

Framework Agreement

be.ENERGISED Product Family

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Preamble

ChargePoint develops and operates the software be.ENERGISED, a cloud-based all-in-one solution for implementing business models in the field of electromobility. be.ENERGISED enables the management of charging infrastructure for electrically powered vehicles by providing functions for the administration, monitoring and billing of Charging Stations and Charging Processes as well as for the administration and billing of Identification Media with or without Roaming function.

Based on be.ENERGISED, ChargePoint offers a variety of services for corporate customers, including the marketing of Charging Stations to third parties by ChargePoint (be.ENERGISED COMMUNITY), the access to third-party charging infrastructure via Roaming (eMSP.OPERATION), the operational management of Charging Stations including monitoring and remote maintenance (Chargepoint.OPERATION, 360.SUPPORT) as well as the operation of a hotline for End Users (eDriver.HOTLINE, 360.SUPPORT). As an interface to the End User, ChargePoint offers a mobile application tailored to the specific requirements in the field of electromobility (eDriver.APP).

This Framework Agreement contains the general conditions and modalities of the use of be.ENERGISED and the services based on it as well as the general mutual rights and obligations of the contracting parties including service level. The special conditions of use of be.ENERGISED and the individual services, including detailed service descriptions and response times, are set out in the respective appendices. All appendices and the Offer referred to on the first page of the Framework Agreement (hereinafter "Offer") form an inseparable part of this Framework Agreement; therefore, if reference is made to the Framework Agreement in the following, all appendices and the Offer are always included.

In case of a conflict between this Framework Agreement and the appendices, the provisions set out in the appendices shall have precedence over the Framework Agreement. In case of a conflict between this Framework Agreement or the appendices and the Offer, the provisions set out in the Offer shall have precedence over the Framework Agreement or the appendices.

The Framework Agreement covers all services and functions provided by ChargePoint, even if the client has licensed or uses only parts of them.

1) Definitions

be.ENERGISED refers to the cloud-based application for the administration, monitoring and billing of Charging Stations and Charging Processes, which is operated by ChargePoint and – depending on the selected license – made available for use as Software as a Service (SaaS) via the Internet.

Charge Point Operator (CPO) is an operator of publicly accessible Charging Stations for electrically powered vehicles. The Charge Point Operator is not necessarily identical with the Charging Station Owner (CSO).

Charging Process means the entire process of charging an electrically powered vehicle at a Charge Point 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 client for further use (in particular for billing the End User).

Charge Point (CP) means the connector of a Charging Station to which an electrically powered vehicle can be connected for charging the battery.

Charging Station (CS) means the entirety of a technical device (hard- and software) for charging electrically powered vehicles with electrical energy. A Charging Station has one or more Charge Points.

Confidential Information shall have the meaning as set out in Clause 13).

Effective Date shall have the meaning as set out in Clause 12).

End User (E-Mobility User, EMU) is a natural person who uses a Charging Station to charge the batteries of an electrically powered vehicle either in their own name and for their own account or in another person's name and for another person's account. An End User may have a contract with an E-Mobility Provider providing them with access to Charging Stations of one or more Charge Point Operators. For the purpose of subsequent billing of a Charging Process at the conditions agreed with their E-Mobility Provider, an End User may identify themselves at a Charging Station by means of an Identification Medium (charging card or mobile application) received from their E-Mobility Provider.

E-Mobility Providers (EMP) offer End Users access to Charging Stations of one or more Charge Point Operators including the supply of electricity via Identification Media at defined conditions. For this purpose, E-Mobility Providers conclude access agreements with one or more Charge Point Operators.

Force Majeure shall have the meaning as set out in Clause 8).

Identification Media are either physical media such as charging cards (RFID cards according to ISO 14443) or virtual media such as mobile applications. Identification Media are issued by E-Mobility Providers to their End Users and enable them to use third-party charging infrastructure via Roaming at defined conditions.

Instance describes the user environment which is – depending on the selected license – set up for the client in be.ENERGISED. This means a storage area exclusively reserved and accessible for the client which is logically separated from the other areas of the system in such a way that the data stored in it cannot be accessed from third parties.

Minimum Term of the Framework Agreement shall have the meaning as set out in Clause 12).

Offer refers to the commercial offer submitted to the client, which contains the prices and conditions agreed upon between the contracting parties for the use of be.ENERGISED and the services based on it, and which is referenced on the first page of the Framework Agreement by stating the Offer Number.

POI data are data regarding one or more specific Charge Points. POI data include static information (e.g. lat/long, address, accessibility) and dynamic information (e.g. availability).

Roaming, for the purposes of this Framework Agreement, refers to Charging Processes that are performed by an End User by using an Identification Medium received from their E-Mobility Provider at the Charging Stations of a Charge Point Operator who is not identical to the End User's E-Mobility Provider.

Roaming Platform means third party operated virtual platforms used for the purpose of concluding contracts and exchanging data to enable (multilateral) Roaming between Charge Point Operators and E-Mobility Providers.

2) Data Protection

Insofar as personal data is processed in the context of the use of be.ENERGISED and the services based on it, this is done exclusively for the purpose of fulfilling this Framework Agreement and on the basis of the applicable data protection regulations, in particular in accordance with the GDPR¹ as well as in accordance with the Data Protection Agreement concluded between the contracting parties to guarantee data protection in accordance with Art 28 GDPR (Appendix L).

3) General Terms of Use

- (1) The client is entitled to use the licensed services in accordance with the provisions of this Framework Agreement.
- (2) The services available to the client and their scope of functions depend on the selected license and its individual configuration by the client.
- (3) Depending on the selected license, a separate Instance is set up for the client in be.ENERGISED. To access this Instance, the client is assigned a user ID consisting of an e-mail address and password. The client can create further user IDs in be.ENERGISED at any time via the administration interface in be.ENERGISED in accordance with the provisions of this Framework Agreement.
- (4) The client shall be liable and take suitable organizational measures to ensure that the user ID assigned to them and any other user IDs they may create are used exclusively by a single natural person authorized by the client and that the computers used for accessing be.ENERGISED are protected against external attacks and other threats by virus protection and other prevention programs on a daily basis in accordance with the current state of the art and that these computers are not left unattended by the personnel as long as a connection to be.ENERGISED exists.
- (5) Depending on the selected license, the client can activate optional functions or upgrade to more extensive licenses at any time via the administration interface in be.ENERGISED in accordance with the provisions of this Framework Agreement and at the current prices and conditions as well as any additional terms of use associated with individual optional functions. Prices and conditions as well as any additional terms of use associated with individual optional functions shall be displayed directly in be.ENERGISED.
- (6) The client acknowledges and expressly agrees that when activating optional functions or upgrades to more extensive licenses via the administration interface in be.ENERGISED, the client shall be subject to the displayed prices and conditions as well as any additional terms of use associated with individual optional functions, so that the displayed prices, conditions and additional terms of use shall become an integral part of this Framework Agreement without further declaration or separate written consent.
- (7) The client undertakes to use be.ENERGISED and the services based on it exclusively for lawful purposes and in accordance with the applicable legal and administrative regulations. ChargePoint assumes no liability for any illegal conduct of any kind on the part of the client in connection with the use of be.ENERGISED and the services based on it. All actions, including the activation of optional functions and upgrades to more extensive licenses, which are carried out via a user ID assigned to the client or created by them in their Instance, are exclusively attributed to the client.
- (8) The client shall immediately inform ChargePoint via the contact form provided in the ChargePoint support center of any disruptions in the availability (operational or functional disruptions) of be.ENERGISED or individual services based on it as soon as they become apparent.

4) Changes

- (1) The contracting parties are aware that be.ENERGISED and the services based on it are a SaaS application that is continuously developed by ChargePoint. New functions as well as changes to existing functions will be continuously integrated into the system with special consideration of security, data protection and user-friendliness in order to maintain the current state of the art and to adapt to the changing requirements of the market. be.ENERGISED and the services based on it are also subject to legal and administrative regulations, including but not limited to the applicable energy, tax, and data protection laws as well as other applicable laws and regulations.
- (2) ChargePoint therefore reserves the right to make technical changes to individual or all services at any time or to adapt them to a changed factual and legal situation at any time and the client hereby expressly agrees to such changes and

¹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, OJ L 119, 4.5.2016, p. 1, corrigendum OJ L 127, 23.5.2018, p. 2 (EU-General Data Protection Regulation - GDPR).

adaptations, provided that the totality of the contractually agreed services is not significantly reduced or rendered completely unusable as a result of such changes or adaptations.

(3) ChargePoint will notify the client at least six (6) months prior to a substantial change or complete discontinuation of individual services owed under this Framework Agreement. This does not apply if compliance with the aforementioned deadline would represent a) a more than insignificant security risk for the operation of be.ENERGISED or b) a considerable technical or economic difficulty for ChargePoint or c) a violation of applicable legal or administrative regulations or intellectual property rights of third parties.

5) Change Requests

(1) Subsequent changes or additions concerning the content or the scope of the services owed by ChargePoint under the Framework Agreement can be requested by the client in writing at any time. ChargePoint is not obliged to implement such changes or additions. An application for changes or additions (Change Request) must contain at least the following information:

- a) technical specification of the change or addition,
- b) justification of the change or addition from a technical point of view,
- c) effects on the existing contractual relationship, especially with regard to agreed service level and the like,
- d) time frame for the implementation of the change or addition by ChargePoint.

(2) Within a reasonable period of time after receipt of the Change Request, ChargePoint will either submit a written offer to the client for the implementation of the requested changes or additions or reject the implementation. In case of comprehensive changes or additions, the contracting parties will conclude a separate contract which in particular must contain an exact performance description (definition of done). The acceptance of the offer by the client or the conclusion of the contract must be made in writing within the time limit stated in the offer.

(3) Each contracting party shall bear its own costs and expenses incurred in connection with a Change Request. However, for the implementation of a Change Request, ChargePoint is entitled to a remuneration according to the conditions stated in the offer or contract. If the offer or contract only contain an estimation of the workload or costs related to a Change Request, a remuneration corresponding to the actual workload or costs is due on the basis of the current hourly rate of ChargePoint; in this case, the remuneration must not exceed the estimation contained in the offer or contract by more than 50%. The remuneration will be invoiced to the client immediately after implementation of a Change Request, unless the offer or contract provide for a different mode of payment, for example in the form of advance or interim payments.

