

EVC Special Conditions v1.7

1 Interpretation

- 1.1 Capitalised words used in these Special Conditions and not otherwise defined shall have the meaning given to them in the Standard Terms and Conditions.
- 1.2 Where the following words are used in these Special Conditions, they have the meanings set out below.
- 1.3 **“Egg App”** means Egg’s mobile software application, the ‘Egg’ app, and associated web based platform that will be made available to End Users of the Equipment in accordance with these Special Conditions.
- 1.4 **“Egg App Customer Terms and Conditions”** means Egg’s standard terms and conditions (as updated and/or amended from time to time) that all users of the Egg App must accept as a condition of access and use thereof.

2 Equipment

- 2.1 For the purposes of these Special Conditions, **“Equipment”** shall include any electric vehicle charging (**“EVC”**) hardware or equipment installed at the Site which has either been (i) supplied and installed by Egg or (ii) approved by Egg’s Network Team for operation, maintenance and/or servicing by Egg and included in the Asset List set out in the Quotation and/or appended to the Order Form. Provision of Services in respect of Equipment falling under limb (ii) above may be subject to additional Special Conditions and/or carved out of any applicable Service Level Agreement, as set out in the Quotation and/or Order Form.
- 2.2 Where Egg agrees to provide any Services in respect of Equipment falling under limb (ii) of paragraph 2.1 above, this shall be subject to You:

- 2.2.1 providing to Egg a full list of all of the hardware assets to be included within the scope of the relevant order confirming in respect of each unit the remaining term of any applicable manufacturer’s warranty or confirming that no such warranty remains in force (**“Asset List”**);
- 2.2.2 providing to Egg the contact information for the manufacturer/distributor of each unit of hardware included in the Asset List; and
- 2.2.3 unless otherwise agreed, paying all of Egg’s reasonable charges incurred in surveying the assets prior to the Agreement coming into force.

- 2.3 Subject to You complying with Your obligations under paragraph 2.2, Egg shall propose a schedule of adoption for the hardware following the Agreement coming into force.

3 Installation - EVC

- 3.1 Where You engage Egg to undertake enabling works prior to installation of the Equipment, We will ensure that:
 - 3.1.1 sufficient electricity supply capacity is available at the Site for the proposed design, including, where necessary, liaising with the local DNO and/or engaging an IDNO and/or ICP to procure an upgrade to the existing supply (where required);
 - 3.1.2 the ‘Apply to Connect’ process with the local DNO is completed and all necessary permissions have been granted;
 - 3.1.3 a full-load rated power connection point on the inside of an external wall, or to

the provided feeder pillar, terminated with a suitable all-poles disconnection switch is available; and

- 3.1.4 a suitable space to mount the required switchgear (wall or feeder pillar) is available,

("Enabling Works").

- 3.2 For the avoidance of doubt, title in any equipment, apparatus or infrastructure that is adopted by the relevant IDNO following completion of the Enabling Works ("**Adopted Equipment**") shall not pass to You and Egg gives no warranties and accepts no liability in respect of such Adopted Equipment.

- 3.3 Where the Quotation does not provide for Enabling Works, You shall be responsible for the items set out in paragraph 3.1 and You must ensure that each of these requirements have been satisfied before We will commence the Installation. If in Egg's opinion any element of the Enabling Works procured by You from a third party is inadequate or not fit for purpose, Egg reserves the right to charge You for any rectification to such Enabling Works as is necessary and for the costs of any resulting delay.

- 3.4 In carrying out the Installation of the Equipment, Egg will:

- 3.4.1 undertake and complete all necessary supporting civils works (i.e. drilling, trenching, installation of ducting etc.) and the laying of all cabling;

- 3.4.2 install and connect all power management and protection hardware (load guards, comms enclosures, switch gear, distribution boards etc.) and feeder pillars;

- 3.4.3 supply and install all blocks, barriers and signage and complete all bay markings,

in accordance with the Quotation and Detailed Design,

4 Remote Management Services

- 4.1 Egg will ensure the Equipment is connected to the Back-Office Platform, which Egg will configure and set up following commissioning of the Equipment.

