

Terms and Conditions for the vCharM Hosting Service

Preamble

These Terms and Conditions for the vCharM Hosting Service (hereinafter "Terms") govern the Customer's use of the vCharM-Hosting Service (hereinafter "Hosting Service") provided by Vector GB Ltd. (hereinafter "Vector").

Definitions

- **"CSMS"** or "Charging Station Management System" means a system responsible for the management of charging infrastructure.
- **"Third Party"** refers to any person other than the Customer or Vector.
- **"End Customer"** is a natural person who uses the Customer's charging infrastructure.
- **"Hosting Service"** refers to all services provided by Vector in accordance with its offer and that enable the Customer to access and use vCharM remotely. A valid vCharM licence is required to use vCharM. The definition of the [Hosting Service](#) can be downloaded from the [download area of the vCharM homepage](#).
- **"Customer data"** means all data transmitted to vCharM by or on behalf of the Customer using the Hosting Service and stored there. This also includes the data entered by or on behalf of the Customer and the data calculated by vCharM based on the aforementioned data. For the avoidance of doubt: Customer Data does not include data that is part of Vector's intellectual property.
- **"Charging infrastructure"** means all of the Customer's hardware and software that enable charging processes.
- **"Licence Agreement"** means (i) Vector's offer together with the Customer's purchase order accepting such offer; or (ii) the Customer's purchase order together with Vector's order confirmation in acceptance of such a purchase order; or (iii) any other agreement between the Customer and Vector referring to these Terms.
- **"Defect"** means nonconformity with the agreed specifications or, to the extent that certain specifications have not been agreed, a deviation from the product description or the user documentation relating to the product.
- **"User"** is a natural person on the Customer's side who accesses the Hosting Service.
- **"Personal Data"** means any information provided by or at the request of the Customer relating to an identified or identifiable natural person.
- **"Server"** is a computer that provides services to the Customer by granting access to files or shared peripherals.
- **"Subcontractor"** refers to any company commissioned by Vector or a subcontractor of Vector to provide and/or maintain the Hosting Service.
- **"vCharM"** is a charging and load management software for charging stations.

- **"vCharM Licence"** is the licence required to access the vCharM user interface. The vCharM licence must include the SaaS option (Software as a Service) in order to access the Hosting Service.
- **"Maintenance Interruption"** refers to a planned or, in the case of an emergency, unplanned period during which the Product and/or Hosting Service is unavailable.
- **"Insolvency Event"** in relation to a person means where that person ceases or threatens to cease to carry on business, is unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally (or a meeting of creditors of that person is held or an arrangement or composition with or for the benefit of its creditors is proposed, or an order is made or resolution passed for that person to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or that person undergoes any similar or equivalent process in any jurisdiction or undergoes any other arrangement which affects the rights of creditors.

1. Definition of the Service

The services to be provided by Vector within the scope of the Hosting Service are described in more detail in the Hosting [Service Definition](#) and in Vector's offer.

2. Scope and provision of the Hosting Service

- 2.1. Vector shall provide the Customer with the Hosting Service during the term of the License Agreement to enable the Customer to control and monitor its charging infrastructure via vCharM. Details of the performance and scope of the Hosting Service and details of the requirements for using the Hosting Service are described in more detail in the Hosting [Service Definition](#).
- 2.2. During maintenance downtime, Vector or its Subcontractors may install new versions of vCharM, perform maintenance for security and system integrity purposes, and/or take other actions to keep vCharM and/or the Hosting Service operational.
- 2.3. Vector shall be entitled to provide and/or maintain the Hosting Service through subcontractors.
- 2.4. Vector reserves the right to change the Hosting Service for technical, legal or economic reasons at its sole discretion with effect for the future. If the Customer does not object to material changes of which it has been informed with reasonable notice, the changed service shall become the subject matter of the Agreement.

3. Rights of use

- 3.1. Vector grants the Customer the non-exclusive, non-transferable and non-sublicensable licence to use vCharM in the agreed scope (e.g. number of natural

persons or devices) via the Internet for its own application purposes for a limited period of time. The scope of the licence in terms of its content results from the [Service Definition](#) and the use agreed with the Customer. If sublicensing to project partners is required, this shall be agreed with the Customer on a case-by-case basis.