(4) ChargePoint shall be exclusively entitled to all rights to all work results produced in the course of implementation of a Change Request which may be derived from patent, trademark, design protection, semiconductor protection or copyright law. ChargePoint reserves the right to further develop and use these work results at their own discretion and for their own purposes, in particular to license these work results and further developments to third parties. Unless expressly agreed otherwise, the client is granted a non-exclusive, non-sublicensable and non-transferable right, limited in time to the term of this Framework Agreement, to use these work results in accordance with the provisions of this Framework Agreement.

6) Service Level

(1) ChargePoint strives for a continuous, disruption-free operation of be.ENERGISED and the services based on it for 24 hours a day, 365 days a year. Due to regularly required (security) updates and maintenance measures, only average annual availabilities are deemed to be agreed. The contracting parties agree on an average annual availability of be.ENERGISED of 97,25% based on a calendar year (24 hours a day, 365 days a year).

(2) A disruption in the availability (operational or functional disruption) of be.ENERGISED is only given if and as long as both the web front-end and the OCPP interface to the Charging Stations are not accessible via the Internet for reasons attributable to ChargePoint.

(3) The availability of be.ENERGISED is only considered to be reduced from the time of receipt of the information about the disruption to be submitted by the client via the contact form provided in the ChargePoint support center. If and as long as the client fails to inform ChargePoint about the disruption, no claims of any kind arising from the reduction in availability shall be due. The average annual availability is measured by ChargePoint on the basis of records of the accessibility of the web front-end and the OCPP interface; the outcome of such measurements shall be made available to the client upon request by means of an appropriate annual reporting.

(4) Especially the following circumstances are not regarded as a reduction in availability for which ChargePoint is responsible and are therefore not taken into account when calculating the average annual availability:

- a) planned maintenance measures
 - with a duration of less than ten (10) minutes each without prior notice,
 - with a duration of less than three (3) hours each, which are announced by ChargePoint at least fourteen (14) calendar days in advance by e-mail and which are carried out between 8:00 p.m. and 4:00 a.m. (CET),
- b) failures
 - of individual functions or individual M2M SIM cards or VPN connections; these are remedied according to the provisions of Clause 7) of this Framework Agreement,
 - due to incompatibilities caused by the use of non-standard web browsers, whereby web browsers shall in any case be deemed to be non-standard if and as long as they do not have, in the respective version, a market share of at least 5%,
 - which result from temporary unavailabilities of any mobile (phone) networks,

- c) any errors, malfunctions, failures or damage to software, hardware or network components, the cause of which lies outside the sphere or control of ChargePoint, in particular Force Majeure, as well as any errors, malfunctions, failures or damage to software, hardware or network components, the cause of which lies within the sphere or control of the client or third parties attributable to the client, in particular failure to comply with the system requirements, improper operation, use of non-certified Charging Station hardware, incompatible interfaces or parameters and lack of network coverage.

(5) If the agreed average annual availability is not reached, the client shall only be entitled to compensation in the form of a subsequent reduction of the license fee paid for the use of be.ENERGISED in the calendar year concerned as follows:

Availability in %	Fee Reduction in % of the Annual License Fee
>= 95 < 97,25	10
>= 90 < 95	20
< 90	30

(6) The contracting parties agree that the agreed compensation shall cover all claims of the client arising out of or in connection with the reduction in availability and that any further claims, whether in contract, in tort (including negligence), under warranty, under statute or otherwise, shall be excluded.

7) Warranty

(1) ChargePoint warrants in accordance with the general statutory provisions that the contractually owed services correspond to the specifications of the respective service descriptions when used as intended and that they are not affected with defects that not only insignificantly restrict or cancel the intended use; however, warranty is subject to the following restrictions:

(2) be.ENERGISED and the services based on it are developed and operated in accordance with the most current and up to date technology available. However, the contracting parties acknowledge and agree that the latest technology with regard to computer programs does not mean that such computer programs are completely free of errors and malfunctions. It is generally accepted that even the most thoroughly tested software can malfunction, have bugs, defects and pose security risks and must be constantly updated and improved. Therefore, ChargePoint assumes no responsibility and shall not be liable for the fact that be.ENERGISED is available via the web-front end and the OCPP interface beyond the service level specified in Clause 6) of this Framework Agreement. Furthermore, ChargePoint does not guarantee or assume any risk of success with regard to the individual services, in particular regarding their usability or specific suitability for a certain purpose; the individual services are described conclusively in the respective service descriptions and the client cannot derive any rights from any other information, whether on websites, in printed brochures or other product and advertising material.

(3) Moreover, ChargePoint assumes no responsibility and is not liable for errors, malfunctions, failures or damage to software, hardware or network components, the cause of which lies outside the sphere or control of ChargePoint, in particular Force Majeure, or the cause of which lies within the sphere or control of the client or third parties attributable to the client, in particular in the event of non-compliance with the system requirements, improper operation, use of non-certified Charging Station hardware, incompatible interfaces or parameters and lack of network coverage.

(4) Defects must immediately be reported to ChargePoint via the contact form provided in the ChargePoint support center, including a detailed description of the defect. If the client fails to immediately report a defect, they cannot assert any claims whatsoever, unless they can prove that ChargePoint caused or concealed the defect intentionally or through gross negligence; the burden of proof for the existence of defects as well as for intent or negligence on the part of ChargePoint always lies with the client.

(5) If, in the course of the technical examination of a reported malfunction, it should be found that there is no defect for which ChargePoint must assume responsibility under the terms of this Framework Agreement, ChargePoint reserves the right to demand an appropriate remuneration for the expenses incurred on the basis of the current hourly rate.

(6) In the event of a defect for which ChargePoint must assume responsibility under the terms of this Framework Agreement, ChargePoint is obliged to restore the contractually agreed functionality within a reasonable period of time, whereby ChargePoint is free to choose the means to remedy the defect. If the defect itself cannot be remedied or cannot be remedied within a reasonable period of time or only with disproportionately high effort, ChargePoint is entitled to avoid the malfunction caused by the defect by means of a workaround; this, however, would always take into account the legitimate interests of the client.

8) Liability

(1) The contracting parties are liable in accordance with the general statutory provisions; however, liability is subject to the following limitations:

(2) The limits on liability set out in this Clause 8) shall not apply to the extent that such liability arises out of or in connection with:

- a) death or personal injury resulting from a contracting party's negligence,
- b) fraud, or wilful misconduct,

- c) wrongful termination of the Framework Agreement or parts thereof,
- d) client's obligation to pay undisputed invoices that have become due,
- e) client's liabilities according to Appendix A Clause 7) para (5), Appendix C Clause 3) para (2) lit b) or lit h) or Clause 7) para (3), Appendix D Clause 3) para (3) or Clause 7) para (3) and para (4) or Clause 8) para (4),
- f) any breach of Clause 2) (Data Protection), 10) (Intellectual Property Rights) or 13) (Confidentiality) of the Framework Agreement,
- g) any other liability to the extent which it cannot be lawfully limited or excluded.

(3) SUBJECT TO THE ABOVE AND TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW, THE CONTRACTING PARTIES SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO COMPLY WITH THEIR OBLIGATIONS UNDER THIS FRAMEWORK AGREEMENT IF SUCH DELAY OR FAILURE IS THE RESULT OF AN EVENT WHICH IS BEYOND THEIR REASONABLE CONTROL AND WHICH HINDERS THE EXECUTION OF THEIR OBLIGATIONS UNDER THE FRAMEWORK AGREEMENT, INCLUDING BUT NOT LIMITED TO NATURAL DISASTERS, EXTREME WEATHER CONDITIONS, FLOODING, LIGHTNING, EXPLOSIONS, FIRE, PLAGUE, PANDEMICS, RIOTS, WAR AND MILITARY OPERATIONS, NATIONAL OR LOCAL EMERGENCY SITUATIONS, ACTS OR NEGLIGENCE OF THE GOVERNMENT, IMPORT, EXPORT, OR TRANSIT PROHIBITIONS, ECONOMIC DISPUTES OF ANY NATURE WHATSOEVER, STRIKES OR OTHER LABOUR ACTIONS, COLLAPSES, DISRUPTIONS IN TRAFFIC OR POWER NETWORKS, THE REDUCED OR NON-FUNCTIONING OF NETWORKS, SYSTEMS OR EQUIPMENT OF THIRD PARTIES AS WELL AS ANY ACT OF NEGLIGENCE OF A PERSON OR ENTITY WHICH IS OUTSIDE THEIR REASONABLE CONTROL (HEREINAFTER "FORCE MAJEURE").

(4) SUBJECT TO THE ABOVE AND TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW, THE CONTRACTING PARTIES SHALL ONLY BE LIABLE FOR DIRECT DAMAGES SO THAT THERE SHALL BE NO LIABILITY, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER WARRANTY, UNDER STATUTE OR OTHERWISE, FOR ANY INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, PURE FINANCIAL LOSSES, IN PARTICULAR LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUES, GOODWILL OR ANTICIPATED SAVINGS.

(5) SUBJECT TO THE ABOVE AND TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW, THE LIABILITY OF EITHER CONTRACTING PARTY, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER WARRANTY, UNDER STATUTE OR OTHERWISE, SHALL BE LIMITED TO THE SUM OF THE ANNUAL NET FEES PAID OR PAYABLE BY THE CLIENT UNDER THIS FRAMEWORK AGREEMENT FOR EACH INDIVIDUAL CASE OF DAMAGE. AN INDIVIDUAL CASE OF DAMAGE IS THE SUM OF ALL CLAIMS OF ALL ENTITLED PERSONS RESULTING FROM ONE OR MORE CAUSING EVENTS THAT ARE FACTUALLY OR LEGALLY RELATED TO EACH OTHER.

(6) Either contracting party's claims for damages shall become statute-barred within six (6) months from the date of knowledge of the damage and the damaging party; the burden of proof for the existence of a damage and of intent or negligence always lies with the contracting party invoking such damage and intent or negligence.

(7) As far as the liability of either contracting party is excluded or limited according to the above provisions, this also applies to their personally liable directors as well as their employees.

9) Subcontractors

ChargePoint is entitled to engage one or more subcontractors to fulfil individual or all obligations arising from this Framework Agreement. Regarding the processing of personal data of the client by subcontractors the provisions of Clauses 9) and 10) of Appendix L of this Framework Agreement apply.

