

ANNEX

be.ENERGISED (North America)

1. Preamble

This annex is comprised of the (a) terms of use for be.ENERGISED (i.e. Cloud Service) as described in this annex; and (b) the Documentation. Once a Subscriber uses a service offered in connection with be.ENERGISED, then the applicable appendix attached to this annex shall govern Subscriber's use of such service.

2. Definitions

Capitalized terms will have the meaning prescribed in the Cloud Terms. In addition, the following definitions shall apply to this annex and applicable appendices:

Charge Point Operator (CPO): means the operator of publicly accessible Charging Stations for EV vehicles. For clarity, a Charge Point Operator is not necessarily the Charging Station Owner (CSO).

Charging Process: means the entire process of charging an EV at a Connector of a Charging Station. Each Charging Process consists of various events which are recorded by the Charging Station by means of an Event Data Recorder (EDR). A Charging Process is defined by a start- and end-time and by a meter start- and end-value. The start- and end-time determined by the Charging Station as well as the corresponding meter values and other data relevant for the billing are transmitted from the Charging Station to be.ENERGISED where the data is stored in the form of a Charge Data Record (CDR) and made available to the Subscriber for its use (in particular for billing Users)

Charging Station: means the entirety of the EVSE (hardware and firmware) for charging an EV with electricity. A Charging Station has one or more Connectors.

Cloud Service: means the be.ENERGISED service as described in this annex.

Connector: means the connector of a Charging Station to which an EV can be connected for charging its battery.

E-Mobility Providers (eMSP): means the third party that offers Users access to Charging Stations of one or more Charge Point Operators, including the supply of electricity via Identification Media.

Identification Media: means either (a) physical media such as charging cards (RFID cards according to ISO 14443); or (b) electronic media such as mobile applications. Identification Media are issued by E-Mobility Providers to their Users and enable them to use third-party charging infrastructure via Roaming.

Instance: means the user environment that makes certain services of be.ENERGISED, as described in the applicable appendices, available to Subscriber, subject to Subscriber purchasing the necessary use entitlements.

POI Data: means the data regarding one or more specific Connectors. POI Data include static information (e.g. lat/long, address, accessibility) and dynamic information (e.g. availability).

Quote: means the commercial quote submitted to the Subscriber, which contains the pricing agreed upon by the Parties for Subscriber's use of be.ENERGISED and the services described in the appendices.

Roaming: means the Charging Process that are undertaken by a User, via an Identification Medium provided by its E-Mobility Provider, at the Charging Stations of a Charge Point Operator who may not be such User's E-Mobility Provider.

Roaming Platform: means third-party operated virtual platforms that enable the exchange of POI Data and CDR data to enable (multilateral) Roaming between Charge Point Operators and E-Mobility Providers.

Sub-Instance: means the non-independent user environment within the Instance for use by authorized Sub-Subscribers. Subscriber may assign individual use rights for the Sub-Instance to Sub-Subscribers. Subscriber may assign Sub-Instance user IDs to Sub-Subscribers for such third parties to manage Charging Stations and/or Identification Media in the applicable Sub-Instances.

Sub-subscriber: means the end user/customer of Subscriber who is authorized by Subscriber to use the Sub-Instance.

User: means the end user of the Subscriber who performs a Charging Process at a Charging Station.

3. Description of the Cloud Service

Service Description for this Cloud Service and the services described in the applicable appendices will be provided by ChargePoint to Subscriber separate from this annex and applicable appendices.