- 3.2. If Vector provides new versions of vCharM during the term of the Agreement, the right to use vCharM shall be governed by the provisions of clause 3.1 of these Terms.
- 3.3. The Customer shall not be entitled to any rights other than those expressly granted above. In particular, the Customer shall be prohibited from modifying vCharM without Vector's consent.
- 3.4. The Customer shall be prohibited from reverse-engineering vCharM, without prejudice to its statutory rights.
- 3.5. Vector reserves the intellectual property and all industrial and other property rights in vCharM. The Customer must ensure that access to the Hosting Service is protected against misuse.
- 3.6. vCharM may contain open-source software and/or other third-party software that is subject to specific licence terms and conditions, and which may be listed in the Hosting [Service Definition](#). To the extent stipulated by these licence terms, these licence terms shall apply in addition to and take precedence over the Licence Agreement and these Terms in the event of any inconsistency. In this case, Vector shall, to the extent required by the applicable licence terms, refer to the third-party software and the applicable third-party terms and shall provide otherwise or make available the third-party terms to the Customer together with the contractual services.

4. Responsibilities and obligations of the Customer

- 4.1. The Customer acknowledges that vCharM, including related documents, and also in regard to future versions, are proprietary and constitute trade and business secrets of Vector and may not be distributed or made publicly available.
- 4.2. The Customer shall be responsible for the content of the data entered by it or by persons authorized by it. The Customer shall not transmit or store any content via the Hosting Service that infringes on third-party rights or violates applicable law.
- 4.3. The Customer undertakes to indemnify Vector against all claims, claims for damages and costs asserted in a final judgment against Vector in formal proceedings brought by a Third Party before a court or governmental body (including civil, administrative, investigative or appellate proceedings), insofar as they are based on a willful or negligent breach of Sections 3.5 and 3.6 (Copyright Compliance) or Section 13.2 (Data Protection Compliance) of these Terms by the Customer. If Vector discovers

that the Customer is in breach of the aforementioned clauses, Vector shall notify the Customer and may immediately suspend the Hosting Service until the Customer has remedied the breach.

- 4.4.** The Customer shall be liable for acts and omissions of its End Customers and Users as if they were the Customer's own acts and omissions.
- 4.5.** The Customer shall be responsible for obtaining and maintaining the network connections and all software and equipment necessary to connect its charging infrastructure to the Hosting Service.
- 4.6.** The Customer shall comply with state-of-the-art security standards in its own area of responsibility (e.g. the hardware of the charging infrastructure). The same applies to the connection of end Customers to the charging infrastructure. The Customer is in particular obligated to prevent any unauthorised access to the Hosting Service.
- 4.7.** The Customer shall inform Vector promptly of any security incidents in the Customer's own company that may have an impact on the security of the provided Hosting Service.
- 4.8.** The administration of the Users who have access to the Hosting Service is carried out exclusively by the Customer. However, should Vector determine that a User is using the Hosting Service in breach of the Agreement, Vector will notify the Customer and may promptly block the User's access until the breach is remedied.
- 4.9.** The Customer shall ensure that each User (i) logs in exclusively with its individual access credentials; (ii) treats its individual access credentials confidentially and refrains from making them accessible to other persons; and (iii) changes passwords promptly if it is suspected that other persons may have gained knowledge of the password.
- 4.10.** It is the Customer's responsibility to use vCharM only with compatible browsers as specified in the [user manual](#).
- 4.11.** The Customer shall promptly inspect the Hosting Service for defects, to the extent that this is feasible in the ordinary course of business, and shall test the functionality of the CSMS under its conditions of deployment before using the Hosting Service in production. Vector offers to assist the Customer in this process upon request, subject to reimbursement for expenses.
- 4.12.** Use of the Hosting Service requires valid vCharM licences. The Customer is responsible for procuring a sufficient number of vCharM licences and associated product options.
- 4.13.** The Customer must provide Vector with at least one email address in order to receive the access credentials for the Hosting Service.
- 4.14.** For communication with Vector, the Customer shall contact Vector Support

specified in the Hosting [Service Definition](#).