10) Intellectual Property Rights

(1) ChargePoint or their licensors are entitled to all rights to be.ENERGISED and the services based on it which may be derived from patent, trademark, design protection, semiconductor protection or copyright law. The client is granted a non-exclusive, non-sublicensable and non-transferable right, limited in time to the term of this Framework Agreement, to use these services in accordance with the provisions of this Framework Agreement.

(2) By concluding or fulfilling this Framework Agreement, the client does not acquire any intellectual property or any other rights beyond the mere right of use. In particular, the client is neither entitled to make changes or further developments to the software components made available to them nor are they entitled to have such changes or further developments made by third parties.

(3) Exclusively when using the product be.ENERGISED under the "Essentials" license, the client is entitled to create Sub-Instances within their Instance and to assign user IDs for these Sub-Instances to third parties in such a way that third parties (sub-clients) can manage Charging Stations and/or Identification Media in these Sub-Instances. The client shall impose all their obligations under this Framework Agreement, with the exception of their obligations relating to remuneration, upon the sub-clients in writing and shall ensure that the sub-clients, when using be.ENERGISED and the services based on it, are subject to the same contractual obligations as the client. The client is responsible to ChargePoint for all acts or omissions that are carried out via a user ID assigned by the client in a Sub-Instance created by the client. The maximum number of user IDs available to the client according to the offer must not be exceeded. When creating Sub-Instances, the client must pay the monthly fees per Charge Point/Identification Medium to ChargePoint for both the Charging Stations/Identification Media managed in their Instance as well as those Charging Stations/Identification Media managed in the Sub-Instances. With regard to passing on such fees to the sub-clients, the client is not subject to any restrictions. ChargePoint has no contractual relationship with the sub-clients and does not provide any warranty or support to them. Unless expressly agreed otherwise, the Charging Processes performed at the Charging Stations managed in Sub-Instances are credited directly to the client and Charging Processes started with Identification Media managed in Sub-Instances are billed directly to the client.

11) Remuneration and Payment Terms

(1) The remuneration owed by the client shall be calculated on the basis of the unit prices of the contractually agreed services plus the unit prices of any other functions activated by the client in be.ENERGISED or services actually used by the client.

(2) The prices and conditions agreed upon between the contracting parties are set out in the Offer or are directly displayed to the client when optional functions or upgrades to more extensive licenses are activated via the administration interface in be.ENERGISED. The client hereby expressly confirms receipt and unconditional acceptance of the Offer. All prices, whether quoted in offers, on websites or in be.ENERGISED, are net prices exclusive of VAT and any other applicable taxes and fees.

(3) Prices can be adjusted annually by ChargePoint regardless of the date of the conclusion of this Framework Agreement. The client hereby expressly agrees to an annual price increase to such an extent as the consumer price index 2015 (VPI 2015), published by the Federal Institute Statistik Austria, has changed on an annual basis plus one additional percentage point. The index figures published for the month of March shall be used as basis for the calculation. In case the above-mentioned index should no longer be published, ChargePoint is entitled to apply another comparable index as determined by the Federal Institute of Statistik Austria or its legal successor or a similar institution. Price increases which exceed the agreed extent must be notified to the client by e-mail at least three (3) months in advance.

(4) Unless expressly agreed otherwise, the remuneration owed by the client will be invoiced monthly in arrears and is due for payment immediately without deductions. If optional functions are activated or deactivated during the month, the full month shall be invoiced. All invoices or credit notes shall be made available to the client exclusively in digital form either by e-mail or as download in be.ENERGISED. Therefore, the rebuttable presumption applies that the invoice date corresponds to the date of receipt by the client. Any objections to invoices or credit notes must be raised by the client in writing within two (2) weeks from receipt, otherwise the client waives their right to make any claims whatsoever arising from the invoice or credit note.

(5) If payment by direct debit, credit card or an alternative electronic means of payment has been agreed, the collection shall be made using the agreed means of payment immediately after the invoice has been issued. In this case, the client undertakes to provide ChargePoint with a valid direct debit mandate and to transmit this direct debit mandate to their bank or to authorize the debit of the means of payment notified by the client. ChargePoint must be informed of any changes to the banking details in advance.

(6) The client shall only be entitled to set off such counterclaims which's legitimacy is undisputed between the contracting parties or has been legally established by a court decision. Any right of retention by the client of the remuneration owed by them under the Framework Agreement is excluded.

(7) ChargePoint is entitled to set off any amounts to be credited to the client, e.g. for the supply of electricity, against the remuneration owed by the client in accordance with the provisions of this Framework Agreement.

(8) In the event of late payment, the client shall owe the outstanding amount, including default interest of 6% p.a. and costs of the collection agency. In addition, ChargePoint is entitled to partially or completely discontinue the provision of the contractually owed services if the client does not or not completely fulfil their obligation to pay the remuneration after a two-time reminder. Such interruptions of the contractually owed services are not taken into account when determining compliance with the agreed service level.

12) Term and Termination

(1) This Framework Agreement shall enter into force on the date of signature by both parties, but no later than the date of first use of the services by the client (hereinafter "Effective Date") and shall be in force for an indefinite period of time. It may be terminated by either contracting party at the end of each calendar quarter without giving reasons by giving three (3) months' prior written notice, whereby it is agreed that both contracting parties waive their right to terminate the Framework Agreement for a period of twenty-four (24) months from the Effective Date (hereinafter "Minimum Term of the Framework Agreement").

(2) Notwithstanding the Minimum Term of the Framework Agreement, the client is entitled to terminate the Framework Agreement at any time with immediate effect if ChargePoint significantly violates fundamental obligations arising from this Framework Agreement despite written reminder and the setting of a reasonable grace period. Reminders must be made in writing without exception.

(3) Notwithstanding the Minimum Term of the Framework Agreement, ChargePoint is entitled to terminate the Framework Agreement at any time with immediate effect, a) in case of violation of fundamental obligations arising from this Framework Agreement by the client, in particular in case of default of payment of more than twenty-one (21) days, b) if liquidation or bankruptcy proceedings are opened over the assets of the client or the opening of such proceedings is rejected due to lack of assets, c) in case of changes in the ownership or control rights of the client's company (change of control) resulting in the direct or indirect acquisition of more than 50% of the share capital or voting rights or any other direct or indirect influence on the management of the client's company by a competitor operating in the business fields of ChargePoint, d) if a subcontractor working for ChargePoint, whose services are required for the provision of the services offered by ChargePoint, terminates their contractual relationship with ChargePoint, discontinues their services or in case the client objects to the use of this subcontractor, as well as e) in the event of a mandatory legal or governmental order.

(4) In the event of termination of the Framework Agreement for any reason whatsoever, each contracting party shall return to the other party any property of the other party which is in their possession within a reasonable period of time.

13) Confidentiality

(1) The contracting parties are aware of the fact that the information and data exchanged for the purpose of mutual performance of the Framework Agreement may be confidential or may constitute a business or trade secret (hereinafter "Confidential Information") of the disclosing party.

(2) For the purpose of this confidentiality clause, Confidential Information shall mean all information which, on reasonable consideration, is to be considered as such by reasonable businessmen, irrespective of whether such information is marked as secret or confidential or by what means and through what media it has been disclosed or made known to the receiving party or in what form such information is embodied.

(3) The contracting parties therefore undertake to use all Confidential Information disclosed or made known to them in the course of the negotiation or fulfilment of this Framework Agreement exclusively for the purpose of fulfilling this Framework Agreement and to keep Confidential Information secret and not to pass it on to third parties, unless it can be proven that such information is a) publicly known, b) attributable to the state of the art or c) to be disclosed by order of a court or a state authority. This obligation shall apply for the term of this Framework Agreement and for a period of three (3) years after its termination for any reason whatsoever.

(4) If a separate Non-Disclosure Agreement (NDA) has been concluded between the contracting parties, the provisions of this separate NDA shall apply.

(5) However, unless expressly agreed otherwise, neither the above paragraphs nor any separate Non-Disclosure Agreement concluded between the contracting parties shall be interpreted in such a way that the mere fact of the existence of business relations between the contracting parties should be of confidential nature. The client therefore expressly declares their consent, which may be revoked at any time, to be named by ChargePoint as a reference customer for marketing purposes, using his name (company name and logo, if applicable) together with his address and area of activity. This permission is limited in time to the duration of the business relations between the contracting parties, but is unlimited in terms of both territory and subject matter. The permission covers in particular but not exclusively any form of media reporting, press releases, publication of text, image, sound, or video recordings by any means whatsoever, articles in own or third-party printed works, reporting or commentary in social media, on homepages and the like.

14) Final Provisions

(1) This Framework Agreement is subject to Austrian substantive law excluding its conflict of law rules as well as the UN-Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising out of or in connection with this Framework Agreement shall be the competent court at the seat of ChargePoint.

(2) The present Framework Agreement and its appendices as well as the Offer contain all agreements existing between the contracting parties and replace any older agreements. The application of any general terms and conditions of business or purchase of the client is hereby expressly excluded. There are no verbal ancillary agreements to this Framework Agreement.

(3) Any amendments or supplements to this Framework Agreement must be made in writing to be legally effective, whereby it is agreed that this Framework Agreement and any amendments or supplements thereto may be signed by means of electronic signature and transmitted electronically by e-mail. The legal validity of such an electronically signed and transmitted version of this Framework Agreement shall be equivalent to that of an original signed by hand.

(4) If this Framework Agreement is concluded by means of an online registration process, the client's declaration of intent shall be made by placing a checkmark or clicking a button. In these cases, the declaration of intent of ChargePoint is implied by the provision of the agreed services. The written form requirement with regard to changes or additions to the Framework Agreement remains unaffected.

(5) Should a provision of this Framework Agreement be or become invalid due to mandatory legal regulations, the validity of all other provisions shall not be affected. In this case, the invalid provision shall be replaced by a provision which comes closest to the economic content of the invalid provision.

(6) With their handwritten or electronic signature or by placing a checkmark or clicking a button in case of an online registration process, the declaring persons confirm that they have the necessary legal capacity and that they are authorized to conclude this Framework Agreement with legally binding effect for their company in accordance with the articles of association of their company.

