

**Schedule 3C: Service Level Agreement (SLA)**

These terms and conditions apply to all Customers buying EV Charging Services containing a Service Level Agreement (SLA).

**1 Service Levels**

- 1.1 Supplier shall at provide the Services in accordance with the relevant Service Levels set out in the Service Levels Table in the Contract Particulars, save where alternative Service Levels are agreed in respect of a specific Customer Site or Charging Point(s) under a Contract.
- 1.2 Service Levels apply to EV Charging Points installed by Drax at Customer Sites on the UK Mainland. Service Levels do not apply to Customer Sites on islands or in Northern Ireland unless expressly agreed in the Contract Particulars.

**2. Service Credits**

- 2.1 Save where a failure to meet agreed Service Levels is caused by an event relating to Force Majeure, the Customer may seek payment the Service Credits detailed in the table where the achieved performance levels of the Services fall below the agreed Service Levels.
- 2.2 Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.
- 2.3 A Service Credit shall be the Customer's exclusive financial remedy for Drax's failure to meet a Minimum Performance Threshold.
- 2.4 When Customer seeks to claim payment of Service Credits, Supplier will credit the amount to the next invoice payable by the Customer under the Contract as a price adjustment up to a maximum of 25% of the invoiced amount. Service Credits shall in no circumstances be paid to the Customer in cash.
- 2.5 If the Customer is seeking payment of Service Credits corresponding to Service Levels it shall notify Supplier in writing. Customer must claim any Service Credits due by the end of the calendar month following the month in which the performance failure occurred otherwise Customer waives its rights to recover those Service Credits.

**3. Reporting**

- 3.1 Supplier shall notify the Customer in writing as soon as reasonably practicable upon becoming aware that the performance of any Service under a Contract is likely to or has failed to meet the relevant Service Level.
- 3.2 Supplier shall implement all measurement and monitoring tools and procedures necessary to measure, monitor and report on its performance in delivery of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.
- 3.3 Service Levels shall be reported on a monthly basis, on or before the 20<sup>th</sup> day of each calendar month for activity in the preceding calendar month.

**4. Limitations & Exclusions**

- 4.1 Supplier performance during any period during which a Service Level is suspended pursuant to the Conditions including without limitation where Customer action or inaction has prevented performance shall not count

towards the calculations carried out to determine whether the relevant SLA has been achieved. This includes, without limitation, any period where Drax is waiting for a customer response to correspondence or assistance with site access.

- 4.2 If the Customer does not pay Drax all undisputed amounts due under the Contract on the dates they are due, Drax may suspend the Service Levels upon ten (10) Business Days' notice until the Customer has paid Drax all outstanding amounts.

**5. Escalation Procedure**

- 5.1 Supplier shall confirm the receipt of all notifications from the Customer that the Services are not being performed in accordance with the agreed Service Levels in writing within seven (7) days of receipt and shall respond with a proposed resolution within a further period of ten (10) days.
- 5.2 Supplier shall log, track and keep records of all written escalations.
- 5.3 Escalations shall initially be referred to the Level 1 of the escalation process as per the Escalation Levels Table in the Contract Particulars.
- 5.4 If an escalation is not resolved it shall be escalated through each level in the escalation levels table in in ascending order until it is resolved. Each of the Parties' representatives referred to in the escalation levels table shall attempt in good faith to negotiate a settlement within the timescales set out in the escalation levels table (or such other period agreed between the Parties) and shall refer the matter to the next level of escalation in the event that no settlement is achieved.

**6. Implementation Phase**

- 6.1 The SLA regime relating to an EV Charging Point will take effect from the date falling 3 months after the installation or adoption of that EV Charging Point by Supplier, such period to be known as the Implementation Phase, and the parties will not seek to apply the Service Credit provisions which will only apply after the Implementation Phase has passed.
- 6.2 The Parties will agree the final SLAs which will apply to the EV Charging Points during the Implementation Phase. Circumstances encountered during installation and/or implementation may require changes to be made to SLAs originally populated in the Contract Particulars Form to reflect such circumstances. These include, without limitation, site access requirements not previously captured. If required such changes will be captured in a further Contract Particulars Form by both parties, acting reasonably.