

Last Revised: July 5, 2023

Service Level Agreement

This Service Level Agreement (this “**SLA**”) is subject to and forms a part of the Loop Network Access Terms and Conditions available at [https:// loopglobal.com/loop-network-access-agreement-terms.pdf](https://loopglobal.com/loop-network-access-agreement-terms.pdf) and the Loop Network Access Agreement entered into between Loop Global, Inc. and the applicable Customer (collectively, the “**Agreement**”). In the event of a conflict between the terms of this SLA and the terms of the Agreement, the terms of the Agreement shall govern. Any capitalized terms not defined herein shall have the meaning prescribed to them in the Agreement.

1. DEFINITIONS. The following capitalized terms will have the definitions set forth below:

1.1 “Charger Downtime” means, with respect to a Loop EVSE unit connected to the Loop Network, the total amount of time during any calendar month, measured in minutes, during which such Loop EVSE unit is not operational, excluding any time that any Loop EVSE unit is not operational due to (a) a Force Majeure Event, (b) Charger Scheduled Maintenance, (c) non-compliance by Customer with any provision of the Agreement or this SLA (including failure to supply electricity to the Loop EVSE), (d) actions or inactions of Customer, its employees or third parties engaged by Customer (e.g., any maintenance performed by Customer, or Customer intentionally or unintentionally powering off or damaging the Loop EVSE, or faulty wiring or installation of the Loop EVSE by Installer), (e) outages caused by third-party connections or utilities, including Internet service providers or cellular network providers or (f) if Customer elects to connect to the Services through its existing Wi-Fi network, any performance of Customer’s systems or the Internet.

1.2 “Charger Scheduled Maintenance” means planned maintenance performed by Loop on Loop EVSE equipment upon at least 48 hours’ prior notice of such maintenance, to be notified by email, or other maintenance requested by Customer.

1.3 “Force Majeure Event” means any act, event, or occurrence beyond Loop’s reasonable control, including, without limitation: issues arising from problems in the software, firmware or hardware of Loop’s suppliers or technology providers; outages or issues with upstream providers or network carriers; acts of God; fires; floods; storms; landslides; epidemics; pandemics; lightning; earthquakes; drought; blight, famine; quarantine; blockade; governmental acts or inaction; orders or injunctions; war; insurrection or civil strife; sabotage; explosions; labor strikes; work stoppages; and acts of terror.

1.4 “Network Downtime” means the total amount of time during any calendar month, measured in minutes, during which the Customer is not able to access the features and functions of the Services, excluding any time that the Services are not available due to (a) a Force Majeure Event, (b) Network Scheduled Maintenance, (c) non-compliance by Customer with any provision of the Agreement or this SLA; (d) actions or inactions of Customer or third parties (including Customer’s employees, agents, contractors, or vendors, including Installer); (e) Customer’s use of the Services after Loop has advised Customer to modify its use of the Services, if Customer did not modify its use as advised; (f) if Customer elects to connect to the Services through its existing Wi-Fi network, performance of Customer’s systems or the Internet; (g) periods of downtime of the EVSE; or (h) outages caused by third-party network connections or utilities, including internet service providers or cellular network providers, or any systemic Internet failures.

1.5 “Network Scheduled Maintenance” means planned maintenance performed by Loop on Loop Network upon at least 48 hours’ prior notice of such maintenance, to be notified by email, or other maintenance requested by Customer.

1.6 “**Normal Business Hours**” means 8 a.m. to 5 p.m. Pacific Time, Monday through Friday, excluding holidays.

1.7 “**Total Monthly Time**” means the total minutes in the relevant calendar month. For any partial calendar month during which Customer uses the Services, availability will be calculated based on the entire calendar month, not just the portion for which Customer subscribed.

1.8 “**Total Monthly Charging Time**” means the total minutes in the relevant calendar month. If any Loop EVSE unit is installed mid-month, availability will be calculated based on the entire calendar month, not just the portion during which such Loop EVSE unit was installed.

2. PERFORMANCE

Loop’s Charger Uptime Guarantee, as described in Section 2.1, applies during the Term with respect to Loop EVSE units connected to the Loop Network and that are within the Warranty Period.

Loop’s Network Uptime Guarantee, as described in Section 2.2, applies during the Term with respect to (a) non-Loop EVSE units connected to the Loop Network and (b) Loop EVSE units outside the applicable Warranty Period.