Appendices

Depending on the selected license and the functions ordered or actually used by the client, the Framework Agreement includes, besides the Offer, the following appendices, which form an inseparable part of the Framework Agreement:

- A eDriver.APP
- B Special Conditions be.ENERGISED
- C Special Conditions be.ENERGISED COMMUNITY
- D Special Conditions eMSP.OPERATION
- E Special Conditions 360.SUPPORT
- F Special Conditions Chargepoint.OPERATION Management & Monitoring
- G Special Conditions eDriver.HOTLINE
- H Special Conditions be.ENERGISED Charge@Home
- K Special Conditions Consulting and Project Management
- L Data Protection Agreement according to Art 28 GDPR
Annex A to the Data Protection Agreement according to Art 28 GDPR
- M Special Agreements (optional)
- N Direct Debit Mandate

Appendix A

Special Conditions eDriver.APP

1) General

This appendix contains the special conditions of use of the eDriver.APP service and the associated special mutual rights and obligations of the contracting parties. This appendix forms an inseparable part of the Framework Agreement be.ENERGISED Product Family (hereinafter "Framework Agreement"). The provisions of this appendix shall enter into force as soon as the client commissions ChargePoint to provide the eDriver.APP on the basis of the Offer, but no later than the date of first use of the eDriver.APP by the client or their End Users.

2) Service Description

(1) For clients acting as E-Mobility Providers, ChargePoint offers a mobile application for End Users (hereinafter "eDriver.APP") for the search and display of Charging Stations as well as for the performance, administration, and payment of Charging Processes.

(2) ChargePoint makes the eDriver.APP available to the client's (potential) End Users via the Apple or Google Play Store and assumes all obligations associated with the publication and ongoing listing of the eDriver.APP in the stores. The client may subsequently offer End Users the supply of electricity for charging their electrically powered vehicles via the eDriver.APP.

(3) The design of the graphical user interface of the eDriver.APP can be customised according to the client's specifications, but always within the framework of the ChargePoint design guide ("White Label"). The customisation includes by default the design and integration of an individual app icon, the integration of the client's logo in the splash screen and in the menu of the eDriver.APP as well as the configuration of two main colours for the user interface of the eDriver.APP.

(4) Optionally and for an additional fee according to the Offer, further customisation and adaptation of the eDriver.APP to the client's corporate brand is possible (adaptation of icons and illustrations in the app, integration of the client's own corporate font, animation of loading screens in the app adapted to the client's corporate brand, customisation of text modules in the app according to the client's specifications).

(5) Accordingly, ChargePoint exclusively provides the following main services:

- a) configuration of a mobile application for End Users of the client in the languages German and English with the following functionality:
 - a. user registration,
 - b. search and display of Charging Stations with filter function (via integration of Apple Maps or Google Maps),
 - c. navigation (via integration of Apple Maps or Google Maps),
 - d. display of Charging Station data (POI data),
 - e. favourites management,
 - f. notification of changes in occupancy status ("watch function"),
 - g. QR code scanner,
 - h. starting and terminating Charging Processes,
 - i. display of Charging Processes in progress,
 - j. administration of completed Charging Processes,
 - k. administration of invoices,
 - l. administration of contracts (tariffs and payment methods),
- b) design of the graphical user interface of the mobile application according to the design specifications of the client,
- c) provision of the mobile application to the client's End Users by publishing it in the Apple or Google Play Store by ChargePoint as developer,
- d) ongoing maintenance and bug fixing (hereinafter "Support") during the warranty period set out in Clause 7) para (1) of this appendix.

(6) Expressly not included in the scope of services or to be ordered separately are:

- a) provision of the eDriver.APP in languages other than German and English,
- b) consulting or training regarding the use of the eDriver.APP,
- c) migration of existing user accounts from third-party systems to the eDriver.APP,
- d) establishment or maintenance of interfaces to client's ERP or other systems,
- e) Support beyond the warranty period set out in Clause 7) para (1) of this appendix,
- f) all other services not expressly mentioned in this appendix.

3) Obligations of the Client and System Requirements

(1) With regard to the configuration and customising of the eDriver.APP, the client shall provide the information and documents required for this purpose in the formats to be specified by ChargePoint; this applies in particular to logos,

graphics, trademarks, fonts, text modules in the ordered language(s) etc. for the components of the eDriver.APP to be designed according to the client's individual specifications.

(2) The client shall test the pre-release version of the eDriver.APP configured by ChargePoint for the client within a maximum of four (4) weeks (functionality, design, etc.) and, after successful completion of the tests, shall provide ChargePoint with written approval for the publication of the eDriver.APP in the Apple or Google Play Store.

(3) Within a reasonable period of time prior to the publication of the eDriver.APP in the stores and thereafter on an ongoing basis, the client undertakes to configure and store in be.ENERGISED the information to be displayed to the End Users in the eDriver.APP, including but not limited to tariffs, accepted payment methods, general terms and conditions, etc., so that these can be displayed to the End Users in the eDriver.APP. The client acknowledges and expressly agrees that these are necessary conditions for the provision of the main services mentioned in Clause 2) of this appendix.

(4) In order to be able to access the eDriver.APP and use the functionalities provided therein, the mobile devices used by the End Users must comply with the following specifications. The client shall inform their End Users about these minimum technical requirements prior to the conclusion of any contract.

- a) Regarding the hardware used by the End User:
 - The eDriver.APP is only available for currently available devices of the smartphone manufacturers Apple, Google, Huawei, LG, Samsung, and Sony.
- b) Regarding the software used by the End User:
 - The eDriver.APP is designed to operate exclusively on iOS or Android.
 - iOS devices that have been " jailbroken" or Android devices that have been "rooted" as well as devices with "custom roms" are not supported.
 - Only devices having installed the latest update from the manufacturer are supported.
 - Only devices on which both the Apple or Google Play Store is installed and on which a valid user is logged in are supported.
 - Only devices on which all system apps (especially Maps) are up to date and on which access to these system apps has been granted are supported.

4) Intellectual Property Rights

(1) The client is entitled to offer End Users the supply of electricity for charging their electrically powered vehicles via the eDriver.APP during the term of this appendix.

(2) The client hereby expressly confirms that they are the owner of the logos, graphics, trademarks, fonts, marketing texts, etc. provided by them in accordance with Clause 3) of this appendix or that they are authorised by the owner to use the same without restriction and in a sublicensable manner. The client shall prove this to ChargePoint upon request by submitting appropriate documents and shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in Clause 2) of this appendix.

(3) In particular, the client grants ChargePoint the right to use the logos, graphics, trademarks, fonts, marketing texts, etc. provided by the client, which right shall be limited in time to the term of this appendix, but beyond this, shall be unlimited and sublicensable, so that ChargePoint or a third party commissioned by ChargePoint may publish such logos, graphics, trademarks, fonts, marketing texts, etc. in accordance with Clause 2) of this appendix and make them available to third parties for use.

(4) Subject to the above, the contracting parties do not intend to grant or transfer any intellectual property rights; Clause 10) of the Framework Agreement shall apply.

5) Setup and Support Fees

(1) The one-off setup fee, including the fees for any customisation ordered by the client, as well as the ongoing Support fees are set out in the Offer and are published on <https://support.has-to-be.com>.

(2) Ongoing Support fees will be charged by ChargePoint for the entire term of this appendix, but no longer than until the complete discontinuation of Support. In the event of a reduction in Support, the ongoing Support fees shall be reduced accordingly.

6) Term and Termination

(1) With regard to the eDriver.APP service, the contracting parties agree on a minimum contract term of twenty-four (24) months from the effective date of this appendix or from the date of publication of the eDriver.APP by ChargePoint in the Apple or Google Play Store, whichever is later. During the minimum contract term, the client may neither terminate the service nor request a limitation of the scope of services.

(2) After expiry of the minimum contract term referred to in the preceding paragraph (1) of this Clause, the eDriver.APP service may be terminated at any time by either contracting party at the end of each calendar quarter without giving reasons by giving three (3) months' prior written notice.

(3) After expiry of the warranty period set out in Clause 7) para (1) of this appendix, ChargePoint shall be entitled at any time to reduce or completely discontinue Support, by giving prior notice in accordance with Clause 7) para (2) of this appendix.

(4) Notwithstanding the agreed minimum contract term or the agreed warranty period, ChargePoint shall be entitled to discontinue the eDriver.APP service with immediate effect and without compensation if the (continued) listing of the eDriver.APP in the Apple or Google Play Store is refused by the operators. Should ChargePoint make use of this right of

extraordinary termination for good cause before the expiry of the minimum contract term, the client shall be reimbursed the one-off setup fee on a pro rata basis. Any further claims for compensation by the client shall be excluded.

7) Special Warranty and Liability Provisions

(1) With regard to the eDriver.APP, the contracting parties agree on a warranty period of twenty-four (24) months from the date of publication of the eDriver.APP by ChargePoint in the Apple or Google Play Store.

(2) A duty of ChargePoint to update the service according to § 7 VGG is expressly excluded.

(3) Support with regard to the eDriver.APP is provided by ChargePoint exclusively within the warranty period specified in the preceding paragraph (1) of this Clause. After expiry of the warranty period, ChargePoint reserves the right to reduce or completely discontinue Support at any time by giving three (3) months' prior notice.

(4) Support within the meaning of this Clause or within the meaning of Clause 2) para (5) lit d) of this appendix means exclusively the maintenance of the eDriver.APP so as to ensure its safe use in accordance with the provisions of this appendix. Any further modifications, in particular any change or extension of the functionality of the eDriver.APP, are expressly excluded and shall be provided by ChargePoint exclusively in accordance with Clause 5) of the Framework Agreement.

(5) ChargePoint assumes no liability for any damage arising out of or in connection with the use of the eDriver.APP occurring after the reduction or complete discontinuation of Support.

(6) The client shall be exclusively liable in accordance with the general statutory provisions and shall indemnify and hold ChargePoint harmless in the event of any third-party claims being asserted in connection with the logos, graphics, trademarks, fonts, marketing texts, etc. provided by the client in accordance with Clause 3) of this appendix.

Appendix B

Special Conditions be.ENERGISED

1) General

This appendix contains the special conditions of use of be.ENERGISED and the associated special mutual rights and obligations of the contracting parties. This appendix forms an inseparable part of the Framework Agreement be.ENERGISED Product Family (hereinafter "Framework Agreement"). The provisions of this appendix shall enter into force as soon as the client accesses be.ENERGISED for the first time via a user ID assigned to him, without further declaration or separate written consent.