- 4.2 You shall have the opportunity to confirm to Egg in writing the name, job title and contact details of Your employee(s), contractor or agent (as applicable) who will, from time to time, have primary responsibility for each piece of Equipment on Your behalf (the "**Primary POC**"). The Primary POC and any other persons authorised by You, will be given access to the Back-Office Platform web-portal. The Back-Office Platform web-portal will enable the Primary POC (and any other authorised users) to:

- 4.2.1 see how Your chargers are being utilised;

- 4.2.2 see the amount of energy (kWh) that has been delivered;

- 4.2.3 review payment tariffs (if applicable);

- 4.2.4 see the status of Your chargers and raise Service Tickets (as described below); and

- 4.2.5 download usage reports.

- 4.3 You acknowledge and agree that Egg has licenced the Back-Office Platform from a third party provider ("**Back-Office Platform Provider**") and Your access to the Back-Office Platform shall be subject to the following conditions:

- 4.3.1 You shall not, and shall procure that Your employees, agents and sub-contractors shall not, directly or indirectly:

- (a) provide access to the Back-Office Platform to any third party;

- (b) modify or create a derivative work of the Back-Office Platform or any portion of it;

- (c) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to the Back-Office Platform;
 - (d) break or circumvent any security measures of the Back-Office Platform, or attempt to configure the Back-Office Platform in any way disrupt the integrity, performance or security of the Back-Office Platform;
 - (e) access the Back-Office Platform for the purpose of building a competitive product or service or copying its features or user interfaces;
 - (f) introduce any viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful to the Back-Office Platform;
 - (g) attempt to gain unauthorised access to the server on which the Back-Office Platform is stored or any server, computer or database connected to the Back-Office Platform;
 - (h) use or permit the Back-Office Platform to be used for any manner inconsistent with the Agreement; and
 - (i) any additional terms as Egg may notify to You in writing from time to time.
- 4.3.2 You shall not, and shall procure that Your employees, agents and sub-contractors shall not, use or permit the use of the Back-Office Platform or the Egg App in connection with any unlawful, illegal, fraudulent, or harmful activity, or in connection with any other activity that may harm the reputation of Egg;
- 4.3.3 Egg shall act as data controller in respect of any personal data that is processed via the Egg App and shall process that data in accordance with Egg's privacy policy (which all users of Egg App will be required to accept as a condition of access).
- 4.4 Egg shall ensure that the Back-Office Platform Provider is obliged to hold an ISO/IEC 27001 certificate at all times and is obliged to have in place appropriate physical, technical, administrative, and organizational measures and safeguards to protect data held within the Back-Office Platform.
- 4.5 24/7 1st line support shall be available to End-Users of the Equipment via the Egg App.
- 4.6 Subject to You paying the Recurring Charges (as set out in the Quotation and/or Order Form), Egg's Network Team will undertake the day to day remote operation and management of the Equipment via the Back-Office Platform during Working Hours, which shall include:
- 4.6.1 managing remote access to the Equipment;
 - 4.6.2 managing users and creating new user profiles where required;
 - 4.6.3 supplying, commissioning and administering RFID fobs and/or QR codes (where applicable);
 - 4.6.4 monitoring the Equipment and identifying and notifying You of faults; and
 - 4.6.5 implementing remote firmware updates (where applicable).
- 4.7 In addition, Egg's Network Team will:
- 4.7.1 notify the Primary POC(s) promptly of any modifications to the functionality or accessibility of the Back-Office Platform from time to time;
 - 4.7.2 supply all necessary passwords and log-in details to enable the Primary POC and Your other employees/agents

to access and use the Back-Office Platform;

4.7.3 promptly identify and attempt to rectify any errors, failures or malfunctions of the Back-Office Platform so as to restore Your access as soon as possible and to minimise disruption to You and the use and operation of the Equipment by End Users; and

4.7.4 on request from the Primary POC, administer any changes to the payment tariffs for the Equipment (where applicable).