4. Change Request

- a. Subscriber may request changes to the Cloud Service and services described in the applicable appendices by written request to ChargePoint ("Change Request"). ChargePoint reserves the right to accept (or not) Change Requests. Each Change Request must contain, at the minimum, the following information:
 - technical specification for the requested change;
 - technical explanation for the requested change;
 - summary of any changes (if any) to Subscriber's use of the Cloud Service and/or services described in the applicable appendices due to the requested change, e.g. service levels, support obligations, etc.; and
 - implementation time frame for the requested change.
- b. Within a reasonable time period after receipt of the Change Request, ChargePoint will either (a) approve such Change Request and submit a Quote to the Subscriber, for its acceptance in accordance with such Quote, for the implementation of the Change Request; or (b) reject such Change Request. Subscriber acknowledges and agrees that certain Change Requests, due to the material scope of work and costs involved, may require the Parties to enter into a separate legally binding agreement ("Change Request Contract"), in addition to or separate from the applicable Quote, for the implementation of such Change Requests.
- c. Each Party shall bear its own costs and expenses incurred in connection with any Change Request; provided, that Subscriber will pay the fee stated in the applicable Quote or Change Request Contract for Change Requests accepted by ChargePoint. If the Quote or Change Request Contract only specifies an estimate for the scope of work or costs related to such Change Request, Subscriber is obligated to pay ChargePoint on the basis of the then-current hourly rate of ChargePoint; provided, that such payment will not exceed the estimate, included in the applicable Quote or Change Request Contract, by more than 50%. Payment for Change Requests will be invoiced to the Subscriber immediately after the completion of the applicable Change Request, unless the applicable Quote or Change Request Contract specifies different payment obligations.
- d. As between the Parties, ChargePoint shall retain all rights, title, and interest to any work created during the course of the implementation and any other work related to Change Requests, including, without limitation, patent, trademark, design protection, semiconductor protection or copyright law. ChargePoint reserves all rights, title, and interest to further develop and use, at its own discretion and for its own purpose separate from the Change Request, any work created during the course of the implementation and any other work related to Change Requests, including, without limitation, the right to license and further develop such work with third parties. Unless expressly agreed to otherwise by the Parties in writing, Subscriber is granted a limited non-exclusive, non-sublicensable, and non-transferable license right for the duration of its subscription term for this Cloud Service to use any work created during the course of the implementation and any other work related to Change Requests subject to the terms and conditions of the Cloud Terms, this annex, and any applicable appendices.

5. Subscriber Flow-Down Obligations

Subscriber is entitled to create Sub-Instances within their Instance and assign IDs for these Sub-Instances to Sub-subscribers to enable such Sub-subscribers to manage Charging Stations and/or Identification Media in these Sub-Instances. Subscriber shall ensure its Sub-subscribers will fully comply and adhere to any and all obligations of Subscriber pursuant to the Cloud

Terms, this annex, and applicable appendices. Except with respect to payment obligations by and between Subscriber and its Sub-subscribers (such obligation shall remain solely between Subscriber and Sub-subscribers) Subscriber will ensure each Sub-subscribers use of Sub-Instances will be subject to the same terms and conditions that govern Subscriber's use of this Cloud Service and services described in the applicable appendices. Subscriber is responsible and liable to ChargePoint for all acts or omissions attributable to Sub-subscribers in a Sub-Instance created by Subscriber. Upon the creation of any Sub-Instances, Subscriber must pay ChargePoint the fees, referenced in the applicable Quote, within its Instance and Sub-Instances. ChargePoint has no contractual relationship or obligation to Sub-subscribers, including, without limitation, any warranty or support obligations. Unless agreed to otherwise by the Parties in writing, Charging Processes performed at the Charging Stations managed within Sub-Instances are credited directly to the Subscriber and Charging Processes started with Identification Media managed in Sub-Instances are billed directly to the Subscriber.

6. Additional Payment Terms

The payment for one-time services provided by ChargePoint in connection with Subscriber's use of this Cloud Service or any services described in the applicable appendices, including, without limitation, Change Requests, onboarding, and/or training, are 100% due upon delivery by ChargePoint of such one-time service, unless otherwise agreed by the Parties in writing.

7. Term and Termination

Unless otherwise agreed to in the applicable Quote, this annex and/or any applicable appendices shall be valid from the time the Cloud Service and service described in the applicable appendices are activated for a minimum term of twenty-four (24) months. After the aforementioned minimum term, this annex and applicable appendices may be terminated by either Party with three (3) months prior written notice before the end of the then-upcoming calendar quarter.