5. Duration of use / terms of payment

- 5.1. The minimum contractual term of the Hosting Service is one (1) year starting from the Hosting Service start date indicated in the order confirmation.
- 5.2. After the end of the minimum contractual term, the License Agreement shall be renewed respectively for one (1) additional year if the Customer fails to give notice one month before the end of the term.
- 5.3. Vector shall be entitled to adjust the prices if more than insignificant market price increases for infrastructure services (e.g. hosting) make this necessary. Vector shall notify the Customer of the planned price increase in writing two months prior to the price adjustment. In this case, the Customer can exercise a special right of termination within one month of becoming aware of the price increase.
- 5.4. Vector's services are remunerated on a volume or time basis through license fees. In the event of termination, licence fees for outstanding hosting periods will not be refunded.
- 5.5. Payment shall be made without deduction within 30 days of invoicing. Stated prices do not include applicable statutory VAT.
- 5.6. If an invoice issued for the Hosting Service remains unpaid either in its entirety or to a significant part, Vector reserves the right, after giving the matter due consideration and issuing a reminder (if applicable), to do any or all of the following:
 - 5.6.1. to terminate the License Agreement without refund of any amounts already paid for services or hosting periods not yet delivered.
 - 5.6.2. to suspend performance indefinitely, without refund of amounts already paid for services or periods of hosting not yet provided.
 - 5.6.3. to deny the Customer access to its data

6. Availability of the Hosting Service

- 6.1. The object of the Hosting Service provided by Vector is the provision, by Vector or a subcontractor commissioned by Vector as subcontractor, of the data centre services necessary for the use of vCharM. The Customer is enabled to store data created and accessed by the Customer through the use of vCharM on the storage space provided to the Customer.
- 6.2. The accessibility of the Hosting Service via the Internet is subject to an availability guarantee on an annual average (see Hosting [Service Definition](#)). The Hosting Service shall be deemed available if the data exchange between the Vector data centre or the hosting platform used by Vector and the nearest Internet node is operating and user login is possible. The availability guarantee excludes downtimes

of the Hosting Service due to force majeure or maintenance and updates as specified in the Hosting [Service Definition](#).

- 6.3. Vector shall owe the provision of storage space for the use of vCharM by the Customer and the storage of data only in the scope described in clause 2 of these Terms and as set out in the Hosting Service Definition.
- 6.4. The Customer grants Vector the right to store and reproduce the data generated by the Customer in the course of using vCharM for the purpose of fulfilling the Agreement (e.g. for data backup purposes) to the extent that this is required for the performance of Vector's contractual obligations. Vector shall be entitled to store the Customer's data in an emergency recovery data centre.
- 6.5. Insofar as Vector is obligated to provide storage space pursuant to clause 2 of these Terms, Vector shall, to the extent technically feasible and reasonable, adequately protect the data duly stored there by the Customer against data loss and corruption by periodically backing up the data and setting up a network security system. Vector shall also ensure that the data are protected against access by unauthorized third parties.
- 6.6. For more details on availability, see the Hosting [Service Definition](#).

7. Notice of Defects

- 7.1. The Customer shall notify Vector without undue delay of any defects in the Hosting Services, stating the effects of the respective defect (notice of defect).
- 7.2. A Defect in Title is present if the rights required for the contractual use of the contractual performance could not be validly granted to the Customer.
- 7.3. In case of well-founded notices of Defects, Vector shall remedy the Defects within a reasonable period after receipt of such notice. Where Defects have only an insignificant impact on the use of the Hosting Service, Vector may provide a workaround and remedy the defect during a version rollout in a maintenance window.
- 7.4. If Vector fails to remedy the defect even in the second attempt after a further reasonable period of time, the Customer may reduce the agreed usage fee on a pro rata basis for the times during which the Hosting Service was not available as agreed. The amount of the right of reduction shall be limited to the remuneration attributable to the defective component of the service. In the event of a significant defect, the Customer shall be entitled to immediate termination of the defective component of the Hosting Service only if the conditions set out in clause 7.1 (notification of defects) and clause 7.4 (two failed repairs) of these provisions are also met.
- 7.5. The Customer may only assert claims for Defects if the Hosting Service is used in

accordance with these Terms and the Hosting [Service Definition](#), and exclusively with modifications approved by Vector.

