

# EXHIBIT A

## Product Warranty, Service & Support

Product	Site & Installation Approval Checklist	Warranty Service & Support*	Price	VectorStat Diagnostic Portal*	Web Self Help & Ticketing (24/7)	Phone 8am-8pm (EST)	Onsite Support	Parts	Labor	Travel
DC Fast Charge and Renewable Energy Products	Required	Standard 2yr warranty	Included. Additional charges for remote locations.	Included	Included (<24 hr. response)	Included	<3 business days	Included	Included	Included
DC Fast Charge and Renewable Energy Products	NA	Optional 3yr Warranty Extension	See Quote. Pricing varies by product and deployment region (e.g.: Urban, Suburban and Remote) to account for travel time and cost differences.	Included	Included (<24 hr. response)	Included	<3 business days	Included	Included	Included

- 1) Subject to Rhombus Terms and Conditions.
- 2) Site Installation & Approval Checklist completed and signed by Rhombus, or a 3<sup>rd</sup> party representative approved by Rhombus, is required for base and extended warranty eligibility.
- 3) Urban: Within 30 min drive of international airport (48 contiguous states). Suburb: Within 30-60 min drive of international airport (48 contiguous states). Remote: Greater than 1hr drive from international airport + Alaska/Hawaii. International locations quoted upon request.
- 4) Extended warranty may be purchased immediately or within base warranty period. Rhombus reserves the right to inspect & evaluate equipment prior to accepting extended warranty purchase requests after initial order. (Warranty pricing and terms subject to change).
- 5) Network access required for management and diagnostic purposes. Additional costs (e.g. cellular data plan) may apply.
- 6) Rhombus yearly product warranty liability (travel + labor + parts costs) is limited to 10x the yearly extended warranty price. Expenses incurred by Rhombus beyond this threshold may be invoiced to the customer.

### Support Services & Product Warranty

Rhombus warrants to Customer that the Products and Services (“Services”) purchased and delivered hereunder will be:

- (i) free from material defects in design, materials and workmanship; and
- (ii) substantially conform to the Rhombus Product Datasheet and/or Rhombus Product Specification at the time of purchase, or to the specifications set forth in a separate Service Agreement and/or MSA, if executed between the parties. Rhombus’ sole obligation for materially defective Services failing to conform to the Product performance or Quality requirements, shall be, at its sole and absolute discretion, to either repair, replace or issue credit for such Services. Repairs necessitated by third party software problems, AC power supply (grid) instability, or as a result of alteration or adjustment by anyone other than Rhombus authorized personnel are not included. Preventative maintenance is not included.

Unless otherwise expressly provided in a separate Service Agreement, Services do not include repair of any system or system component which has been damaged as a result of:

- (A) accident, misuse, vandalism, abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, insufficient or faulty network design, faulty equipment within the network, or failure to follow operating instructions) or alteration of any system component by anyone other than Rhombus authorized personnel.
- (B) Failure to perform recommended equipment preventive maintenance as required & recommended in the product user manual.
- (C) Wear and tear or abuse of DC fast charging cable &/or connector assembly.
- (B) An act of God such as, but not limited to lightning, flooding, tornado, earthquake or hurricane.
- (D) Moving of the system from one installed location or entity to another without Rhombus written approval and/or without Rhombus approved packaging and shipping method.
- (E) AC power supply (grid) instability.

All claims under warranty must be made promptly after occurrence of circumstance giving rise thereto and must be received within the Warranty Period by Rhombus or its authorized representative by completing the Rhombus Claim Form. Such claims should include the Product model + serial numbers, and full description of the circumstances giving rise to the claim. Any Products returned for repair and/or adjustment must have a Rhombus provided Returned Merchandise Authorization (RMA). This RMA is written authorization from Rhombus or its authorized representative for the product return and instructions as to how and where these Products should be shipped. Any Product returned to Rhombus for examination shall be sent prepaid via the means of transportation indicated as acceptable by Rhombus. When any Product is returned for examination and inspection or for any other reason, Customer shall be responsible for all damage resulting from improper packing or handling, and for loss in transit, notwithstanding any defect or nonconformity in the

Product. Rhombus reserves the right to reject any warranty claim not promptly reported and any warranty claim on any item that has been altered or has been shipped by non-acceptable means of transportation. In all cases, Rhombus has sole responsibility for determining the cause and nature of failure, and Rhombus' determination with regard thereto shall be final. If Rhombus determines the cause and nature of failure to be for reason other than materially defective Products or Products failing to conform to the Rhombus Product Datasheet or Rhombus Product Specification, Rhombus at its sole discretion may bill back to Customer for any expenses ("Field Services") incurred in determining cause, including but not limited to travel and labor hours, based on the Field Service Price Schedule. Late payment for non-warrantable expenses and associated invoice may result in termination of Rhombus warranty service & support. If it is found that Rhombus' Product has been returned without cause and is still serviceable, Customer will be notified, and the Product returned at Customer's expense. In addition, a charge for testing and examination may, at Rhombus' sole discretion, be made on Products so returned.

### **Warranty Period**

The Warranty Period ("Warranty Period") shall be based on the type of Services. The Warranty Period for EV Charging and Renewable Energy Products and Services shall be the lesser of (30) thirty months from date of shipment from the Rhombus facility or (24) twenty-four months from Site and Installation Approval. EV Charging and Renewable Energy Products and Services are eligible for Warranty Extension, but such Warranty Extension must be separately elected and purchased by the Customer. The Warranty may be transferrable. In order to transfer the Warranty to a new owner, an authorized representative of Rhombus must approve in writing and the Rhombus Warranty Assignment Form must be completed and signed by the transferee. Rhombus reserves the right to refuse Warranty transfer for any reason. There will be no Warranty coverage for Contracted Engineering.

### **Limited Warranty**

Limited Warranty. EXCEPT AS EXPRESSLY STATED IN SECTION 1.1, RHOMBUS (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, MANAGERS, MEMBERS, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "RHOMBUS PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES, PRODUCTS OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE RHOMBUS PARTIES MAY MAKE, AND EXCEPT AS EXPRESSLY STATED IN SECTION 1.1, CUSTOMER ACCEPTS SUCH SERVICES AND PRODUCTS "AS IS" AND "WITH ALL FAULTS."

### **Limitation of Liability**

NEITHER THE RHOMBUS PARTIES NOR CUSTOMER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, PRODUCTS OR DELIVERABLES PROVIDED BY RHOMBUS. WHETHER DIRECT OR INDIRECT, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING, (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, RHOMBUS PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER. THE RHOMBUS PARTIES' AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S)/PRODUCTS GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE (12) MONTH PERIOD.

EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER.

### **High-Risk Application Disclaimer**

The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). Rhombus expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

### **Field Service Price Schedule**

A standard price schedule for Field Services ("Field Service Price Schedule") is available upon request. The Field Service Price Schedule is subject to change at the sole discretion of Rhombus and such changes may or may not be disclosed

prior to billing unless specifically requested by Customer. Pricing for Contract Engineering will be quoted separately; the Field Service Price Schedule is not applicable to Contract Engineering.