2.1 Charger Uptime Guarantee: Until the earlier of the expiration of the Warranty Period or the Term, solely with respect to Loop EVSE units connected to the Loop Network, Loop will ensure that Charger Uptime for such Loop EVSE unit equals or exceeds ninety-nine percent (99%) during each calendar month (the “**Charger Uptime Guarantee**”). Charger Uptime shall be measured, for any particular calendar month, as the ratio (expressed as a percentage) obtained by subtracting Charger Downtime during such month from the Total Monthly Charging Time, and thereafter dividing the difference so obtained by the Total Monthly Charging Time. Represented algebraically, Charger Uptime for any Loop EVSE unit in any particular calendar month is determined as follows:

$$\text{Charger Uptime} = (\text{Total Monthly Charging Time} - \text{Charger Downtime}) \div \text{Total Monthly Charging Time}$$

2.2 Network Uptime Guarantee: During the Term, (a) if an EVSE unit that is not a Loop EVSE unit is used to connect to the Loop Network or (b) upon expiration of the Warranty Period with respect to Loop EVSE units, Loop will ensure that Network Uptime equals or exceeds ninety-nine percent (99%) during each calendar month (the “**Network Uptime Guarantee**”). Network Uptime shall be measured, for any particular calendar month, as the ratio (expressed as a percentage) obtained by subtracting Network Downtime during such month from the Total Monthly Time, and thereafter dividing the difference so obtained by the Total Monthly Time. Represented algebraically, Network Uptime for any particular Site in any particular calendar month is determined as follows:

$$\text{Network Uptime} = (\text{Total Monthly Time} - \text{Network Downtime}) \div \text{Total Monthly Charging Time}$$

2.3 Access to Support: Customer may contact Loop’s customer support team at any time (24 hours a day, 7 days a week) by submitting a customer service ticket through the Loop App or by sending Loop an e-mail to support@loopglobal.com. During Normal Business Hours, Loop’s customer support team can also be contacted by phone at 1-888-385-6671 (1-888-EVLOOP1).

3. CUSTOMER REQUIREMENTS.

Customer is responsible for (i) paying the electricity costs for the EVSE at the Site and maintaining good standing with its electric utility provider throughout the Term, and (ii) if Customer elects to connect the EVSE to Customer’s existing Internet network (whether wireless, wired or LAN), arranging Internet connections as necessary to operate the EVSE, and will bear all costs for any such connections or other communication services necessary for the operation of the EVSE.

4. REMEDY.

In the event the Charger Uptime or Network Uptime, as applicable, falls below the Charger Uptime Guarantee or Network Uptime Guarantee, as applicable, in a particular calendar month, the Network Fees and/or Transaction Fees for such month retained by Loop will each be discounted by a percentage equal to the difference between the Charger Uptime Guarantee or Network Uptime Guarantee, as applicable, and either the Charger Uptime or Network Uptime, as applicable, for such month (“**Service Discount**”). For clarity, the Service Discount does not apply to any Activation Fees or Access Fees due to Loop.

For illustrative purposes, if a Customer selected the Pay Per Use Network Plan and is using Loop EVSE during the Warranty Period, the Transaction Fee retained by Loop would typically be 10% of all amounts collected from Drivers using the applicable Loop EVSE. If during any month the Charger Uptime for a Loop EVSE unit equals 49%, then the Service Discount would be 50% (i.e. 99% minus 49%) and Loop would only retain 5% (i.e., 50% of 10%) of the amounts collected from Drivers using the applicable Loop EVSE unit.

Loop will automatically adjust the Customer Revenues for such month to reflect any applicable Service Discount. The Service Discount shall be Customer’s sole and exclusive remedy with respect to any Charger Downtime or Network Downtime, as applicable, or any failure by Loop to meet the Charger Uptime or Network Uptime, as applicable, for any Site and any EVSE installed at such Site.

5. RESPONSE TIMES

During Normal Business Hours, Loop shall use commercially reasonable efforts to respond to Customer’s support requests in accordance with the priority levels set out below, provided that classification of any issues among priority levels shall be reasonably in accordance with the definitions specified below which shall be determined by Loop in its sole discretion:

Priority Level	Description	Initial Response Time
1	The Services are down and cannot be accessed	Within 2 hours
2	Errors in the Services affect Drivers’ ability to benefit fully from it	Within 6 hours
3	The Services experience some minor errors	Within 24 hours