

Terms and Conditions for the vSECC Product Family

Preamble

These vSECC Terms and Conditions (hereinafter referred to as "Terms") govern the provision of vSECC charging control units by Vector Informatik GmbH (Vector) to the Customer.

Definitions

- **"Customer System"** means all hardware and software operated by the Customer or under the Customer's responsibility.
- **"Free and Open Software"** refers to software whose source code is freely available and which can be used without payment.
- **"Individual Contract"** means Vector's offer together with the Customer's purchase order accepting such offer; or (b) the Customer's purchase order together with Vector's order confirmation in acceptance of such a purchase order; or (c) any other agreement between the Customer and Vector referring to these Terms.
- **"Third Party"** refers to any person other than the Customer or Vector.
- **"vSECC"** (Supply Equipment Communication Controller from Vector) refers to standard hardware (charging communication controller) in which standard software from Vector is integrated.

1. Applicability, order of precedence

- 1.1. The subject matter of the Terms is the provision of the vSECC.
- 1.2. Any provisions in the Customer's General Terms and Conditions conflicting with, deviating from or supplementing these Terms shall not become part of the License Contract unless Vector has expressly agreed to them in writing. This shall also apply to General Terms and Conditions mentioned in order confirmations or other confirmations or in inquiries of the Customer. Acceptance of deliveries/services shall not constitute acceptance of general terms and conditions. The Customer's General Terms and Conditions shall not apply even if Vector accepts them without reservation in the course of the registration on a portal of the Customer or when downloading software, etc.
- 1.3. The respective Individual Contract shall be decisive for the concrete content and scope of the contractual services and their remuneration.
- 1.4. Unless expressly stated otherwise in these Terms, in the event of contradictions between these Terms and the provisions of the Individual Contract, the following order of precedence shall apply, whereby the first-mentioned part of the contract shall take precedence over the parts of the contract named thereafter:

1.4.1. the Individual Contract;

1.4.2. these Terms.

2. Quality, intended use and obligations of the Customer

- 2.1.** The agreed quality of vSECC shall be determined exclusively by the technical specifications set out in the Individual Contract.
- 2.2.** The Customer shall carefully examine the suitability of vSECC, in particular with regard to compatibility and interoperability for its intended use cases, in accordance with the state of the art.
- 2.3.** Testing vSECC and its interactions with the parameterization, configuration and/or other software used by the Customer for vSECC, the Customer 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 the exclusive responsibility of the Customer and occur solely at the risk of the Customer. This shall apply in particular prior to the use of vSECC in areas which pose a risk to life, limb or property or which could lead to substantial financial losses.
- 2.4.** The unrestricted functionality of a charging facility depends on a number of conditions. The Customer shall be solely responsible that all systems and/or Third-Party services operated or commissioned by the Customer are without 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 comprehensively and in a timely manner without being requested to do so. If this is not done, Vector shall only be obligated to co-operate in finding a cause of the error or rectifying the error at its own discretion and against reasonable compensation.
- 2.5.** Unless expressly agreed otherwise in the Individual Contract, it shall be solely the Customer's responsibility to ensure, vis-à-vis the competent authorities, that all regulatory requirements of the respective target market regarding market access of vSECC are met. Accordingly, it shall be the responsibility of the Customer to take all measures necessary for the approval and operation of vSECC and its provision on the market in accordance with the applicable approval procedure (e.g. self-declaration procedure, certification procedure), this applies regardless of whether the control unit is integrated into the Customer System or not.

3. Rights of use

- 3.1.** Rights of use for the software integrated in vSECC
Vector grants the Customer the non-exclusive, non-transferable, non-sublicensable, perpetual, worldwide right to use the Vector software integrated in

vSECC for its own purposes. If Vector makes new versions (updates) of the software integrated in vSECC available, the right of use shall apply in accordance with clause 3.1 unless the contracting parties agree otherwise. There shall be no obligation to provide updates, except where provided for in a contractual agreement.

- 3.2.** The Customer shall not be entitled to any rights other than those expressly granted above. The Customer shall be prohibited from reverse-engineering vSECC, without prejudice to its statutory rights.
- 3.3.** In the event of discrepancies, this clause 3 shall take precedence over the Individual Contract.
- 3.4.** The software integrated in vSECC contains "Free and Open Source Software" and/or other software not developed by Vector (collectively "Third-Party Software"). To the extent that Third-Party Terms require it, these shall apply additionally and, in the event of discrepancies, shall take precedence over the Terms and the Individual Contract. In this case, Vector shall refer to the Third-Party Software and the applicable Third-Party Terms and shall provide or otherwise make available the Third-Party Terms to the Customer together with the Contractual Services.

4. Protection of intellectual property

- 4.1.** Vector reserves all intellectual property rights, industrial and other protective rights, without restrictions, in technical specifications, drawings and other documents provided by Vector (collectively "Documentation"), the vSECC and the software integrated in vSECC, including its Documentation, the trade secrets contained in vSECC and the know-how underlying the Documentation and vSECC.
- 4.2.** It shall not be permitted to copy vSECC, in particular by using technical designs, circuit diagrams or other technological components.
- 4.3.** Insofar as the Customer is authorised to transfer vSECC to group companies and/or Agents of the Customer for use, these Terms shall apply accordingly to such group companies and Agents. The Customer undertakes to ensure compliance with these regulations by means of suitable agreements with these group companies and Agents and shall be responsible for their actions or omissions.
- 4.4.** Vector may, by giving at least thirty (30) days' notice, engage a nationally recognised certified public accountant or an independent auditor to review and verify the Customer's compliance with the licence conditions or carry out a relevant audit itself. Audits will be conducted during regular business hours at the Customer's premises and shall not unduly interfere with the Customer's business activities. The Customer shall grant Vector and its aforementioned auditors

reasonable access to the relevant records and premises of the Customer.