- 7.6.** For Defects in Title, Vector will provide supplementary performance by granting the Customer the legally unrestricted ability to use the contractual performance of the Hosting Service. Vector may replace the affected contractual service with a contractual service of quality in accordance with the License Agreement and these Terms, unless this is unreasonable for the Customer. If Third Parties assert intellectual property rights against the Customer in connection with the Hosting Service, the Customer shall promptly inform Vector in writing. Vector will, at its own option and in consultation with the Customer, either defend or satisfy the claims. The Customer shall not acknowledge claims of third parties on its own initiative. Vector shall defend justified claims against the Customer at its own expense and shall indemnify the Customer against all reasonable costs and damage in connection with the defence of claims, unless such claims are based on a breach of duty on the part of the Customer.
- 7.7.** Vector shall be entitled to reimbursement of its expenses if the Customer complains about a Defect without being able to prove it.

8. Liability

- 8.1.** Nothing in these Terms or any Individual Contract shall limit or exclude a party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, the Customer's liability to pay the fees or any applicable taxes, or any statutory or other liability which cannot be excluded or limited under applicable law or for which an exclusion or limitation would be void or unenforceable.
- 8.2.** Subject to Section A clause 10.1, neither party shall be liable to the other for any: (i) indirect or consequential losses; (ii) loss of actual or anticipated revenue or profits, loss of business opportunity, or loss of contract; (iii) loss of anticipated savings, wasted expenditure, business interruption or loss or corruption of data, or (iv) loss or damage to goodwill or reputation, in each case howsoever arising and no matter how fundamental (including by reason of a party's negligence).
- 8.3.** Subject to the other provisions of this clause, the maximum aggregate liability of Vector for any losses arising under or in connection with these Terms or any Individual Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever arising, shall be limited to the lower of the following amounts: GBP 100,000 (one hundred thousand Great British Pounds) or the total amount payable under the Individual Contract in the twelve (12) months prior to the first claim being made.

- 8.4.** Each party shall take all reasonable steps to mitigate any losses for which it is entitled to bring a claim against the other party under these Terms or any Individual Contract

9. Force majeure

- 9.1.** Vector shall not be liable for the failure or delay in the provision of the Hosting Service for a period in which the failure or delay is caused by unforeseeable events or circumstances beyond Vector's control, in particular force majeure, war, strikes or labour disputes, embargoes, orders of government authorities or other cases of force majeure.
- 9.2.** Vector shall notify the Customer within a reasonable period of time of the occurrence of such a force majeure event.

10. Security precautions

- 10.1.** Vector shall use economically reasonable security technologies in the provision of the Hosting Service.
- 10.2.** Vector has taken and will maintain appropriate technical and organisational measures to protect Customer data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. Vector shall not be liable for any damage caused by viruses, unauthorised access or tampering with the servers or infrastructure which is beyond Vector's control.
- 10.3.** In the event of a successful attack on the Hosting Service, Vector shall promptly investigate and take action to remedy the attack and notify the Customer of the attack as soon as possible. The Customer shall support Vector's investigations and shall maintain silence about the attack vis-à-vis third parties until final clarification.

11. References

Vector and the Customer may include the company name of the respective other party and a brief description of the service provided in a reference list.

12. Confidentiality

- 12.1.** Any information which by its nature is confidential and which is made available to one party (hereinafter "Receiving Party") by the other party (hereinafter "Disclosing Party") via the Hosting Service shall be treated as confidential by the Receiving Party, shall not be disclosed to any Third Party and shall be protected with the same degree of care the Receiving Party would apply to its own confidential information, but with no less than reasonable care. The Receiving Party undertakes to disclose Confidential Information only to its employees, affiliated companies and contractors who have a need to know such information for the purposes of performing this Agreement and/or any licence agreement and who are bound by confidentiality

obligations substantially similar to those contained in this Agreement.