8. Data Processing

If Personal Data is processed in connection with this Cloud Service or any service described in the applicable appendices, then ChargePoint's North America Data Processing Agreement annex to the Cloud Terms will govern the processing of such Personal Data (as defined in the aforementioned annex).

Appendix

be.ENERGISED License

1. Service Description

Service Description for be.ENERGISED (i.e. Cloud Service) will be provided by ChargePoint to Subscriber as part of the Documentation.

2. Obligations of the Subscriber and System Requirements

- a. The Subscriber confirms that (a) they are the owner of the Charging Stations managed by them in connection with this Cloud Service or (b) that Subscriber is authorized by the owner of Charging Stations to use and operate such stations. Subscriber shall grant ChargePoint all rights to the extent necessary to provision the services described in this appendix.
- b. As between the Parties, Subscriber is responsible for the registration and proper configuration of Charging Stations in connection with its use with be.ENERGISED, including, without limitation, the configuration of correct tax and invoice data (place of supply, tax rate, terms of payment, invoice number ranges) to ensure tax invoicing in compliance with the applicable tax authorities for Charging Processes. Subscriber acknowledges and expressly agrees that these are necessary conditions for the provision by ChargePoint of the services described in this appendix.
- c. Subscriber acknowledges and agrees that if it uses Charging Station(s) that have not passed ChargePoint's interoperability requirements in connection with be.ENERGISED (currently known as ChargePoint Compatible), then certain features described in this appendix may not be available to Subscriber with such Charging Station(s). In such event, Subscriber is obligated to pay ChargePoint for any and all owed fees in connection with its use of be.ENERGISED.

3. Support Services

- a. ChargePoint will provide Subscriber with all necessary information regarding the configuration and operation of be.ENERGISED via an online documentation in the form of a knowledge base available on <https://customer.chargepoint.com/beenergisedsupportcenter/s/>.
- b. Unless expressly agreed to otherwise by the Parties in writing, ChargePoint will provide the Subscriber with support for be.ENERGISED subject to a fee separate from the subscription fee. Support requests must be submitted exclusively via the contact form provided in the ChargePoint support center and will be processed by ChargePoint via a ticketing system at the current hourly rate specified in the applicable Quote or contact form and will be invoiced to the Subscriber monthly in arrears. An itemized list of the provided support services can be viewed at any time via the administration interface in be.ENERGISED.
- c. Subject to the type of subscription fee/use entitlement purchased by Subscriber, ChargePoint processes support requests on a 24/7 basis.
- d. For the avoidance of doubt, ChargePoint does not provide any support to Users in connection with Subscriber's use of be.ENERGISED, unless Subscriber has explicitly ordered and purchased such support service from ChargePoint. Unless such aforementioned support service for Users is purchased by Subscriber, Subscriber is solely responsible and liable to provide support for Users. Subscriber acknowledges and agrees that the processing by ChargePoint of any support requests by Users will be charged to Subscriber at the hourly rate quoted in the applicable Quote.

4. Transaction Costs

Payment and billing services for Charging Processes available via be.ENERGISED are provided by ChargePoint or third-party service providers. ChargePoint shall have the right to change such service provider at any time, and ChargePoint reserves the right to charge Subscriber implementation fees due to such change. The aforementioned third-party services include, without limitation, the following:

- processing of payments via payment service gateways,

- transmission of CDRs in case of Roaming.

The use of the aforementioned services is automatically logged in be.ENERGISED, and the use-related costs are specified in the applicable Quote. All costs will be invoiced to the Subscriber on a monthly basis in arrears, and an itemized list of the underlying transactions can be viewed via the administration interface in be.ENERGISED.

5. Service Level Objective

The document that describes the service level objectives for this Cloud Service will be provided by ChargePoint as part of the Documentation.

Appendix

INBOUND ROAMING SERVICE

1. Service Description

Service Description for the service described in this appendix ("**INBOUND ROAMING SERVICE**") will be provided by ChargePoint to Subscriber as part of the Documentation.