4.8 Where the Equipment is not functioning correctly, a Service Ticket can be raised with the Service and Support Team by one (or more) of the following means:

4.8.1 the Network Team will raise a Service Ticket if they identify a possible fault via the remote monitoring of the Equipment or if they receive a fault notification alert from the Equipment;

4.8.2 The 1st line support will raise a Service Ticket if they are unable to resolve an issue reported by an End-User; and

4.8.3 the Primary POC can raise a Service Ticket by emailing support@crackingenergy.com.

4.9 Service Tickets will be acknowledged by the Service and Support Desk within 1 Business Day ("**Service Ticket Acknowledgement**") and the Service and Support Desk will then carry out diagnostics in order to attempt to identify the issue. The Service and Support Team shall be suitably trained to recognise common user errors and faults with the Equipment and will attempt to rectify these through performing soft-resets, remote cable releases and starting/stopping the End User's charging session (as appropriate). The Service and Support Team can also assist with requests for receipts, granting access to private customer groups, changing Equipment configurations and issuing RFID fobs (as required).

4.10 Where an issue is deemed one that may be remediable remotely, subject to the Egg Service and Support Team being able to access the Equipment remotely, a Service and Support Team member will access the Equipment to attempt to resolve the issue by means of adjusting the settings and/or configurations, configuring and/or resetting the SIM card and/or updating the firmware, as appropriate, ("**Remote Maintenance**") in accordance with the applicable Service Level Agreement.

4.11 Following completion of its diagnosis, the Service and Support Team may determine that the quickest resolution is for a Customer employee at the Site to perform a re-boot of the Equipment. Egg reserves the right to request that a representative from the Site conducts this re-boot and the Service and Support Team will be able to provide instructions remotely.

4.12 Where the Service and Support Team are unable to rectify the issue remotely and the Equipment is available for use by the public, they will ensure that the Equipment is taken offline and removed from any applicable roaming platforms, and then proceed in accordance with paragraph 7 below.

5 Payment Facilitation Services

5.1 Where You wish to charge End-Users of the Equipment, the following terms shall apply to the processing and reconciliation of payments made by End Users via the Egg App and/or Back-Office Platform:

Contactless payment transactions

5.1.1 where the contactless payment terminals have been installed on the Equipment, Egg will complete the registration of the contactless payment terminals with the manufacturer, which usually takes around 14 calendar days;

5.1.2 once the payment terminals are registered with the manufacturer, Egg will connect the terminals to the Back-Office Platform via API. Each payment terminal will be associated with the relevant unit and set to active;

5.1.3 the payment terminals will be registered to Back-Office Platform Provider's MID account;

Card not present transactions

5.1.4 Egg will provide stickers containing QR codes and instructions on how End Users can either (i) download the Egg App in order to register a payment card and make payments through the Egg App or (ii) make a web based card payment via an online payment gateway;

All transactions

5.1.5 You agree that Egg shall act as Your commercial agent in the conclusion of purchases made by End Users through the Egg App, and to collect the payments owed to You in respect of those purchases. You hereby approve the Egg App Customer Terms and Conditions (which shall be incorporated by reference into these Special Conditions) and agree to be bound thereby. You agree that You will be responsible for compliance with any obligations that the Egg App Customer Terms and Conditions state are for the owner of the Equipment and to indemnify and hold harmless Egg in respect of any claims made against Egg by End Users relating to such obligations, save where the claim arises wholly from a breach by Egg of the terms of the Agreement.

5.1.6 The Back-Office Platform shall process orders relating to the charging of electric vehicles made by End Users via the Back-Office Platform, and a notification of order acceptance shall be provided to the End User via the Egg App. You grant authority to Egg (and its agents, including the Back-Office Platform Provider) to receive payments for full settlement of the payment obligation from the users; and

5.1.7 each transaction processed via the Back-Office Platform shall be subject to

the transaction fee set out in the Quotation and/or Order Form. Transactions and fees will be recorded in the Back-Office Platform and funds will be received into Your 'Team Wallet' (minus the relevant transaction fee); and

5.1.8 Your nominated bank account will be connected to the Back-Office Platform using the IBAN account number. Withdrawal of funds from Your Team Wallet to the nominated bank account will automatically occur every 30 days but can also be made by You on an ad hoc basis.