2) Service Description

(1) be.ENERGISED enables the management, monitoring and billing of Charging Stations and Charging Processes. The application is cloud-based and is developed and operated exclusively on the server systems of ChargePoint and its subcontractors. The functions provided by be.ENERGISED are made available to the client as Software as a Service (SaaS) for use via the Internet. For this purpose, a separate Instance is set up for the client in be.ENERGISED. To access this Instance, the client is assigned a user ID consisting of a mail address and password. The client can create further user IDs at any time via the administration interface in be.ENERGISED in accordance with the provisions of the Framework Agreement.

(2) be.ENERGISED is based on a modular system approach and can therefore be customized by the client in terms of functionality and costs. The concrete scope of services depends on the selected license and its individual configuration by the client. The license agreed upon with the client is set out in the Offer. Via the administration interface in be.ENERGISED, the client can activate optional functions or upgrade to more extensive licenses at any time in accordance with the provisions of the Framework Agreement.

(3) The functional scope of individual software modules is described in detail in the online documentation available on <https://support.has-to-be.com>.

(4) Accordingly, ChargePoint exclusively provides the following main services depending on the selected license and its individual configuration by the client:

- a) provision of Software as a Service (SaaS) for use via the Internet for the administration, monitoring and billing of Charging Stations, Identification Media and Charging Processes respectively,
- b) provision of the corresponding online documentation in the form of a knowledge base,
- c) processing of system and accounting data, client data and personal data of End Users,
- d) provision of a tariff management system for the billing of Charging Processes (optional),
- e) carrying out billing transactions in the name and for the account of the client (optional),
- f) transfer of Charging Station information to third parties (optional),
- g) provision of access to Roaming networks (optional),
- h) transmission of billing data to E-Mobility Providers (optional).

(5) Expressly not included in the scope of services or to be ordered separately are:

- a) any setup or configuration activity,
- b) consulting or training regarding the use of be.ENERGISED,
- c) registration or configuration of client's Charging Stations in be.ENERGISED,
- d) establishment or maintenance of interfaces to client's ERP or other systems,
- e) provision of SIM cards, VPN routers and/or site-2-site VPN gateways for infrastructure operation via APN & VPN,
- f) all other services not expressly mentioned in this appendix.

3) Obligations of the Client and System Requirements

(1) The client hereby expressly confirms that they are the owner of the Charging Stations managed by them in be.ENERGISED or that they are authorized by the owner to use and operate such Charging Stations without restriction and in a sublicensable manner. The client shall prove this to ChargePoint upon request by submitting appropriate documents and shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in Clause 2) of this appendix.

(2) The client is responsible for the registration and proper configuration of Charging Stations in be.ENERGISED, including but not limited to the configuration of correct tax and invoice data (place of supply, tax rate, terms of payment, invoice number ranges) to ensure VAT-compliant invoicing of Charging Processes. The client acknowledges and expressly agrees that these are necessary conditions for the provision of the main services mentioned in Clause 2) of this appendix.

(3) The client further acknowledges and expressly agrees that if non-certified Charging Station hardware is used, it will be technically impossible to provide some or all of the main services mentioned in Clause 2) of this appendix. ChargePoint's claim to the fee charged for the use of be.ENERGISED remains unaffected.

(4) In order to be able to access be.ENERGISED and use the functions provided therein, the client shall ensure that the following minimum requirements are met by their operating system, web browser and Internet connection.

- a) Regarding the operating system used by the client:
 - Microsoft Windows 8 or higher,
 - Apple Mac OS X version 11 or higher,
 - Linux distributions Debian, Ubuntu, SuSE or RedHat.
- b) Regarding the web browser used by the client:
 - Microsoft Edge,
 - Mozilla Firefox version 27 or higher,
 - Google Chrome version 31 or higher,
 - Apple Safari version 7.0.1 or higher.
- c) Regarding the Internet connection used by the client:
 - data transmission rate of at least 768 kBit/s (downstream).

4) Infrastructure operation via APN & VPN

(1) M2M SIM Cards

(1) Optionally, ChargePoint provides the client with M2M SIM cards to ensure direct communication between be.ENERGISED and the client's Charging Stations. M2M SIM cards can be requested via the administration interface in be.ENERGISED or by sending an order to sales-beenergised@chargepoint.com.

(2) Each M2M SIM card can be equipped with an individual tariff and with a certain amount of included data volume. It is the client's responsibility to choose a tariff appropriate to their usage behaviour so that the included data volume is not exceeded during operation.

(3) The prices and conditions for the provision of the M2M SIM cards by ChargePoint and their use by the client, including the tariff information, are set out in the Offer and are regularly published on <https://support.has-to-be.com>. All costs, including the costs associated with any exceeding of the included data volume, will be invoiced to the client monthly in arrears.

(4) The M2M SIM cards remain the property of ChargePoint and must be returned to ChargePoint by the client and at the client's expense upon termination of the contractual relationship for whatever reason. The installation and removal of M2M SIM cards at the client's Charging Stations as well as any necessary replacement shall be carried out by the client and at the client's expense.

(2) VPN Certificates and VPN Routers

(1) Optionally, ChargePoint provides the client with OpenVPN certificates and VPN routers to ensure communication between be.ENERGISED and the client's Charging Stations by integrating the Charging Stations into a secure network area.

(2) Each OpenVPN certificate has a fixed IP address and is location or person-specific and non-transferable.

(3) The prices and conditions for the provision of the OpenVPN certificates and VPN routers by ChargePoint and their use by the client are set out in the Offer and are regularly published on <https://support.has-to-be.com>. All costs will be invoiced to the client monthly in arrears.

(4) The installation and removal of VPN routers at the client's Charging Stations as well as any necessary replacement shall be carried out by the client and at the client's expense.

(3) Site-2-Site VPN Gateways

(1) Optionally, ChargePoint configures Site-2-Site VPN gateways to ensure communication between be.ENERGISED and the client's Charging Stations by connecting a VPN or APN network of the client to the network infrastructure of ChargePoint.

(2) It is the client's responsibility to assess and coordinate their specific requirements for the connection, in particular with regard to the size of the IP subnet, with ChargePoint in advance. Subsequent changes during ongoing operation are not planned due to fixed IP addresses.

(3) The prices and conditions for the configuration of Site-2-Site VPN Gateways by ChargePoint and their use by the client are set out in the Offer and are regularly published on <https://support.has-to-be.com>. All costs will be invoiced to the client monthly in arrears.

5) Contract Work

If the client wishes to have be.ENERGISED adapted to individual needs, such as individual designs of the administration interface or the layout of invoices, mails or reports, these adaptations will be implemented by ChargePoint in the form of contract work at the current hourly rate specified in the Offer or on <https://support.has-to-be.com> and will be invoiced separately to the client.

6) Support Services

(1) ChargePoint provides the client 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://support.has-to-be.com>

(2) Unless expressly agreed otherwise, ChargePoint will provide the client with further support regarding the use of be.ENERGISED only for a fee. Support requests must be addressed exclusively via the contact form provided in the ChargePoint support center and will be processed by ChargePoint by means of a ticket system at the current hourly rate specified in the Offer or in the contact form and will be invoiced to the client monthly in arrears. An itemized list of the underlying support services can be viewed at any time via the administration interface in be.ENERGISED.

(3) Depending on the selected license, ChargePoint processes support requests exclusively in the time from Monday to Friday from 9:00 a.m. to 5:00 p.m. (CET) or on a 24/7 basis.

(4) For the avoidance of doubt: ChargePoint does not provide any support for End Users, unless the client has explicitly ordered this service from ChargePoint. The client is therefore exclusively responsible to provide support for End Users. The processing by ChargePoint of any requests for support by End Users will therefore be charged to the client at the above-mentioned hourly rate without exception.

7) Transaction Costs

(1) Some of the functions available in be.ENERGISED in connection with the payment and billing of Charging Processes are based on underlying services of ChargePoint or third-party providers. These services include – inter alia – the following:

- a) processing of payments via prepaid accounts,
- b) processing of payments via payment service gateways,
- c) sending SMS,
- d) transmission of CDRs in case of Roaming.

(2) For the processing of payments via payment service gateways a technical connection of ChargePoint to a specific gateway provider is necessary. This gateway provider supports specific payment service providers. It is the client's responsibility to establish an account/contractual relation with one of these supported payment service providers. ChargePoint shall consequently enable the technical connection between the gateway provider and the payment service provider according to the prices as set out in the Offer. However, the client is not entitled to the support of a particular payment service provider by the gateway provider or ChargePoint. It is at the discretion of ChargePoint to exchange the respective gateway provider or payment service provider with the client during the term of the Framework Agreement. This may incur additional costs for the client, e.g. for the new connection/migration of the selected payment service provider to the new gateway provider.

(3) The use of these services is automatically logged in be.ENERGISED; the use-related costs are specified in the Offer or on <https://support.has-to-be.com>. All costs will be invoiced to the client on a monthly basis in arrears; an itemized list of the underlying transactions can be viewed at any time via the administration interface in be.ENERGISED.

Appendix C

Special Conditions be.ENERGISED COMMUNITY

1) General

This appendix contains the special conditions of use of the be.ENERGISED COMMUNITY service and the associated special mutual rights and obligations of the contracting parties. This appendix forms an inseparable part of the Framework Agreement be.ENERGISED Product Family (hereinafter "Framework Agreement"). The provisions of this appendix shall enter into force as soon as the client activates be.ENERGISED COMMUNITY for a Charging Station managed in be.ENERGISED, without further declaration or separate written consent.

2) Service Description

(1) be.ENERGISED COMMUNITY is an Internet-based service that enables third parties to access the client's Charging Stations managed in be.ENERGISED via Roaming or direct payment at defined conditions.

(2) The client can activate be.ENERGISED COMMUNITY for individual or all Charging Stations managed in be.ENERGISED in accordance with the provisions of the Framework Agreement and store the tariffs at which they wish to grant third parties access to these Charging Stations based on a selection of tariffs defined by ChargePoint.

(3) ChargePoint acts as a buyer (taxable dealer in terms of the VAT law) of electricity towards the client with regard to all Charging Processes performed via be.ENERGISED COMMUNITY and handles the exchange of authorization data as well as the clearing process.

