



STRAWBERRY ENERGY LONDON LIMITED MAINTENANCE SERVICES POLICY

Strawberry Energy London Limited (“We”) are committed to providing suitable Maintenance Services.

This Policy (together with our terms and conditions detailed within your agreement with us) sets out the basis upon which we will provide Maintenance Services for the maintenance of the Strawberry Smart Benches.

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this Policy.

Apparatus: means the Smart Benches as specified in your agreement with us.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Corrective Maintenance: means:

- (a) making any adjustments to the Apparatus; and
- (b) replacing any parts or components of the Apparatus, required to restore it to good working order in accordance with clause 2.

Contracting Party: A party with whom we have an agreement to install and operate our Apparatus across agreed Sites.

Excluded Causes: means:

- (a) any maintenance, alteration, modification or adjustment performed by persons other than us or its employees, agents or sub-contractors;
- (b) the Customer or a third party moving the Apparatus; and
- (c) any misuse or abuse to the Apparatus not in our reasonable contemplation or in accordance with the terms of use.

Excluded Maintenance: any maintenance services required to restore any malfunctioning or failed Apparatus to good working order where the malfunction or failure results from or is caused by any of the Excluded Causes.

Emergency Maintenance:

- (a) making any adjustments to the Apparatus; and
- (b) replacing any parts or components of the Apparatus, required to restore the Apparatus to good working order in accordance with clause 2.1 and clause 2.3.

Maintenance Services: those services detailed in clause 2.1 below, Corrective Maintenance and Emergency Maintenance of the Apparatus.

Normal Business Hours: 9.00 am to 6.00 pm GMT on a Business Day.

Site: means the site(s) at which the Apparatus has been installed as detailed in your agreement with us.

2. Maintenance Services

2.1. Strawberry will conduct the following services in relation to our Apparatus:

- 2.1.1. Functionality checks of the Apparatus;
- 2.1.2. Replacement/changing of any Sponsor advertising material(s);
- 2.1.3. Replacement of any charging cables or cords (where cables exist);
- 2.1.4. Repair/restoration to the Apparatus in the event the Apparatus is vandalised; and
- 2.1.5. Any repair/restoration works to the Apparatus to bring it to the functional state.

2.2. We will reasonably endeavour to attend each Site during Normal Business Hours at least **twice a year**, to be limited to performing routine checks, and if required, Maintenance Services.

2.3. On the Contracting Party informing us that the Apparatus is malfunctioning or is otherwise not in good working order, or that there has been an incident we shall:

- 2.3.1. use reasonable efforts to attend the site(s) during Normal Business Hours within twenty-four (24) hours of receipt of notification, to ensure minimum functionality as follows:
 - 2.3.1.1. USB charging functionality;
 - 2.3.1.2. Wireless charging functionality;
 - 2.3.1.3. Data measuring functionality;
- 2.3.2. use reasonable efforts to perform Corrective Maintenance of the Apparatus within a reasonable time frame; and
- 2.3.3. attend the site(s) three (3) days after any such complaint to ensure satisfactory functionality of the Apparatus as follows:
 - 2.3.3.1. Real time data measuring functionality is available
 - 2.3.3.2. WiFi internet connection is available.

2.4. In performing the Maintenance Services, we shall use reasonable endeavours to restore any malfunctioning or failed Apparatus to good working order while in attendance at the site(s). Where this is not reasonably practicable, or not reasonably practicable within Normal Business Hours (in the case of Corrective Maintenance), we shall, at our discretion, either arrange for a further visit to the site(s) within Normal Business Hours to complete the repair, or remove or replace the Apparatus or part of the Apparatus for repair off-site.

2.5. In conducting Maintenance Services, we will use reasonable endeavours to ensure that all personnel shall, while on site, comply with reasonable health and safety standards.

3. Excluded Maintenance

- 3.1. We are not obliged to perform any Excluded Maintenance activities. We will use reasonable efforts to address any consequences of Excluded Maintenance through our routine checks under clause 2.1 above

4. Service commitments

- 4.1. We are committed to operating a reliable service on all of our Apparatus, however circumstances may arise where we are unable to provide services, which include, but are not limited to, the following:
 - 4.1.1. Circumstances which are beyond our control; and
 - 4.1.2. Busy periods of the day where it may not be possible to use the services offered through our Apparatus due to high demand.
- 4.2. Whilst we cannot always guarantee that services will be fully available, we will use reasonable endeavours to ensure that this is not the case.

5. Operational Limitations Due to Energy Availability

Given that our Apparatus, including all versions of Strawberry Smart Benches, is powered entirely by 100% clean solar energy, it is subject to operational limitations based on the availability of sunlight on the spot of installation. In instances where there is insufficient sunlight to power the Apparatus, such as during extended periods of cloudy or inclement weather, the system may enter an energy-saving mode to conserve power. This energy-saving mode is designed to ensure the longevity and integrity of the Apparatus while minimizing energy consumption until sufficient sunlight is available to return to regular operation.

During energy-saving mode, the following functionalities may be limited or temporarily unavailable:

- USB charging functionality
- Wireless charging functionality
- Real-time data measuring functionality
- WiFi internet connection

The Apparatus is equipped with intelligent energy management systems that monitor power levels and automatically adjust operational modes to optimize energy use. Once the Apparatus detects adequate sunlight to recharge its batteries, it will automatically exit energy-saving mode and resume regular operations, restoring full functionality to users.

6. Changes to this Policy

- 6.1. We reserve the right to make changes to this Policy in the future. Any changes we make to this Policy in the future will be posted on this page and you are expected to check this page from time to time to take notice of any changes made.]

Effective Date: 1.1.2021