2. Obligations of the Subscriber

- a. Subscriber shall grant ChargePoint all rights to the extent necessary for the provision of the services described in this Appendix.
- b. As between the Parties, Subscriber acknowledges and agrees it is solely responsible and liable for the following in connection with the Charging Stations activated for the INBOUND ROAMING SERVICE:
 - i. to store a rate option for each Connector based on the selection of rate options provided by ChargePoint. Stored rate options shall comply with the legal and administrative regulations applicable at the location of the Charging Station;
 - ii. to define and update the properties per Charging Station via the administration interface made available via be.ENERGISED, including, without limitation, to marketing and information regarding Roaming as well as information which must be provided in compliance with the OCPI protocol, which includes, without limitation, the following information: address, geolocation, type of Charging Station, Connectors, number and type of plugs, maximum charging power of the Connector, availability, Supported means of authorization, opening hours or other access restrictions. As between the Parties, the Subscriber shall be exclusively responsible and liable for compliance with applicable laws and regulations in connection with its use of INBOUND ROAMING SERVICE and shall indemnify and hold ChargePoint harmless in the event of any third-party claims being asserted in connection with incorrect or incomplete data provided in connection with its use of INBOUND ROAMING SERVICE;
 - iii. to provide an instruction manual and a notice to Users to describe how to correctly use all applicable Charging Stations;
 - iv. to ensure the safe use of the Charging Stations by Users;
 - v. to remedy and repair any defects or malfunctions of the Charging Stations within five business days of the first notification to Subscriber of such defects or malfunctions; and
 - vi. to only use Charging Station that complies with the applicable metering, calibration and safety laws as well as with any other legal or administrative regulations applicable at to the Charging Station. Charging Stations that do not comply with these requirements must not be activated for INBOUND ROAMING SERVICE. As between the Parties, the Subscriber shall be exclusively responsible and liable for compliance with applicable laws and regulations in connection with its use of INBOUND ROAMING SERVICE.

3. Granting of Rights to ChargePoint

- a. Subscriber grants ChargePoint the right to use the Charging Stations activated for INBOUND ROAMING SERVICE, which right shall be limited in time to the subscription term of the Cloud Service, but apart from this, shall be unlimited and sublicensable, so that ChargePoint or a third party commissioned by ChargePoint may market the Charging Stations as set out in this appendix and make the Charging Stations available for use by third parties.
- b. Subscriber grants ChargePoint the right to use the POI Data, which right shall be limited in time to the subscription term of the Cloud Service, but apart from this, shall be unlimited and sublicensable, so that ChargePoint or a third party commissioned by ChargePoint may edit, correct, enrich, and make the POI Data available to third parties for publication at its own discretion.

4. Rate Options and Taxes

- a. ChargePoint will provide Subscriber with a selection of rate options for storage on Connector level with the Charging Stations activated for INBOUND ROAMING SERVICE.

- b. Subscriber shall be solely responsible for selecting a rate option in compliance with all applicable laws and regulations. In exchange for ChargePoint collecting fees, on behalf of Subscriber, based on the rate options set by the Subscriber for a Charging Session ("**Inbound Roaming Session Fee**"), Subscriber hereby authorizes ChargePoint to deduct from all Inbound Roaming Session Fees collected: (a) ChargePoint Fees (as defined in the separate and then-current Charging Station Cloud Services annex); and (b) applicable Taxes, subject to the terms and conditions of this section.
- c. In connection with payment to Subscriber of Net Session Fees (as defined in the separate and then-current Charging Station Cloud Services annex). Subscriber and ChargePoint will fully comply with the responsibilities and requirements described in Section 2.3 (Payment to Subscriber of Net Session Fees) of such Charging Station Cloud Services annex.
- d. In connection with Taxes that apply to the service described in this appendix, Subscriber and ChargePoint will fully comply with the responsibilities and requirements described in Section 3 (Taxes) of the separate and then-current Charging Station Cloud Services annex.

