

## SERVICE LEVEL AGREEMENT

### 1. Purpose and Applicability.

The purpose of this Service Level Agreement (“**SLA**”) is to formalize an arrangement between UgoWork and the entity (“**Client**”, “**you**” or “**your**”) who has entered into the Battery subscription terms and conditions and/or the Platform subscription terms and conditions of which this SLA is an integral part (the “**Agreement**”) to provide Planned Maintenance, Support Services and ensure Expected Performance (as defined below) of: (i) any subscription to the UgoWork equipment, including lithium-ion batteries for forklifts or material handling applicable, charging stations and Wi-Fi access points ordered in the applicable Purchase Order (the “**Battery**”); and (ii) any subscription to the UgoWork software platform ordered in the applicable Purchase Order or otherwise made accessible to Client by UgoWork (the “**Platform**”). For the sake of clarity; (i) this SLA does not apply to any Goods sold or ancillary Services provided by UgoWork outside of the scope of the Agreement; and (ii) this SLA may evolve over time, with additional knowledge of your requirements, as well as the introduction of new batteries and services into our support portfolio.

### 2. Definitions

All initial capitalized terms in this SLA will have the meanings set forth below, unless defined elsewhere in this SLA. All initial capitalized terms in this SLA that are not defined in this Section 2 shall have the respective meanings given to them in the Agreement:

“**Business Hours**” means the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday (except for federal and state holidays applicable in the Site’s jurisdiction).

“**Contact Information**” means the contact information of our service department, including the telephone number 1-866-615-2191 and email [service@ugowork.com](mailto:service@ugowork.com).

“**Expected Performance**” means the expected performance of the Battery, as described in its product sheet, operating manual and any other technical documentation provided by UgoWork.

“**External Cause**” means any of the following causes of an Error, with regard to the Battery: (i) your negligent, improper or non-compliant to the operating instructions (including the operator’s manual) use, misapplication, misuse, abuse of or damage to a Battery, including induced contamination, recharge by an external charger not approved by us, modification or adjustment not approved by us and any other Restriction (for greater certainty, leaving a Battery INACTIVE in an environment

where the temperature is below 0°C (32°F) for periods longer than normal stops during routine operations shall be considered improper use); (ii) natural forces or accidents including wind, lightning, hail, fire damage, earthquake, collision, vandalism, theft; (iii) damage occurring during transport of the Battery; or (iv) the malfunction or defect of the forklift or material handling equipment with which the Battery is used. An External Cause also includes, with regard to the Platform, the unavailability, suspension or expiration of the Platform or any other performance problem of the Platform that concern or result from: (w) factors beyond UgoWork’s reasonable control, including any event of force majeure, inaccessibility to Internet or related problems beyond the Platform’s demarcation point as well as any defect in, or failure or inaccessibility of, any third party product or service external to UgoWork; (x) any action or inaction on your part or on the part of a third party; (y) features or services excluded from the SLA; (iv) your or a third-party’s equipment, software or other technologies; or (z) the suspension and termination by UgoWork of your right to access and use the Platform in accordance with the Agreement.

“**Battery Downtime**” means the period of time in a twenty-four (24) hour day during which (i) the Battery is non-functional in any significant respect when it should be according to its Expected Performance for any reason other than (a) the performance of Planned Maintenance; or (b) an External Cause; and (ii) we have not provided any temporary work-around solution (such as a temporary replacement battery) allowing your forklift or material handling equipment to continue to operate.

“**Error**” means any problem or failure of the Battery or the Platform to operate in all material respects in accordance with its specifications.

“**Out-of-Scope Services**” means the following: (i) commissioning or upgrade of a Battery and any other on-site services that you and us may from time to time agree in writing are not included in the Support Services; and (ii) any services requested by you and performed by us or a Service Partner in connection with any Error that is reasonably determined by us to have been caused by an External Cause.

“**Planned Maintenance**” means any preventative, routine or scheduled maintenance which is performed by us or a Service Partner with regard to the Battery and the Platform to ensure that the Battery is maintained in good operating condition and that its performance meets the Expected Performance, including mechanical inspections, replacement or repair of a worn part

(including the Battery's lithium-ion pack) and updates to the Platform and software.

**"Resolve"** and the correlative terms **"Resolved"**, **"Resolving"** and **"Resolution"** means, with respect to any Error, that the Error has been corrected and that you have confirmed such correction and your acceptance of it.

**"Respond"** and the correlative terms **"Responded"**, **"Responding"** and **"Response"** means, with respect to any Error, that we have given you an acknowledgement of receipt and obtained all preliminary information necessary to allow us to work on Resolving the Error.

**"Service Partners"** means the service providers designated or approved by you who will provide on-site technical interventions regarding the Battery.

**"Support Services"** means our support of the Battery and Platform, including the identification, diagnosis, and correction of Errors by (i) telephone or email assistance by means of the Contact Information; (ii) access to technical information on the Battery for proper use of the Battery; (iii) access to technical information on the Platform for proper use of the Platform; and (iv) on-site technical intervention at your facility by a qualified representative of a Service Partner when necessary, in all cases, except for Out-of-Scope Services.

