be charged for setting up the customer account, assigning user profiles, granting rights for continuous use of the customer account as well as for related support and training performances supplied by ADS-TEC, unless these are included in the Annual Fee for an agreed Bundled Service.

4.3 Supplier Monitoring (24/7)

- 4.3.1 In instances where Supplier Monitoring (24/7) has been and remains activated as an Add-On to a Bundled Service, ADS-TEC monitors the operational availability of the Serviced Items 24 hours/day, 7 days/week and 365 or 366 days/year. For this purposes, ADS-TEC itself will use access to the Monitoring Desk by setting up a corresponding supplier account. ADS-TEC shall ensure that any Incidents in the Serviced Items registered via Big-LinX can be detected within three (3) hours of occurrence by regularly checking the information and data available in the Monitoring Desk.
- 4.3.2 ADS-TEC's supplier account will incorporate remote access to the local service interface of the Serviced Items. The respective user of the supplier account will, after detection of any Incident, primarily initiate the restart of all relevant applications and the operating system via remote control within 30 to 120 minutes and/or reset pending error messages up to two times if required. If this measure is not possible, not promising or not successful, the Supplier Monitoring performances also include the correction of minor errors and of other defects, provided that ADS-TEC is able to perform it with tools usually available at a regular Remote Service session (so-called Minor Bug Fixing), to the extent this is possible without significant expenditure of time, i.e. no more than 0.5 (½) hours for a Remote Service session.

4.3.3 The respective user of the supplier account will without undue delay forward detected Incidents that cannot be rectified as part of Minor Bug Fixing to the Help Desk as an Incident Report for further error handling within Business Hours.

4.4 Service Customer Dependency Performances and Assistance Obligations

4.4.1 The Service Customer is responsible for ensuring that

- a) qualified and product-trained personnel are available and have access to the customer account and sufficient permissions to perform Customer Monitoring;
- b) the Serviced Items to be monitored are registered in the customer account, unless ADS-TEC has undertaken performance thereof as part of a Remote Commissioning Order;
- c) Incidents detected in the course of Customer Monitoring are forwarded to the Service Customer's contact persons designated to ADS-TEC in accordance with section 3.4.1. and are bundled and coordinated by them as described in section 3.4.2; and
- d) ADS-TEC is granted sufficient remote access via Big-LinX to all systems required for the execution of Supplier Monitoring as well as sufficient authorisations for these systems in the case of agreed Supplier Monitoring, in particular by enabling all IP and Internet addresses on the data connection required for remote access and by not blocking, suppressing or otherwise preventing them through automatic settings.

4.4.2 The Service Customer warrants to set up and maintain as an own undertaking a mobile connection via LTE with a data transfer rate of at least 2,000 kbit/s and a monthly data volume of at least 5 GB at its own expense (in particular with regard to SIM card, provider services and network coverage) up to the agreed handover point for remote access via Big-LinX

4.4.3 The Service Customer shall provide any dependency performances (*Mitwirkungsleistungen*) and comply with any assistance obligations (*Mitwirkungspflichten*) at its own expense. If the Service Customer fails to provide its dependency performances or is in default with its assistance obligations, those of ADS-TEC's performance obligations which in the absence of such action cannot be complied with or can only be complied with at disproportionate additional effort shall be suspended for the duration of such failure or default. If any data set proves out of date and/or incomplete as a result of defective or interrupted data transmission from the agreed handover point to the Monitoring Desk for a longer period of time, any resulting damages and disadvantages shall be to Service Customer's detriment.

5 Provision of a Reporting Desk

5.1 Subject and Availability of Support

- 5.1.1 ADS-TEC shall provide a Reporting Desk that enables the Service Customer to obtain certain information and documentation on request regarding the Physical Services provided by ADS-TEC On Site at the installation location, for example to maintain and complete the maintenance logbook kept by the Service Customer or End Customer for the Serviced Items.
- 5.1.2 ADS-TEC will document any performance executed by ADS-TEC On Site at the installation location in an electronically managed Service Report. The type, object, commencement and duration of all Commissioning, Maintenance and Repair work, material consumption (Spare and Wear Parts, lubricants and consumables, etc.), changes to the Serviced Item and any Incidents will be recorded there. In the case of Incident Rectification work, the exact times of the Incident Reports and the restoration of operational availability will be specified in addition, and the Incidents that occurred and the causes of the Incidents will be described.
- 5.1.3 An electronic copy of the Service Report (e.g. as an extract in PDF file format) shall be provided to the Service Customer on request within 5 business days.