(4) Accordingly, ChargePoint exclusively provides the following, independent main services with regard to the Charging Stations activated for be.ENERGISED COMMUNITY:

- a) inclusion of the Charging Stations in a Charging Station directory,
- b) publication of real-time information and, if available, photographic documentation on the Charging Stations (POI data) via public platforms on the Internet (so-called "Charging Station finder"),
- c) conclusion of access agreements with E-Mobility Providers to enable their End Users to use the Charging Stations,
- d) acceptance (purchase in terms of the VAT law) of the electricity consumed from the client on the basis of guaranteed purchase prices,
- e) resale (supply in terms of the VAT law) of the electricity consumed to End Users or their E-Mobility Providers (third parties) and invoicing in the name and for account of ChargePoint,
- f) handling of the authorization and clearing process.

(5) Expressly not included in the scope of services or to be ordered separately are:

- a) registration or configuration of client's Charging Stations in be.ENERGISED,
- b) storage of tariffs per Charging Station,
- c) all other services not expressly mentioned in this appendix.

3) Obligations of the Client

(1) The client hereby expressly confirms that they are the owner of the Charging Stations activated for be.ENERGISED COMMUNITY or that they are authorized by the owner to use and operate such Charging Stations without restriction and in a sublicensable manner. The client shall prove this to ChargePoint upon request by submitting appropriate documents and shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in Clause 2) of this appendix.

(2) In addition, the client hereby expressly undertakes with regard to the Charging Stations activated for be.ENERGISED COMMUNITY:

- a) to store a tariff for each Charging Station on the basis of the selection of tariffs defined by ChargePoint, whereby the stored tariff shall be in accordance with the legal and administrative regulations applicable at the location of the Charging Station,
- b) to define and constantly update the properties per Charging Station via the administration interface in be.ENERGISED, including but not limited to marketing and Roaming information as well as information which must be provided according to the OCPI protocol; in the current version of the OCPI protocol this includes the following information: address, geolocation, type of Charging Station, Charge Points, number and type of plugs, maximum charging power of the Charge Point, availability, supported means of authorisation, opening hours or other access restrictions; the client shall be exclusively liable in accordance with the general statutory provisions and shall indemnify and hold ChargePoint harmless in the event of any third-party claims being asserted in connection with incorrect or incomplete data,
- c) to provide a hotline for End Users in an official language applicable at the location of the Charging Station and to affix a sticker containing the hotline number or to display the hotline number at the Charging Station,
- d) to provide an instruction manual and a notice of use for End Users at all Charging Stations, to avoid incorrect use,
- e) to tolerate and ensure the safe use of the Charging Stations by End Users,

- f) to remedy and repair any defects or malfunctions of the Charging Stations within a maximum of five business days,
- g) to affix a QR code sticker containing the EVSE ID of the Charging Station and the access data to the mobile payment website to all Charging Stations prior to the activation of the respective Charging Station for be.ENERGISED COMMUNITY; QR code stickers can be requested via the administration interface in be.ENERGISED at the prices displayed.
- h) to only use Charging Station hardware that complies with the applicable metering, calibration and safety laws as well as with any other legal or administrative regulations applicable at the location of the Charging Station; Charging Station hardware that does not comply with these requirements must not be activated for be.ENERGISED COMMUNITY; the client shall be exclusively liable in accordance with the general statutory provisions and shall indemnify and hold ChargePoint harmless in the event of any damages, including but not limited to any penalties, fines, bans on business operations or other requirements imposed by any authority or court, resulting from the use of Charging Station hardware that does not comply with the legal or administrative regulations.

4) Granting of rights to ChargePoint

(1) In particular, the client grants ChargePoint the right to use the Charging Stations activated for be.ENERGISED COMMUNITY, which right shall be limited in time to the term of the Framework Agreement, but beyond 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 Clause 2) of this appendix and make the Charging Stations available for use by third parties.

(2) The client also grants ChargePoint the right to use the POI data mentioned in Clause 2) of this appendix, which right shall be limited in time to the term of the Framework Agreement, but beyond 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 their own discretion.

5) Tariff and Payment Conditions

(1) ChargePoint provides the client with a selection of tariffs for storage at the Charging Stations activated for be.ENERGISED COMMUNITY. All tariffs are net prices exclusive of VAT and any other applicable taxes and fees. ChargePoint reserves the right to change the selection of tariffs at any time, in particular to change or completely omit individual tariffs as well as to adapt such tariffs to a changed factual and legal situation.

(2) Each tariff specified by ChargePoint consists of a purchase and resale price. The purchase price is the price at which ChargePoint buys the electricity consumed by End Users at the client's Charging Stations from the client. The purchase price is guaranteed to the client by ChargePoint. The resale price is the price at which ChargePoint resells the electricity consumed by End Users at the client's Charging Stations to the End Users or their E-Mobility Providers. The resale price is for information purposes only. ChargePoint is not bound to it towards the client and is free to set their prices towards End Users or their E-Mobility Providers. In particular, ChargePoint has no influence on the prices and conditions at which the E-Mobility Providers resell the electricity consumed to their End Users.

(3) ChargePoint settles the Charging Processes performed via be.ENERGISED COMMUNITY with the client monthly in arrears by issuing a credit note based on the guaranteed purchase prices. Credit notes are issued exclusive of VAT in accordance with Articles 38 and 195 EU-VAT Directive² and § § 1 and 2 Nr. 2 UStBBKV³ (reverse charge) within the first seven (7) calendar days of the following calendar month. Payment shall be made within thirty (30) calendar days from the date of issue by SEPA transfer to a bank account to be notified by the client, provided that the amount to be paid to the client is EUR 100,00 (or the equivalent amount in local currency) or higher. If, in individual months, the amount to be paid to the client is less than EUR 100,00 (or the equivalent amount in local currency), ChargePoint may withhold payment until the total (cumulative) amount to be paid to the client reaches EUR 100,00 (or the equivalent amount in local currency). No interest shall accrue on any withheld amounts.

(4) Credit notes are made available to the client exclusively in digital form either by e-mail or as download in be.ENERGISED. Therefore, the rebuttable presumption applies that the date of issue corresponds to the date of receipt by the client. Any objections to credit notes must be raised by the client in writing within two (2) weeks from receipt, otherwise the client waives their right to make any claims whatsoever arising from the credit note.

(5) The contracting parties agree that the supply of the electricity consumed is carried out in a chain of transactions in terms of the VAT law between the client and ChargePoint and subsequently between ChargePoint and the End Users or their E-Mobility Providers, whereby it is expressly noted that this does not imply a qualification of one of the contracting parties as an electricity trader within the meaning of the applicable energy law. In other words, the client sells, delivers, and transfers the electricity consumed to ChargePoint for the agreed purchase price. ChargePoint thereby acquires the authority to dispose over the electricity consumed and subsequently sells, delivers, and transfers the same to the End Users or their E-Mobility Providers. The contracting parties expressly agree that there is no contractual relationship and no direct supply between the client and the End Users or their E-Mobility Providers with regard to the Charging Processes performed via be.ENERGISED COMMUNITY. In particular, ChargePoint is free to determine the prices applicable to End Users or their E-Mobility Providers and also bears the risk of default in payment by the End Users or their E-Mobility Providers. In the event of a change in the applicable VAT law, the contracting parties will, as far as necessary, seek to adjust this provision.

² Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, OJ L 347, 11.12.2006, p. 1, amended by OJ L 83, 25.03.2019, p. 42 (EU-VAT Directive).

³ Ordinance of the Federal Minister of Finance concerning transactions for which the tax liability is transferred to the recipient of the service in order to prevent VAT fraud, BGBl II Nr 369/2013 idF BGBl II Nr 120/2014 (Umsatzsteuerbetrugsbekämpfungsverordnung – UStBBKV).

(6) In the event that one of the contracting parties is liable for the excise on electricity or similar consumption taxes, the contracting parties shall, as far as necessary, seek to amend this Clause 4) accordingly by mutual agreement. The same shall apply in the event of a change in the applicable laws with regard to such taxes.

6) Complaints

(1) Subject to the fulfilment of the client's obligations, ChargePoint ensures, by means of a precautionary data validation, that the number of complaints by End Users is kept as low as possible.

(2) In case of complaints by End Users, ChargePoint will check the questioned transaction technically and in terms of content. ChargePoint will verify whether the data transmitted by the Charging Station is plausible and correct. If it should be found that the data transmitted by the Charging Station is incorrect or not plausible, ChargePoint is entitled at its own discretion to satisfy the End User's complaint partially or completely. Any resulting reimbursement of costs of the Charging Process will be passed on to the client and deducted from the next credit note.

7) Special Warranty and Liability Provisions

(1) ChargePoint does not guarantee and assumes no liability for a certain traffic or turnover on the client's Charging Stations activated for be.ENERGISED COMMUNITY.

(2) Furthermore, ChargePoint does not guarantee and assumes no liability for the conclusion of access agreements with certain E-Mobility Providers or with a certain minimum number of E-Mobility Providers.

(3) The client shall be exclusively liable in accordance with the general statutory provisions and shall indemnify and hold ChargePoint harmless in the event of any third-party claims being asserted in connection with a violation of the provisions of the Framework Agreement by the client or otherwise through the client's fault in connection with the use of the Charging Stations activated for be.ENERGISED COMMUNITY.

Appendix D

Special Conditions eMSP.OPERATION

1) General

This appendix contains the special conditions of use of the eMSP.OPERATION service and the associated special mutual rights and obligations of the contracting parties. This appendix forms an inseparable part of the Framework Agreement be.ENERGISED Product Family (hereinafter "Framework Agreement"). The provisions of this appendix shall enter into force as soon as the client assigns a tariff of the category eMSP.OPERATION to an Identification Medium managed in be.ENERGISED, without further declaration or separate written consent.

2) Service Description

(1) eMSP.OPERATION is an Internet-based service that provides clients acting as E-Mobility Providers with access to third-party charging infrastructure via Roaming.

(2) The client may activate eMSP.OPERATION by creating a tariff in the category eMSP.OPERATION and assigning this tariff to one or more Identification Media via the administration interface in be.ENERGISED according to the provisions of the Framework Agreement. Tariffs can be stored and usage authorizations can be configured individually for each Identification Medium. The client thus determines which Charge Point Operators or Charging Station networks can be accessed with an Identification Medium as well as the tariffs which shall apply.