**"UgoWork"**, **"we"**, **"us"** or **"our"** refers to the legal entity party to the Agreement, it being understood that in the event that no entity is identified (i) it shall be Ingeniarts Technologies USA Inc. if the Client's address is in the United States or (ii) it shall be Ingeniarts Technologies Inc. (dba UgoWork) if the Client's address is outside the United States.

### **3. Support Services**

We shall perform all Support Services throughout the Term in accordance with the terms and conditions of this Section 3.

**(a) Real-Time Monitoring.** We will use reasonable commercial efforts to detect Errors before they materially affect your operations or the functionality of the Battery or the Platform through our real-time monitoring of Usage Data (as defined in the Agreement) collected from the Battery and the Platform. We will provide the appropriate Support Services to Resolve any Error so detected. For greater certainty, we expressly disclaim all liability regarding our failure to identify or anticipate any Error before they occur.

**(b) Support Service Requests.** In the event that an Error is communicated to us by you through a request placed by means of the Contact Information (a **"Service Request"**) (and provided that the Error is sufficiently well

described and documented in the Service Request), we will use reasonable commercial efforts to Respond to and Resolve the Error within a commercially acceptable delay.

**(c) Updates.** We shall give you, from time to time or upon your written request, electronic or other written reports and updates detailing the nature and status of our efforts to correct any Error, and/or our service level performance, including the expected timing for Resolving the Error, to the extent assessable.

**(d) Out-of-Scope Services.** We shall, at your request, provide Out-of-Scope Services.

**(e) Battery Replacement.** You agree that we may, with regard to the Battery, in lieu of repairing a Battery or performing any Support Services, and in our sole discretion, replace any such Battery with replacement Battery of the same type and such replacement Battery shall be treated as the originally delivered Battery for all other purposes under this SLA and the Agreement from the time of such replacement.

### **4. Planned Maintenance**

We will perform Planned Maintenance; it being agreed that you will be notified of such Planned Maintenance at least twenty-four (24) hours in advance and that Planned Maintenance will be performed during your normal business hours and will be carried out in such a way as to limit the impact on your operations.

### **5. Fees**

Payment to us of the Fees and all other fees and charges set forth in the Agreement will constitute payment in full for the performance of the Support Services and Planned Maintenance and you will not be responsible for paying any other fees, costs, expenses, or other charges for or in connection with the Support Services or Planned Maintenance. In consideration of our performance of any Out-of-Scope Services, you shall pay us fees for such Out-of-Scope Services at the applicable standard time and materials rates (including any amount billed to us by a Service Partners involved in any such Out-of-Scope Services, as applicable).

### **6. Client Remedies**

**(a) Default.** Our repeated and serious failure to Resolve Errors within a commercially acceptable delay for Service Requests will constitute a breach by us of a material term under the Agreement (a **"SLA Material Breach"**), it being agreed that, to the fullest extent permitted by law, the remedies provided for in the following paragraph shall constitute your sole and exclusive remedies with respect to any breach, delay, interruption, or failure by UgoWork in the performance of its obligations under this SLA.

(b) **Remedies.** In the event of an SLA Material Breach, you may, upon written notice describing in reasonable detail the nature of the SLA Material Breach, suspend payment of upcoming subscription fees related to the Battery and/or Platform affected by the SLA Material Breach until such SLA Material Breach has been cured at your reasonable satisfaction. Any such suspension of payment shall not constitute a default by you, provided that the suspension is made in good faith based on a documented and uncured SLA Material Breach and provided that the payment of subscription fees resumes immediately after such SLA Material Breach has been cured at your reasonable satisfaction. If the SLA Material Breach is not cured within sixty (60) days after your initial written notice pursuant to this paragraph, you shall have the right to terminate the subscription term of to the Battery and/or Platform affected by such SLA Material Breach in accordance with the terms of the Agreement.

(c) **Service Partner Selection.** Notwithstanding what is provided elsewhere in this SLA, you understand that our ability to promptly resolve Errors and answer Service Requests, as well as our ability to avoid or limit Battery Downtime is dependent on the availability and responsiveness of selected Service Partners. Therefore, in the event that we reasonably determine that a Service Partner does not offer the availability or responsiveness required for us to meet our obligations under this SLA or does only offer to do so at prohibitive rates, but you

(c)

prefer that we retain the services of that Service Partner rather than another service provider suggested by us for any reason, we shall not be liable, and you shall have no remedies against us for any Battery Downtime or failure to promptly Resolve Service Requests attributable to that Service Partner.

## 7. **CLIENT OBLIGATIONS**

(a) **Technical Contact.** You will (i) designate the individual(s) who will act as a direct liaison with us and Service Partners (as applicable) and be responsible for communicating with, and providing timely and accurate information and feedback to, us and the Service Partners (as applicable) in connection with the Support Services (each such individual, a “**Technical Contact**”). Except for emergency situations. The Technical Contact(s) will be the sole liaison(s) between you and us in sending Support Requests and communicating with us and the Service Partners in connection with any matters relating to the provision of the Support Services and Planned Maintenance.

(b) **Other Obligations.** You will provide us with (i) prompt notice of any detected Errors or Battery Downtime; (ii) to the extent reasonably necessary to allow us and/or the Service Partners (as applicable) to Resolve any Error or perform Planned Maintenance, direct access to the Battery at your facility; and (iii) such other reasonable cooperation and assistance as we or the Service Partners may request.