

Terms and Conditions for Software Library vSECCLib

1. Preamble

These vSECCLib Terms and Conditions (hereinafter referred to as "Terms") govern the Customer's use of the vSECCLib Software Library of Vector Informatik GmbH (Vector) for charging station controllers.

2. Definitions

- 2.1. **"Agents of the Customer"** means Third Parties (a) who have been engaged by the Customer for the purpose of providing services, (b) who are subject to confidentiality obligations that are as restrictive as those agreed between the Customer and Vector, and (c) who have been obligated by the Customer to return the vSECCLib Software Library to the Customer or destroy it after the services or work have been provided.
- 2.2. **"Third Party"** refers to any person other than the Customer or Vector.
- 2.3. **"Individual Contract"** refers to the mutually conforming, explicit or implied declarations, insofar as their object is Contractual Services.
- 2.4. **"Free and Open Source Software (FOSS)"** refers to software whose source code is freely available and which can be used without payment.
- 2.5. **"Customer System"** means all hardware and software operated by the Customer or under the Customer's responsibility.
- 2.6. **"Software Library"** refers to standard software programmed for microcontrollers or processors in charging stations.
- 2.7. **"Competitors"** are companies which offer products or services that are, from Customer's point of view, substantially interchangeable with Vector's products or services in terms of features and intended use, or which would be able to easily become a supplier of such products or services within a short period of time.
- 2.8. **"Competing Products"** are products, which from Customer's point of view are substantially interchangeable with the products offered by Vector in terms of features and intended use.

3. Applicability, order of precedence

- 3.1. The subject matter of these Terms is the temporary provision and licensing of the Software Library, including its maintenance ("Contractual Services").

- 3.2. The Contractual Services shall be governed exclusively by Vector's Terms. The Customer's general terms and conditions shall only apply to the extent that Vector has expressly agreed to such terms in writing; in particular, this requirement of consent shall apply even if Vector, being aware of the Customer's general terms and conditions, renders performance without reservation. This requirement of consent shall also apply to General Terms and Conditions referred to in order confirmations or other confirmations or in inquiries of the Customer.
- 3.3. The Customer's general terms and conditions shall not apply even if Vector accepts them without reservation during registration on a portal of the Customer or when downloading software, etc.
- 3.4. The respective Individual Contract shall be decisive for the specific content and scope of the Contractual Services and their remuneration. In the event of any conflict between these Terms and the Individual Contract, the provisions of the Individual Contract shall prevail.

4. Quality, intended use and obligations of the Customer

- 4.1. The agreed quality of the Software Library shall be determined exclusively by the technical specifications set out in the offer. Vector provides the Software Library as source code, including the accompanying documentation.
- 4.2. Unless otherwise specified in the Individual Contract, the Software Library is intended for series production.
- 4.3. To the extent that the Individual Contract provides for the use of the Software Library for prototypical applications for the Customer's evaluation and/or development purposes ("Non-Series Software"), no specific quality or suitability of the Non-Series software is agreed upon. Customer acknowledges that Non-Series Software, while functional in general, is not sufficiently tested and/or verified to be used for purposes other than evaluation or development; this applies regardless of whether it is integrated into the Customer System. In particular, Non-Series Software may behave unpredictably and may not provide all functions and/or meet quality requirements that are necessary according to the latest state of science and technology to ensure safe use.
- 4.4. Testing the Software Library and its interactions with the parameterization, configuration and/or other software used by the Customer for the Software Library, the Customer's system, and the environmental and other conditions to which the Customer System is likely to be exposed, according to the state of technology shall be at the sole responsibility and risk of the Customer. This shall apply in particular prior to the use of the Software Library in systems which pose a risk to life, limb or property or which could lead to substantial financial losses.

- 4.5.** The unrestricted functionality of a charging system depends on a number of conditions. The Customer shall be solely responsible for ensuring that all systems operated or commissioned by the Customer and/or Third-Party services commissioned by the Customer are free from defects. It shall be the Customer's responsibility to document, in a comprehensible manner and in accordance with the state of technology, the attribution of limited functionality to system components, and to submit such documentation to Vector in full and in due time without being requested to do so. Vector shall only be obligated to co-operate in finding the cause of the error or rectifying the error at its own discretion and against reasonable compensation.