5. User Complaints

In connection with complaints by Users regarding eMSPs or Roaming Partners and received by ChargePoint, via Subscriber, in connection with Subscriber's use of INBOUND ROAMING SERVICE, ChargePoint will verify the applicable transaction(s) to confirm its validity and accuracy. If ChargePoint determines, in its sole discretion, that the data in the applicable transaction transmitted by the Charging Station is incorrect, inadequate or incomplete, then ChargePoint is entitled, at its own discretion, to reimburse the applicable User complainant partially or completely. Any resulting reimbursement related to the User complaint will be passed on to the Subscriber, whether invoiced to the Subscriber or deducted from the reimbursement.

6. Disclaimer

ChargePoint does not guarantee or assume any liability for any traffic or turnover for Subscriber's Charging Stations used in connection with INBOUND ROAMING SERVICE. ChargePoint does not guarantee or assume no liability for completing any access agreements with specific eMSPs or with a certain minimum number of eMSPs.

Appendix

360.SUPPORT

1. Service Description

Service Description for the service described in this appendix will be provided by ChargePoint to Subscriber as part of the Documentation. For the purposes of this appendix, references to “be.ENERGISED” in this appendix mean “Cloud Service.”

2. Obligations of the Subscriber

- a. Subscriber hereby confirms that they are the owner of the Charging Stations activated in connection with 360.SUPPORT or that they are authorized by the owner of such stations to use and operate such Charging Stations without restriction and in a sublicensable manner. Subscriber shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in this appendix.
- b. Subscriber is responsible for the registration and proper configuration of Charging Stations in be.ENERGISED, for the configuration of the data connection and the provision of access data as well as the display of the 360.SUPPORT contact information for the benefit of Users. Subscriber acknowledges and expressly agrees that these are necessary conditions for the provision by ChargePoint of the services described in this appendix.
- c. Subscriber shall only activate Charging Station(s) for 360.SUPPORT that have passed ChargePoint’s interoperability requirements in connection with be.ENERGISED (currently known as ChargePoint Compatible). If Subscriber fails to comply with the aforementioned requirement, then certain services described in this appendix may not be available to Subscriber with such Charging Station(s). Notwithstanding the foregoing, Subscriber is obligated to pay ChargePoint all fees charged for its use of 360.SUPPORT. ChargePoint reserves the right to charge Subscriber for the any additional costs, on the basis of the current hourly rate, incurred in connection with the processing of error messages and analysis of errors of the aforementioned Charging Stations.
- d. Subscriber shall support ChargePoint in the processing of error messages and analysis of errors, including, without limitation, by providing ChargePoint with all relevant information.

3. Service Level Objectives

- a. The document that describes the service level objectives for this Cloud Service will be provided by ChargePoint as part of the Documentation.

4. Hotline

ChargePoint will provide Users access to a customer support personnel to help resolve issues related to the service described in this appendix.

Appendix

Consulting and Project Management

1. Service Description

Service Description for the service described in this appendix will be provided by ChargePoint to Subscriber as part of the Documentation.

2. Obligations of the Subscriber

Subscriber will provide, on a timely basis, all information and documents necessary for the provision of the consulting and project management services made available by ChargePoint.

3. Intellectual Property Rights

In connection with the consulting and project management services provided pursuant to this appendix, as between the Parties ChargePoint shall retain all rights, title, and interest to any work created during the course of the implementation and any other work related to the consulting and project management services, including, without limitation, patent, trademark, design protection, semiconductor protection or copyright law. ChargePoint reserves all rights, title, and interest to further develop and use, at its own discretion and for its own purpose separate from such consulting and project management services, any work created during the course of the implementation and any other work related to such services, including, without limitation, the right to license and further develop such work with third parties. Unless expressly agreed to otherwise by the Parties in writing, Subscriber is granted a non-exclusive, non-sublicensable and non-transferable right, for the subscription term of this service, to use these work results in accordance with the terms and conditions of the Cloud Terms, this annex and appendix.