(3) ChargePoint acts as a supplier (taxable dealer in terms of the VAT law) of the electricity consumed towards the client with regard to all Charging Processes performed via eMSP.OPERATION and ensures the establishment of interfaces (technical connection) and the conclusion of access agreements (contractual connection) with the operators of Roaming platforms and Charge Point Operators and operators of Charging Station networks within Europe that are technically accessible via these platforms. The client acts as an E-Mobility Provider for the End Users.

(4) Accordingly, ChargePoint exclusively provides the following, independent main services:

- a) establishment of the technical and contractual connection to Roaming platforms,
- b) establishment of the technical and contractual connection to Charge Point Operators and operators of Charging Station networks within Europe that are technically accessible via the platforms mentioned in a),
- c) provision of information on the charging infrastructure mentioned in b) (static and dynamic POI data) to be displayed in a mobile application used by the End Users of the client,
- d) provision of information on Charging Processes to be displayed in a mobile application used by the End Users of the client, provided that this function is supported by the respective Roaming partners,
- e) acceptance (purchase in terms of the VAT law) of the electricity consumed from third-party Charge Point Operators and settlement in the name and for account of ChargePoint,
- f) resale (supply in terms of the VAT law) of the electricity consumed to the client on the basis of notified resale prices,
- g) automated billing of End Users in the name and for account of the client based on the tariffs defined by the client (optional),
- h) handling of the authorization and clearing process (optional).

(5) Expressly not included in the scope of services or to be ordered separately are:

- a) registration or configuration of Identification Media in be.ENERGISED,
- b) storage of tariffs and usage authorizations per Identification Medium,
- c) provision of Identification Media for the client's End Users,
- d) establishment or maintenance of interfaces to third-party mobile applications,
- e) all other services not expressly mentioned in this appendix.

3) Obligations of the Client

(1) The client is responsible for the storage of tariffs and the configuration of usage authorizations for each Identification Medium managed in be.ENERGISED. In particular, the client shall determine the Charge Point Operators or operators of Charging Station networks whose charging infrastructure should be accessible via an Identification Medium and which tariffs shall apply for the End User. To this end, the client can also define automatic mark-ups on the ChargePoint resale prices mentioned in Clause 2) para (4) lit f) of this appendix.

(2) If Identification Media in the form of charging cards are used, the client - regardless of whether he has obtained such charging cards from ChargePoint directly or from third parties - must fulfil any obligations they may have under Directive 2012/19/EU (WEEE Directive) or the relevant national implementing legislation (in particular the obligation to register as a distributor of electronic equipment with the relevant competent national authority). The client is advised and expressly acknowledges that ChargePoint or their subcontractors are exclusively registered with the Austrian authority as distributors of electronic equipment and do not act and are not registered in other countries as distributors (in particular not as a manufacturer or importer within the meaning of the cited directive). In case of purchase of charging cards via ChargePoint, the client must notify ChargePoint in advance of the information required by the respective national legislation to be printed on their charging cards.

(3) The client shall contractually oblige the End Users to inform themselves with regard to the charging infrastructure referred to in Clause 2) para (4) lit b) of this appendix and the associated parking areas about any additional regulations applicable at the location, in particular operating instructions, road traffic and parking regulations as well as house or garage rules, and to comply with them. Especially unauthorized parking or parking for too long may otherwise result in additional costs. The client shall be liable in accordance with the general statutory provisions for the compliance of End Users with this provision and shall indemnify and hold ChargePoint harmless in the event of any third-party claims being asserted in connection with any non-compliance of End Users with this provision.

(4) The client grants ChargePoint the right to use its company/brand name and logos, which right shall be limited in time to the term of the Framework Agreement, but beyond this, shall be unlimited and sublicensable, so that ChargePoint or a third party commissioned by ChargePoint may display them for the purpose of informing End Users at Charging Stations of ChargePoint and of third-party Charge Point Operators or operators of Charging Station networks.

4) Tariff and Payment Conditions

(1) ChargePoint charges the client a flat fee per Identification Medium managed in be.ENERGISED or a usage-based fee per Charging Process (start fee) according to the Offer monthly in arrears.

(2) In addition, ChargePoint invoices the client monthly in arrears for the Charging Processes performed by the End Users via eMSP.OPERATION on the basis of the resale price lists notified to the client in their respective applicable version. Invoices are issued exclusive of VAT in accordance with Articles 38 and 195 EU-VAT Directive⁴ and § § 1 and 2 Nr. 2 UStBBKV⁵ (reverse charge). For the avoidance of doubt: In case that the invoicing should be delayed in whole or in part in individual months, this shall not constitute a waiver of the amounts owed by the client and shall not prevent ChargePoint from invoicing the respective Charging Processes at a later date.

(3) Invoices are made available to the client exclusively in digital form either by e-mail or as download in be.ENERGISED. Therefore, the rebuttable presumption applies that the date of issue corresponds to the date of receipt by the client. Any objections to invoices must be raised by the client in writing within two (2) weeks from receipt, otherwise the client waives their right to make any claims whatsoever arising from the invoice.

(4) The contracting parties agree that the supply of the electricity consumed is carried out in a chain of transactions in terms of the VAT law between ChargePoint and the client and subsequently between the client and the End Users, whereby it is expressly noted that this does not imply a qualification of one of the contracting parties as an electricity trader within the meaning of the applicable energy law. In other words, ChargePoint sells, delivers, and transfers the electricity consumed in its own name and for its own account to the accepting client. The client thereby acquires the authority to dispose over the electricity consumed and subsequently sells, delivers, and transfers the same to the End Users. The contracting parties expressly agree that, with regard to the Charging Processes performed via eMSP.OPERATION, there is neither a contractual relationship or direct supply between the client and third Charge Point Operators or operators of Charging Station networks on the one hand nor between ChargePoint and the End Users on the other hand. In particular, the client is free to determine the prices applicable to End Users and also bears the risk of default in payment by the End Users. In the event of a change in the applicable VAT law, the contracting parties will, as far as necessary, seek to adjust this provision.

(5) In the event that one of the contracting parties is liable for the excise on electricity or similar consumption taxes, the contracting parties shall, as far as necessary, seek to amend this Clause 4) accordingly by mutual agreement. The same shall apply in the event of a change in the applicable laws with regard to such taxes.

5) Resale to End Users

(1) The client is responsible for the resale (supply in terms of the VAT law) and invoicing of the electricity consumed by the End Users and is free to define the applicable tariffs.

(2) ChargePoint does not have any contractual relationship with End Users and does not assume any obligations arising out of the client's contractual relationship with End Users. In particular, ChargePoint does not provide support for End Users (first level support) within the scope of the eMSP.OPERATION service. Support for End Users must be provided by the client or ordered separately from ChargePoint (eDriver.HOTLINE).

(3) The client can activate the optional function of automated billing via the administration interface in be.ENERGISED. In this case, ChargePoint carries out the billing of End Users in the name and for account of the client, based on the tariffs defined by the client.

6) Complaints

(1) Subject to the fulfilment of the client's obligations, ChargePoint ensures, by means of a precautionary data validation, that the number of complaints by End Users is kept as low as possible.

(2) In case of complaints by End Users, ChargePoint will check the questioned transaction technically and in terms of content. ChargePoint will verify whether the data transmitted by the operators of the charging infrastructure mentioned in Clause 2) para (4) lit b) of this appendix is plausible and correct. If it should be found that the data transmitted is incorrect or not plausible, ChargePoint will settle this with the next invoice. However, there is no claim to a reimbursement

⁴ Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, OJ L 347, 11.12.2006, p. 1, amended by OJ L 83, 25.03.2019, p. 42 (EU-VAT Directive).

⁵ Ordinance of the Federal Minister of Finance concerning transactions for which the tax liability is transferred to the recipient of the service in order to prevent VAT fraud, BGBl II Nr 369/2013 idF BGBl II Nr 120/2014 (Umsatzsteuerbetrugsbekämpfungsverordnung – UStBBKV).

of the costs incurred if such costs correspond to the resale price lists notified to the client in their respective applicable version.

7) Special Warranty and Liability Provisions

(1) ChargePoint strives to connect to a maximum number of Roaming platforms and Charge Point Operators and operators of Charging Station networks that are technically accessible via these platforms, but does not guarantee and assumes no liability for the connection to specific Roaming platforms or Charging Station networks or for achieving or maintaining a specific network coverage within a specific area.

(2) ChargePoint further ensures that the charging infrastructure referred to in Clause 2) para (4) lit b) of this appendix meets the minimum technical requirements in so far as it can be used either by means of a charging card or mobile application; however, ChargePoint does not guarantee and assumes no liability for the availability, accessibility, functionality or charging power at all times of an individual Charging Station or of a certain minimum number of Charging Stations.

(3) The client shall be exclusively liable in accordance with the general statutory provisions and shall indemnify and hold ChargePoint harmless in respect of any contractual claims of End Users.

(4) The client shall also be liable for any damage caused by misuse or improper use of the Identification Media managed in be.ENERGISED or by improper Charging Processes performed by their End Users.

8) Intellectual property rights

(1) ChargePoint grants the client a non-exclusive, non-sublicensable and non-transferable right, limited in time to the term of the Framework Agreement, to use the POI data referred to in Clause 2) para (4) lit c) of this appendix solely for the purpose of displaying such POI data in a mobile application used by the client's End Users.

(2) The client shall not use the POI data for any purpose other than displaying them in a mobile application used by the client's End Users and shall under no circumstances disclose it to any third party, directly or indirectly, whether for a consideration or free of charge. In no case the Client shall share the POI data on public websites. POI data with regard to Charging Stations that are indicated as „private“ or with „limited access“ or similar, shall in no case be displayed in a mobile application or otherwise displayed publicly.

(3) ChargePoint does not guarantee and assumes no liability for the actuality, correctness or accuracy of the POI data referred to in Clause 2) para (4) lit c) of this appendix. ChargePoint expressly points out that all POI data originate from third-party CPO and are not verified by ChargePoint but merely provided to the client, and that such POI data may be outdated, incorrect or incomplete.

(4) The client shall be exclusively liable in accordance with the general statutory provisions and shall indemnify and hold ChargePoint harmless in respect of any breach of the aforementioned use restrictions.