5. Rights of use

- 5.1.** Vector grants the Customer the non-exclusive, worldwide, non-sublicensable right, for the duration of the agreed term, to use the Software Library specified in the offer and, to the extent provided for in the offer, to have it used by its group companies (as defined in § 18 AktG (German Stock Corporation Act)) (Subscription License). This includes the right to use and reproduce the Software Library and the Documentation, to the extent that this is required for the contractual use, and it includes the right to (a) modify the Software Library, (b) link the object code compiled from the source code of the Software Library and to integrate it into control units, and (c) insofar as it is Series Software, to distribute it as an integral part of the Customer's control units in the object code.
- 5.2.** The Customer's right to use the Software Library shall be subject to full payment of the license fee.
- 5.3.** The Customer shall only be authorised to use the Software Library on hardware that is intended for use in the Customer's products (charging stations). The right to reproduce the Software Library is restricted in that the Software Library may be used on Third-Party hardware only with Vector's express consent.
- 5.4.** The use of the Software Library in conjunction with Third-Party hardware (e.g. controllers) for use in Third-Party products (e.g. charging stations) shall require the purchase of an additional license.
- 5.5.** The Customer may have the rights described in para. 5.1 (a) and (b) exercised on a time-limited and purpose-specific basis for the use of the Software Library in source code and software derived therefrom for development by the Customer's Agents, provided that these are not competitors of Vector.
- 5.6.** The Customer may not transfer the acquired right of use to a Third Party without Vector's prior written consent. Vector shall not refuse consent contrary to the principles of good faith, if (a) the Software Library is transferred for the first time; (b) the Customer ceases use of the Software Library and deletes all copies of the

Software Library; and (c) the Third Party accepts all restrictions agreed between the Customer and Vector by written declaration to Vector.

- 5.7.** In the event of an occurrence that results in an expanded use of the license by the Customer (e.g., acquisition of controlling interests or mergers; hereinafter "Event"), the Customer agrees to renegotiate the fee for the licensing of the Software Library with Vector, provided that the relevant revenue increases by at least 10%.

Reference date: For the calculation, the relevant revenue at any time after the Event occurs is compared with the revenue at the time the Event takes effect.

Information undertaking: At Vector's request, the Customer shall notify Vector in writing at any time whether an Event has occurred and whether there has been an increase in revenue of at least 10%.

Group companies: To the extent that the Customer is permitted to use the programs through group companies, this provision shall also apply to Events involving such companies. In this case, Vector may also include the revenue of these group companies when calculating the increase in revenue.

Relevant revenue: Net revenue from products that include the licensed software (including Group companies, where permitted).

- 5.8.** The licensed Products may contain open-source software and/or other Third-Party software, which is subject to special license terms. To the extent required by these license terms, such license terms shall apply in addition to the Individual Contract and the Terms and shall take precedence over these in the event of any contradictions. In such a case, Vector shall, to the extent required by the applicable license terms, (a) identify the Third-Party software and the applicable license terms, and (b) provide such license terms to the Customer together with the licensed Product and/or its user documentation or, upon the Customer's request, separately, or otherwise make them available.
- 5.9.** The Customer shall not be entitled to any rights other than those expressly granted above. The Customer shall not reverse-engineer vSECCLib, without prejudice to its statutory rights.

6. Protection of intellectual property

- 6.1.** Vector retains, without limitation, all intellectual property rights, in technical specifications, drawings and other documents provided by Vector (collectively "**Documentation**"), the Software Library, the trade secrets contained in the Documentation and the Software Library, and the know-how underlying the Documentation and the Software Library.

- 6.2.** If the Customer makes changes or additions to the Software Library and thereby acquires its own intellectual property rights (e.g., copyrights, patents, or similar rights), the Customer agrees not to assert such rights against Vector in any manner that hinders, restricts, or otherwise impairs Vector's further development, use, or exploitation of the Software Library.
- 6.3.** The Customer shall refrain from removing or altering any copyright notices and from creating and/or developing Competing Products using the Software Library or the know-how contained therein.
- 6.4.** The Customer shall protect the Software Library, the Documentation and the underlying know-how through appropriate measures of secrecy, especially against unauthorized use and inspection. The Customer shall in particular (a) store the Software Library only on its own systems; (b) protect the Software Library against unauthorized access; (c) ensure that the Software Library is accessible only to persons with a strict need for the Software Library in order to carry out its contractual stipulated use or who are permitted to use the Software Library due to the rights of use granted by Vector to the Customer; and (d) ensure that license protection is not circumvented by technical measures.
- 6.5.** Insofar as the Customer is authorised to transfer the Software Library to group companies and/or Agents of the Customer for use, the provisions of clause 5 and clause 6.4 shall apply accordingly to such group companies and Agents. The Customer undertakes to ensure compliance with clause 6.5 by means of suitable agreements with these group companies and Agents and shall be responsible for their actions or omissions.
- 6.6.** The Customer shall ensure that the Terms are observed and that no license protection is circumvented by technical measures. Vector shall be entitled, upon prior notice of at least thirty (30) days, itself or through an independent third party, such as an auditor or a revisor, examine and verify the Customer's compliance with the license terms. Audits will be conducted during regular business hours at the Customer's premises or via remote connections and shall not unduly interfere with the Customer's business activities. The Customer shall provide Vector and Third Parties authorized by Vector with access to the relevant records and/or premises of the Customer.
- 6.7.** If any deviations from the contractually agreed scope of services are identified during the audit, these must be corrected (e.g. by additional licensing). In this case, the Customer shall bear the costs of the audit. The same applies if the Customer has given cause for an audit to be carried out.