12.2. The confidentiality obligations shall not apply to information that (i) is already known to the Receiving Party at the time of receipt, as evidenced by the records, without the Receiving Party being bound to confidentiality; or (ii) is or becomes publicly known through no fault of the Receiving Party; or (iii) is lawfully obtained by the Receiving Party from a Third Party without any breach of the confidentiality obligation; (iv) is independently developed by the Receiving Party without a breach of the confidentiality obligation; or (v) is required to be disclosed by mandatory law or binding orders of courts or government authorities, provided that the Receiving Party notifies the Disclosing Party without undue delay to the extent permitted by law. The Receiving Party shall disclose only that part of the information that is required to be disclosed and shall take reasonable steps to limit disclosure and maintain the confidentiality of the information. In the case of (iii), the Receiving Party's burden of proof extends to the identity of the Third Party from which it received the information.

13. Data protection

13.1. The storage of personal data of Users in vCharM shall only be permitted in pseudonymised form. To the extent that any User data is fully anonymized, it will no longer be personal data.

13.2. The Customer acts as a data controller in relation to personal data collected, processed and/or used in the context of the Hosting Service. In this context, Customer undertakes (i) to comply with all applicable laws and regulations on the protection of personal data (hereinafter "Data Protection Laws") and (ii) to inform Vector prior to the collection, processing and use of personal data in the context of the Hosting Service and to agree additional contractual provisions to the extent that this is required under the applicable Data Protection Laws.

13.3. Vector shall also be entitled to collect relevant data during access to the Hosting Service for auditing and security purposes. The collected data are set out in the Hosting [Service Definition](#).

13.4. For more details on data storage, see the Hosting [Service Definition](#).

13.5. The Customer grants Vector the right to store and reproduce the data generated by the Customer in the course of using the Hosting Service for the purpose of fulfilling the Agreement (e.g. for data backup purposes) to the extent that this is required for the performance of Vector's contractual obligations. Vector shall be entitled to store the Customer's data in an emergency recovery data centre.

14. Termination

14.1. The term of the Licence Agreement is governed by clause 5.1 and 5.2 of these

Terms. During the minimum term, neither party may terminate for convenience.

14.2. The Licence Agreement shall terminate automatically at the end of the agreed term of the Hosting Service, unless it is extended in accordance with clause 5.2 of these Terms.

14.3. During the term, the Licence Agreement may be terminated by either party with immediate effect by notifying the other party if: (a) the other party commits a material breach of any term of these Terms that (i) is not capable of remedy; or (ii) if capable of remedy, is not remedied within a period of 14 days by the other party after being notified to do so; (b) [the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or (c)] the other party undergoes an Insolvency Event.

For the avoidance of doubt, Vector may terminate the Licence Agreement with immediate effect in particular in the cases set out under clause 3.4 and if the Customer fails to fulfil its obligations under 4.2, 4.6, 4.7 and 4.8 of this contract without notice.

14.4. The notice of termination shall be given in writing; Clause 16 of these Terms shall apply accordingly.

14.5. Upon the end of the Licence Agreement or in the absence of a licence under a Licence Agreement, the Customer shall cease using the Hosting Service and all rights granted to the Customer under the Licence Agreement shall terminate and Vector shall be entitled to deactivate the Customer's account and access to the Hosting Service.

14.6. Upon the expiration of ninety (90) days after the Licence Agreement ends, Vector shall have the right to delete the Customer's Account and the Customer's Data (including backup copies) from Vector's and its subcontractors' servers. Within the ninety-(90) day period, Vector shall provide a copy of the customer data at the Customer's request, subject to reasonable compensation.

15. Transfer of rights and claims, set-off and retention

15.1. The transfer of rights and claims, with the exception of claims for payment, shall require the prior written consent of Vector.