5.2 End User payment card data processed via the Back-Office Platform is handled and stored in compliance with the Payment Card Industry Data Security Standard in accordance with the applicable PCI policy.

6 Annual Service

6.1 Subject to You paying the Recurring Charges, Egg will attend the Site to inspect, test and service the Equipment on an annual basis in accordance with Egg's EVC planned maintenance checklist. Following completion of the service visit, Egg will provide You with a full report confirming all items checked, any repairs or replacements effected and any firmware updates applied.

6.2 Annual Service visits shall be carried out in accordance with the applicable Service Level Agreement.

6.3 In the event that Egg's technicians attend the Site to carry out On-Site Maintenance Services, they may also, during that visit, conduct the annual inspection as detailed in paragraph 6.1 above (if applicable), providing that at least 9 months have passed since the previous inspection.

7 On-Site Maintenance Services

7.1 Where an issue is not resolved remotely by the Service and Support Team, next steps will be dependent on the Hardware Management

Services Package you have selected, as follows:

7.1.1 **Business Essentials:** The Service and Support Team will close the Service Ticket and advise You in writing of the relevant charges that will apply if you wish Egg's On-Site Maintenance Team to attend the Site. Where you confirm in writing that you want Egg's On-Site Maintenance Team to attend the Site, the Service and Support Team will raise a Service Ticket with the On-site Maintenance Team;

7.1.2 **Business Plus:** the Service and Support Team will automatically raise a Service Ticket with the On-site Maintenance Team,

("Service Ticket Escalation")

7.2 The Service and Support Team will contact the Primary POC to arrange for a technician to attend the site to assess the Equipment in accordance with the applicable Service Level Agreement.

8 **Service Level Agreement**

8.1 The Service Level Agreement for EVC Maintenance Services shall be as set out below dependant on the Hardware Management Services Package You have selected:

8.1.1 **Business Essentials**

Service	Service Level	Service Credit Payable
Remote Maintenance	Remote fix to be attempted within 2 Business Days of Service Ticket Acknowledgement	N/A
On-Site Maintenance	On-Site Maintenance Team to attend Site within 5	N/A

	Business Days of Service Ticket Escalation	
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8.1.2 **Business Plus**

Service	Service Level	Service Credit Payable
Remote Maintenance	Remote fix to be attempted within 1 Business Day of Service Ticket Acknowledgement	10% of the of the monthly Recurring Charge payable in respect of the affected Equipment for each Service Ticket in respect of which the service level was not met.
On-Site Maintenance	On-Site Maintenance Team to attend Site within 3 Business Days of Service Ticket Escalation	10% of the of the monthly Recurring Charge payable in respect of the affected Equipment for each Service Ticket in respect of which the service level was not met.

Annual Service	Annual service to be performed within 15 months of the installation date or most recent service visit.	10% of the of the monthly Recurring Charge payable in respect of the affected Equipment.
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8.2 For the avoidance of doubt, Egg shall be deemed to have met the relevant service level where it offers an on-site appointment time within the relevant response window notwithstanding that You are not able to facilitate such appointment time.

9 Managed Service

9.1 This paragraph 9 shall only apply where Egg provides the Equipment as a Managed Service.

9.2 Without prejudice to any of Egg's other rights or remedies under the Agreement, in the event that You fail to make any payment when it becomes due, We shall be entitled (and You

hereby authorise us) to instruct the Back-Office Platform Provider to do any or all of the following:

9.2.1 freeze Your ability to make withdrawals of funds generated from End User transactions from Your "Team Wallet";

9.2.2 re-direct all funds held or paid into Your "Team Wallet" to Egg's "Team Wallet" for such period until We have recovered (or You otherwise make payment of) all sums owed under the terms of the Agreement (including any interest).

9.3 Where we exercise our rights under paragraph 9.2, We shall not be liable for any costs or losses sustained or incurred by You arising as a result of such action. However, where You then make payment of all overdue sums (including any interest) and do not fail to make any further payments during the term of the Agreement, we shall, at Our sole discretion, credit any amounts paid into the Egg "Team Wallet" pursuant to paragraph 9.2 against Your final invoice.