7. Occurrence of defects

- 7.1.** The Customer may assert claims for defects only if (i) the defect was not caused by components in the Customer System other than those supplied by Vector, (ii) an incoming inspection in the form of an inspection for obvious defects and conformity of the product with the order was carried out by the Customer and (iii) upon discovery, the defect was reported to Vector by the Customer without undue delay, at least in writing (e.g. by email), providing the information necessary to identify the defect, including a specific description of the defect.
- 7.2.** No claims for defects shall arise if a defect is attributable to the Customer having modified or edited the Software Library without authorization, combined it with unauthorized components, or used it in violation of the contractual terms or these Terms.
- 7.3.** The specific manner in which the defect is rectified shall be at Vector's discretion. In the event of defects that only have an insignificant impact on the use of the contractually owed performance, Vector shall be entitled to provide a reasonable workaround on a temporary basis and to permanently resolve the defect as part of a subsequent version rollout in an upcoming maintenance window.
- 7.4.** Defects may be rectified by telecommunication (instructions e.g. by teleconference or e-mail) or by using remote access to the Customer System.
- 7.5.** The Customer shall carry out an update of the Software Library if it serves to avoid or eliminate defects. The Customer shall not be obligated to carry out an update if this is unreasonable for the Customer because the update deviates significantly from the specifications agreed in the offer. If the Customer does not accept an update for this reason, its other rights shall remain unaffected in lieu of the claim to rectification of defects.
- 7.6.** Where Vector is obligated to remedy defects, Vector may fulfil this obligation by replacing a defective release of the Software Library with a newer version, provided that the newer version includes at least the functionality agreed upon in the agreement.
- 7.7.** To the extent that Third-Party rights are infringed, Vector may, at its option, cure the infringement by (i) acquiring sufficient rights of use, (ii) modifying the software to end the infringement, subject to the provision that this shall have no or only an acceptable impact on the Customer, or (iii) delivering software that, when used in accordance with the contract, does not infringe any intellectual property rights.
- 7.8.** The Customer supports Vector in investigating and rectifying defects. It shall provide Vector with all information and data required for the Services in a complete and accurate manner. Vector shall have no duty to investigate in this respect. Accordingly, defects shall be reported by the Customer in text form, if possible, and

without undue delay after they are discovered. The Customer shall describe any defects precisely.

- 7.9.** If Vector provides services related to the search for or rectification of defects without being obligated to do so, Vector reserves the right to charge the Customer for the expenses incurred. This shall apply in particular if a defect cannot be proven, reproduced or is not attributable to Vector. Before giving notice of defects, the Customer shall be obligated to check with reasonable care whether any occurring problems have their cause in the Customer's sphere.
- 7.10.** Claims for defects shall become time-barred one year after delivery, unless they are claims for injury to body, life and health or are based on intent or gross negligence.
- 7.11.** If Vector has fraudulently concealed the defect or has assumed a guarantee for quality (*Beschaffungsgarantie*), the statutory provisions regarding defects of quality and defects of title and their time limitation shall remain unaffected.

8. Confidentiality

- 8.1.** 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") 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 within the meaning of § 15 AktG and contractors who have a need to know such information for the purposes of performing this Agreement and/or any License Agreement and who are bound by confidentiality obligations substantially similar to those contained in this Agreement.
- 8.2.** 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 with regard to this information for other reasons; or (ii) is or becomes part of the public domain 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. The Receiving Party shall prove that the requirements for an exception under (i) to (iv) are met in each individual case. 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.

9. Duration of use / updates

- 9.1.** Unless otherwise contemplated in the Individual Contract, the term of a subscription license shall be one (1) year (minimum term), commencing on the first day of the calendar month following the license purchase.
- 9.2.** During the agreed term of the agreement, the delivery of newly available versions to the licensee is included (also referred to as "maintenance"). Maintenance of the Software Library shall only be provided for the latest version provided by Vector.
- 9.3.** After the end of the minimum contractual term, the License Agreement shall be extended, respectively, by one (1) further year if the Customer fails to give notice one month before the end of the term.
- 9.4.** If the Customer discontinues production of the Customer Systems using the vSEClib Software Library (end-of-life), the License Agreement will not be extended. The Customer retains the rights to discontinued Customer Systems in accordance with clause 5.1, first sentence, free of charge. Vector does not provide updates or support for discontinued Customer Systems.