15.2. The Customer shall be entitled to set-off or retention rights only insofar as its claim has been legally established or is undisputed. In the event of Defects in the services, countering rights of the Customer in relation to these defects shall remain unaffected.

16. Requirement of the written form

Any amendments and supplements to this Agreement and its annexes shall require the written form and be duly executed by or on behalf of each of the parties. This also applies for changes and additions to this written form clause. The written form requirement may be satisfied by electronic formats such as email with a scanned signature or an electronic signature which unequivocally identifies the issuer.

17. Governing law and jurisdiction

The License Agreement, these Terms and their interpretation shall be governed exclusively by, and construed in accordance with English law. All disputes arising directly or indirectly from this License Agreement shall be subject to the jurisdiction of the English courts.

Additional terms for vCharM.edge

If the Customer uses the vCharM Hosting Service provided by Vector with local hardware supplied by Vector, the following additional conditions shall apply. vCharM.edge refers to the IoT-gateway installed as hardware on site at the Customer's premises.

1. Definition of the Service

The services to be provided by Vector within the scope of the Hosting Service with vCharM.edge are described in more detail in the Hosting [Service Definition](#) and in Vector's offer.

2. Responsibility for Customer-side input in vCharM.edge

Data generated locally from the Customer's environment (e.g. building power draw) is transferred to the Hosting Service and has a direct effect on displayed results, calculations and configured events. The Customer is responsible for ensuring that this data (input) is correct and up-to-date. Vector does not check the data.

3. Responsibility for installation and connectivity

- 3.1. Proper installation and connectivity of vCharM.edge is a prerequisite for the correct operation of the Hosting Service.
- 3.2. The Customer shall be responsible for obtaining and maintaining the network connections and all software and equipment necessary to connect its charging infrastructure to the Hosting Service.
- 3.3. The Customer shall comply with state-of-the-art security standards in its own area of responsibility (e.g. the hardware of the charging infrastructure).
- 3.4. The Customer shall check and ensure that the installation carried out by it complies with the legal and technical requirements applicable at the installation site. Vector accepts no liability if the equipment has not been installed in accordance with these specifications or as described in [user manual](#).
- 3.5. The Customer shall inform Vector promptly of any security incidents in the Customer's own company that may have an impact on the security of the provided Hosting Service.
- 3.6. The Customer shall promptly inspect vCharM.edge for defects, to the extent that this is feasible in the ordinary course of business, and shall test the functionality under its conditions of deployment before using the Hosting Service in production. Vector offers to assist the Customer in this process upon request, subject to reimbursement for expenses.

4. Warranty for vCharM.edge

- 4.1. The properties of the hardware are specified in the [user manual](#).
- 4.2. The Customer may assert claims for defects only if (i) the defect was not caused by components in the Customer's system other than those supplied by Vector, (ii) an incoming inspection in the form of a visual inspection for obvious defects, transport damage and identity of the goods has been carried out by the Customer and (ii) the Customer gave notice of the defect to Vector promptly after discovery thereof in text form (e.g. email) in a comprehensible manner, stating the information relevant for the identification of the defect..
- 4.3. Clauses 7.3 to 7.5 and 9.7 of the Terms and Conditions for the Hosting Service shall apply accordingly.
- 4.4. Except as expressly set out in these Terms, all warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) are excluded to the fullest extent permitted by applicable law.

5. Security precautions

- 5.1. The Customer shall use appropriate security technologies for the connection of its infrastructure via vCharM.edge.
- 5.2. The Customer shall observe the specifications in the [user manual](#), in particular the specially labelled safety instructions.
- 5.3. In the event of an attack on the Customer's infrastructure, the Customer shall investigate the attack without delay and take measures to remedy it, and the Customer shall inform Vector of the attack as soon as possible. Vector shall support the Customer's investigation and shall maintain confidentiality about the attack towards Third Parties until final clarification of the situation.
- 5.4. The Customer shall ensure and verify that no unauthorized persons are able to enter (physical access), gain access (physical or digital access) or use (authorization for use) vCharM.edge.