- 4.5.** Vector shall bear the costs for the audit. However, if the audit reveals unauthorised use by the Customer, the costs of the audit shall be borne by the Customer.

5. Occurrence of defects

- 5.1.** 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 a visual inspection for obvious defects, transport damage and identity of the goods was carried out by the Customer and (iii) the Customer gave notice of the defect to Vector promptly (in the German or English language) after discovery thereof, observing at least text form (e.g. email), in a comprehensible manner, stating the information relevant for the identification of the defect.
- 5.2.** The specific manner in which the defect is rectified shall be at Vector's discretion.
- 5.3.** Defects may be rectified by telecommunication (instructions e.g. by teleconference or e-mail) or by using remote access to the Customer system. The Customer shall accept an update of the software integrated in vSECC if it serves to avoid or eliminate defects. The Customer shall not be obligated to accept 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, his other rights shall remain unaffected in lieu of the claim to rectification of defects. If an update provided to the Customer contains additional functionality or more features than the contractually owed version ("additional service"), the Customer shall only be obligated to pay a licence fee to be agreed if it wishes to use the additional service. There shall be no obligation to utilise the additional service.
- 5.4.** 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 proviso 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.
- 5.5.** The Customer supports Vector in the search for and rectification of 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
- 5.6.** To the extent necessary, the Customer shall provide Vector with suitable tools (e.g. software tools) for access to vSECC and the software integrated in vSECC on a temporary basis and shall grant Vector access to its systems. Remedial measures proposed by Vector which can only be carried out by the Customer shall be implemented promptly.

- 5.7. 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.
- 5.8. Claims for defects shall become time-barred one year after delivery, unless they are claims for injury to body, life and health, or to claims under the Product Liability Act, or are based on intent or gross negligence.
- 5.9. 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.

6. Confidentiality

- 6.1. 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") in connection with the provision of vSECC and these Terms 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, Collaboration Partners and contractors who have a need to know such information for the purposes of performing these Terms and/or any Licence Agreement and who are bound by confidentiality obligations substantially similar to those contained in these Terms.
- 6.2. 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.

7. Remuneration

- 7.1. Payment shall be made without deduction within 30 days of invoicing. The remuneration is subject to the statutory VAT applicable from time to time and is payable in the currency stipulated in the Individual Contract. Customs and other public charges, which are levied due to Contractual Services being rendered across borders shall be borne by the Customer.
- 7.2. Vector shall retain title to vSECC and all intellectual property rights in the vSECC Software until the agreed remuneration has been paid in full.
- 7.3. If the Customer is in default of payment, Vector shall be entitled to charge default interest at a rate of 9% above the respective base interest rate of the German Central Bank.
- 7.4. If the Customer is required by law to deduct withholding tax from payments to be made by the Customer to Vector, to the extent that Vector is not entitled to deduct such withholding tax from its income tax due to a governmental or court order based on an applicable tax treaty or the tax laws applicable to Vector, the Customer shall be allowed to deduct the withholding tax from the payments to be made to Vector only to the extent that the Customer, taking into account the withholding tax to be deducted, increases the remuneration due to Vector so that Vector receives the amount that Vector would have received if no withholding tax had to be deducted from the payments due to Vector.
- 7.5. If the Customer deducts withholding tax pursuant to clause 7.4, 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.

8. Liability of Vector

- 8.1. To the extent that the software integrated in vSECC and/or the vSECC 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.
- 8.2. Vector's liability for damages and reimbursement of futile expenses, regardless of the legal grounds, shall be limited as follows:
 - 8.2.1. Vector shall be liable for damage caused by intent or gross negligence. This shall also apply in the event of the fraudulent concealment of a defect.

8.2.2. 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 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. In other regards, 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.

8.2.3. 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 (ProdHaftG).

8.2.4. To the extent that Vector's liability is excluded or restricted under the foregoing, this shall also apply for 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 its contractual obligations, in particular employees.

8.3. The stipulations in clause 8.28.2 do not change the burden of proof to the detriment of the Customer.

9. 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.

10. Force majeure

Each party shall be released from responsibility for non-fulfilment of its respective contractual obligations to the extent that such non-fulfilment 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.

11. Data protection

- 11.1.** The parties 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
- 11.2.** The parties shall bind their employees and any subcontractors (if applicable) to obligations relating to data protection law.

12. Transfer of rights, set-off and retention

- 12.1.** The transfer of rights and claims, with the exception of claims for payment, shall require the prior written consent of Vector.
- 12.2.** 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, countering rights of the Customer in relation to these defects shall remain unaffected.

13. Requirement of the written form

Any amendments and additions to these Terms must be made in writing. 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.

14. Governing law and jurisdiction

These Terms and their interpretation shall be governed exclusively by German law, excluding 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.