5.2 Extended Support in the „Professional“ Bundled Service

- 5.2.1 In the "Professional" Bundled Service, the Reporting Desk's extended Support will additionally include
- a) for each quarter, the unsolicited provision of reports on (i) conformity with the SLA of System Availability, (ii) conformity with the agreed Mean Time to Restore Service and (iii) general data on the operation of the Serviced Items, in each case as electronic documents transmitted by e-mail to the Technical Contact of the Service Customer designated in the Master Agreement; and
 - b) a virtual meeting that takes place every four (4) weeks or at a different frequency agreed with the Service Customer to be held with the employees designated by the Service Customer in accordance with Section 3.4.1. for the purpose of coordinating the status and schedule of ongoing reports and enquiries made on part of the Service Customer.
- 5.2.2 ADS-TEC does not assume any responsibility for a specific operating result or a specific availability of the Serviced Items through this extended Support.

5.3 Service Customer Dependency Performances

The Service Customer is responsible for ensuring that

- a) Service Reports will be received or retrieved; and

- b) any controls and measures imposed on it by law or other regulations will be executed under its sole responsibility unless such action has been expressly made the subject of the performances to be executed by ADS-TEC under reference to the law or regulation in question.

6 Provision of a Training Desk

6.1 Subject and Availability of Support

- 6.1.1 ADS-TEC shall provide a Training Desk which organises a qualification and training programme in the areas of installation, commissioning, decommissioning, repair, maintenance and remote service of the Serviced Items. Attendance at the qualification and training programme will be available to personnel of the Service Customer and its End Customers, provided they will be assigned to perform and/or to supervise corresponding activities on the Serviced Items. Admission to attendance may be made dependent on proof of appropriate prior qualification in accordance with the content of the respective part of the programme.
- 6.1.2 The objective of the qualification and training programme is to provide theoretical knowledge and/or practical guidance in the respective areas. It can be supplied in a variety of formats, including live and recorded webinars, tutorials, self-study learning materials and interactive remote or face-to-face workshop-style sessions. ADS-TEC does not assume any responsibility for any specific training outcome or attendance proficiency.
- 6.1.3 ADS-TEC will regularly draw up and announce the contents and schedules for the events on a quarterly basis. Planning, availability and supply methods are at the sole discretion of ADS-TEC.
- 6.1.4 Separate fees will be charged for attendance in the qualification and training programme and for the use of teaching materials provided, unless these are included in the Annual Fee for an agreed Bundled Service.

6.2 Awarding of Completion Certificates

- 6.2.1 Programme components are usually completed by examinations and certification of the attendees, to whom the Training Desk will award a corresponding completion certificate. Completion certificates are initially valid for a period of twelve (12) months. Their validity can be extended for a further twelve (12) months by attending in recurring examinations and certifications.

6.2.2 Holders of a valid completion certificate awarded by the Training Desk will in the relationship to ADS-TEC be deemed to be "**qualified and product-trained**" for the areas specified in the completion certificate

6.3 Service Customer Dependency Performances

The Service Customer is responsible for ensuring that

- a) it seconds to the events, with no costs incurring for ADS-TEC, such attendees who are suitable in terms of expertise and ability and who hold the required pre-qualification;
- b) attendees complete the corresponding recurring examinations and certifications prior to the expiry date of awarded completion certificates; and
- c) any activities on the Serviced Items will only be performed by holders of a valid completion certificate awarded by the Training Desk for the area concerned, to the extent to which said is of relevance in terms of preservation of rights and claims vis-à-vis ADS-TEC.

7 Force Majeure

7.1.1 In instances when an event of Force Majeure arises, the parties' performance obligations pursuant to these Supplemental Terms of Support shall for the persistence thereof be suspended.

7.1.2 "**Force Majeure**" means an external event brought about by the elementary forces of nature or by the actions of third parties that is unforeseeable according to human reason and experience, and that even when applying the utmost care reasonably to be expected in the circumstances in question cannot be prevented or remedied by economically tolerable means nor is to be accepted due to its frequency.

7.1.3 The parties may, if agreed, terminate the Master Agreement and/or the SLA if a Force Majeure event persists for longer than three (3) months and an amicable amendment to the terms of agreement fails.