10. Payment conditions

Unless stipulated otherwise in the Individual Contract, the following shall apply:

- 10.1.** The fee for the Subscription License is payable in advance for the entire term.
- 10.2.** The invoice shall be due within 30 days of invoicing without any deductions.
- 10.3.** If the Customer is in default of payment, Vector shall be entitled to charge default interest at a rate of 9 percentage points above the respective base interest rate of the German Central Bank.
- 10.4.** In addition to the agreed compensation, the Customer shall be obligated to pay all governmental charges and taxes that Vector is required by law to pay or collect in connection with the provision of the services. This applies in particular, but is not limited to, value-added tax, withholding tax and other similar taxes. If the Customer is exempt from tax, the Customer shall provide Vector with proper documentation of such exemption.
- 10.5.** If the Customer deducts withholding tax pursuant to clause 10.4., the Customer shall provide Vector with official tax certificates from the relevant tax authorities evidencing the payment of withholding tax by the Customer on behalf of Vector.

11. Liability of Vector

- 11.1.** To the extent that the Software Library contains or implements norms, standards, specifications and/or Third-Party Software not developed by Vector (together "**Third-Party Developments**"), Vector shall not be liable for any infringement of intellectual property rights caused by the Third-Party Developments, unless Vector was aware of such infringement at the time of the passing of risk.
- 11.2.** Vector's liability for damages and reimbursement of futile expenses, regardless of the legal grounds, shall be limited as follows:
- 11.2.1.** Vector shall be liable for damages caused by intent or gross negligence. This shall also apply in the event of the fraudulent concealment of a defect.
- 11.2.2.** In the event of slight (simple) negligence, Vector shall only be liable in the event of a breach of essential contractual obligations. Essential contractual obligations are obligations whose fulfilment is fundamental for the proper implementation of the contract and on whose fulfilment the contractual partner has relied on or may rely as a matter of course. In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the amount of damage typically foreseeable at the time the contract was concluded. However, this liability shall be limited to the lesser amount of EUR 100,000 (in words: one hundred thousand euros) or the total net value of the offer. Otherwise, the liability for slight negligence of other contractual obligations and for lost profits and additional labour costs incurred by the contracting partner, loss of use and/or revenue losses shall be excluded.
- 11.2.3.** This shall not affect mandatory statutory provisions, such as unlimited liability for damages resulting from injury to life, limb or health (personal injury) or liability under the Product Liability Act (ProdHG).
- 11.2.4.** Vector shall not be subject to strict liability for damages (§ 536a BGB) for defects existing at the time of conclusion of the contract. Clause 11.2.1 and 11.2.3 shall remain unaffected.
- 11.2.5.** To the extent that Vector's liability is excluded or restricted under the foregoing, this shall also apply to the liability of the legal representatives of Vector as well as any vicarious agents of Vector or persons used by Vector in the performance of their contractual obligations, in particular employees.
- 11.3.** The stipulations in clause 11.1 and 11.2 do not change the burden of proof to the detriment of the Customer.

12. References

Vector and the Customer may each include the other party's company name and a brief description of the service provided in a reference list for marketing purposes. The Customer may engage in marketing activities only with Vector's prior consent.

13. Force majeure

Each party shall not be liable for any failure to perform its contractual obligations to the extent that such failure is caused by force majeure. For the purposes of these Terms, force majeure shall mean circumstances beyond the control of the party invoking force majeure, including but not limited to epidemics, war, terrorism, natural disasters, and shortage of components or raw materials. Each party undertakes to inform the other party promptly of the occurrence of force majeure. In this case, the dates and deadlines for the performance of the abovementioned obligations shall be adjusted by mutual agreement or, if no mutual agreement can be reached, shall be automatically extended for a period equal to the duration of the force majeure plus a reasonable period for the resumption of performance of such obligations.

14. Data protection

14.1. Vector processes personal data as required for business purposes and within the framework of the GDPR for the purpose of conducting the business relationship and fulfilling the contract. Vector shall comply with all applicable provisions of data protection law in the performance of the contract; this includes in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Law (BDSG).

14.2. The Customer acknowledges that it acts as the data controller in relation to personal data collected, processed and/or used in the context of the fulfilment of the contract. 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 and to agree additional contractual provisions to the extent that this is required under the applicable Data Protection Laws.

15. Export control

The Customer is responsible for adherence to the applicable export regulations.

16. Assignment of rights, set-off and right of retention

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

16.2. 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 Contractual Services, defences and counterclaims of the Customer in respect of such defects shall remain unaffected.

17. Requirement of written form

Amendments and supplements to these Terms must be made in writing. This also applies to amendments and supplements 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 that clearly identifies the issuer.

18. Governing law and jurisdiction

These Terms, the Individual Contract, and their interpretation shall be governed exclusively by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). To the extent legally permitted, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the Agreement shall be Stuttgart.