Appendix E

Special Conditions 360.SUPPORT

1) General

This appendix contains the special conditions of use of the 360.SUPPORT service and the associated special mutual rights and obligations of the contracting parties. This appendix forms an inseparable part of the Framework Agreement be.ENERGISED Product Family (hereinafter "Framework Agreement"). The provisions of this appendix shall enter into force as soon as the client activates 360.SUPPORT for a Charging Station managed in be.ENERGISED, without further declaration or separate written consent.

2) Service Description

(1) Within the scope of the 360.SUPPORT service, ChargePoint performs the technical monitoring and remote troubleshooting with regard to the Charging Stations managed in be.ENERGISED. In addition, ChargePoint provides a neutral hotline for End Users for support in connection with the use of these Charging Stations.

(2) The client can activate 360.SUPPORT for individual or all Charging Stations managed in be.ENERGISED, which have been certified by ChargePoint for operation with be.ENERGISED, in accordance with the provisions of the Framework Agreement. A list of certified Charging Station hardware is published on <https://support.has-to-be.com>.

(3) Accordingly, ChargePoint exclusively provides the following main services with regard to the Charging Stations activated for 360.SUPPORT:

- a) As part of the monitoring and remote troubleshooting of Charging Stations:
 - monitoring of the Charging Stations via be.ENERGISED with regard to error messages or malfunctions,
 - processing of error messages or malfunctions of the Charging Stations by the ChargePoint support team within guaranteed response times per error class,
 - analysis of errors and remote troubleshooting, if the latter is technically possible,
 - documentation of error messages or malfunctions including the measures taken by means of a ticketing system in be.ENERGISED,
 - passing on tickets to the client or a third party designated by the client if remote troubleshooting is not technically possible (optional),
 - communication of error messages or malfunctions to the hotline.
- b) As part of the hotline:
 - set-up and ongoing provision of a hotline for End Users to answer technical questions and provide assistance in connection with the use of client's Charging Stations, in particular:
 - i. answering questions regarding the compatibility of vehicle and Charge Point,
 - ii. answering questions related to starting and terminating Charging Processes,
 - iii. assistance in case of repeated interruptions of Charging Processes,
 - iv. assistance in terminating Charging Processes including remote unlocking of the connector, if the latter is technically possible,
 - v. receipt and analysis of error messages concerning the Charging Stations,
 - vi. receipt and forwarding of emergency messages in connection with the Charging Stations (fire, accident, etc.) to the client or a third party designated by the client,
 - forwarding of error reports to the client or a third party designated by the client, if problem resolution is not possible by means of the hotline and if the underlying errors are due to circumstances for which ChargePoint is not responsible (optional),
 - establishment, ongoing provision, and continuous expansion of a comprehensive knowledge base to support the deployed staff in answering questions from End Users,
 - training of the deployed staff to ensure and maintain a consistently high level of quality,

(4) Expressly not included in the scope of services or to be ordered separately are:

- a) registration or configuration of Charging Stations in be.ENERGISED,
- b) answering questions related to the client's products or services,
- c) answering questions related to the client's tariffs or invoices issued by or on behalf of the client,
- d) any maintenance or troubleshooting measures on site,
- e) all other services not expressly mentioned in this appendix.

3) Obligations of the Client

(1) The client hereby expressly confirms that they are the owner of the Charging Stations activated for 360.SUPPORT or that they are authorized by the owner to use and operate such Charging Stations without restriction and in a sublicensable manner. The client shall prove this to ChargePoint upon request by submitting appropriate documents and shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in Clause 2) of this appendix.

(2) The client 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 for the attachment of a sticker containing the hotline number to all Charging Stations activated for 360.SUPPORT; stickers can be requested via the administration

interface in be.ENERGISED at the prices displayed. The client acknowledges and expressly agrees that these are necessary conditions for the provision of the main services mentioned in Clause 2) of this appendix.

(3) The client shall only activate Charging Stations for 360.SUPPORT which have been certified by ChargePoint for operation with be.ENERGISED. The client acknowledges and expressly agrees that if non-certified Charging Station hardware is used, it will be technically impossible to provide some or all of the main services mentioned in Clause 2) of this appendix. ChargePoint's claim to the fee charged for the use of 360.SUPPORT remains unaffected. In addition, ChargePoint reserves the right to charge the client for the additional costs incurred in connection with the processing of error messages and analysis of errors of non-certified Charging Station hardware on the basis of the current hourly rate.

(4) The client shall support ChargePoint in the processing of error messages and analysis of errors, in particular by providing ChargePoint with all relevant information.

(5) Stickers containing the hotline number must be affixed by the client exclusively at the Charging Stations activated for 360.SUPPORT and must be removed immediately after deactivation of the service.

4) Hotline

(1) ChargePoint provides the hotline 24 hours a day, 365 days a year for the client's Charging Stations located within Germany, Austria, and Switzerland (DACH region) in German and English. Hotline services in other regions or other languages are provided by ChargePoint only in accordance with the Offer or a special agreement to be made between the contracting parties.

(2) The hotline is operated under a neutral brand and is intended to serve End Users as a central point of contact for all technical questions relating to the use of the client's Charging Stations. The aim is to answer questions from End Users in the best possible way and thus increase customer satisfaction.

(3) In order to support an efficient and high-quality processing of the inquiries received via the hotline, ChargePoint maintains a knowledge base containing information on questions related to Charging Processes including the corresponding answers.

(4) The prices and conditions for the set-up and ongoing provision of the hotline by ChargePoint and its use by End Users, including information on telephone numbers and tariffs, are set out in the Offer and are regularly published on <https://support.has-to-be.com>. In accordance with the fair-use approach pursued in providing the 360.SUPPORT hotline, 15 minutes of call time per Charging Station and month are included in the monthly 360.SUPPORT basic fee per Charging Station. In case the included call time is exceeded, a time-based billing per minute applies. All costs, including the costs associated with any exceeding of included call time, are invoiced to the client monthly in arrears.

5) Passing on Tickets

(1) In case of error messages or malfunctions that cannot be resolved by remote troubleshooting, ChargePoint passes on the tickets created for this purpose to the client or a third party designated by the client if the client activates this optional function by storing the corresponding contact data for each Charging Station via the administration interface in be.ENERGISED.

(2) In this case and if remote troubleshooting is technically not possible, ChargePoint transfers the ticket created in connection with the error message or malfunction to the client or the third party designated by the client for further processing.

(3) The transfer of tickets takes place on the basis of the analysis of the error at ChargePoint's own discretion and at the expense of the client. The client releases ChargePoint from all costs of further processing of the ticket by themselves or the third party designated by them, even if it should subsequently turn out that the transfer would not have been necessary.

6) Response Times

(1) Monitoring and Remote Fault Clearance

(1) Depending on the error class, ChargePoint guarantees the following response times:

Error Class	Response Time
Critical Errors	24 hours
Moderate Errors	48 hours
Minor Errors	72 hours

Critical Errors are defined as defects or malfunctions that affect more than one Charging Station at the same time and completely prevent their intended use by End Users, whereby the intended use is deemed to be given if and as long as End Users can perform Charging Processes at Charging Stations and these Charging Processes are recorded by be.ENERGISED with the data necessary for billing.

Moderate Errors are defects or malfunctions that affect more than one Charging Station at the same time and do not completely prevent their intended use by End Users in the sense of the previous paragraph, but which do restrict or impede their use.

Minor Errors are all other defects or malfunctions, especially those that only occur at a single Charging Station.

(2) Response times are deemed to be met if ChargePoint begins analysing the error within the specified times and either remedies the error themselves by remote troubleshooting or, if the latter is not technically possible, forwards the ticket to the client or a third party designated by the client for further processing.

(3) Planned maintenance measures with a duration of more than ten (10) minutes are announced at least fourteen (14) calendar days in advance by e-mail or on the website and are carried out between 8:00 p.m. and 4:00 a.m. (CET).

[\(2\) Hotline](#)

ChargePoint strives to answer 80% of all calls within 60 seconds; this is a non-binding target and is not guaranteed by ChargePoint.

[7\) Special Warranty and Liability Provisions](#)

(1) With regard to all services provided in the context of the 360.SUPPORT service, in particular with regard to the main services mentioned in Clause 2) of this appendix, ChargePoint owes only an effort and does not guarantee and assumes no liability for the continuous disruption-free operation of the client's Charging Stations activated for 360.SUPPORT.

(2) Defects do not have to be reported according to Clause 7) para. (4) of the Framework Agreement in case the concerned Charging Station is activated for 360.SUPPORT.

Appendix F

Special Conditions Chargepoint.OPERATION

1) General

This appendix contains the special conditions of use of the Chargepoint.OPERATION service and the associated special mutual rights and obligations of the contracting parties. This appendix forms an inseparable part of the Framework Agreement be.ENERGISED Product Family (hereinafter "Framework Agreement"). The provisions of this appendix shall enter into force as soon as the client commissions ChargePoint to provide the Chargepoint.OPERATION service on the basis of the Offer, but no later than the date of first use of the service by the client.

2) Service Description

(1) Within the scope of the Chargepoint.OPERATION service, ChargePoint takes over for the client the technical operation of the Charging Stations managed in be.ENERGISED and thus performs the ongoing monitoring and maintenance of service through preventive measures and remote troubleshooting in the event of errors.

(2) The client can activate Chargepoint.OPERATION for individual or all Charging Stations managed in be.ENERGISED, which have been certified by ChargePoint for operation with be.ENERGISED, in accordance with the provisions of the Framework Agreement. A list of certified Charging Station hardware is published on <https://support.has-to-be.com>.

(3) Accordingly, ChargePoint exclusively provides the following main services:

- a) monitoring of the Charging Stations via be.ENERGISED with regard to error messages or malfunctions,
- b) processing of error messages or malfunctions of the Charging Stations by the ChargePoint support team within guaranteed response times per error class,
- c) analysis of errors and remote troubleshooting, if the latter is technically possible,
- d) documentation of error messages or malfunctions including the measures taken by means of a ticketing system in be.ENERGISED,
- e) passing on tickets to the client or a third party designated by the client if remote troubleshooting is not technically possible (optional),
- f) communication of error messages or malfunctions to the hotline, provided that the client uses the service eDriver.HOTLINE from ChargePoint or another point of contact has been designated by the client (optional),
- g) provision of firmware updates for Charging Stations.

(4) Expressly not included in the scope of services or to be ordered separately are:

- a) registration or configuration of Charging Stations in be.ENERGISED,
- b) any maintenance or troubleshooting measures on site,
- c) all other services not expressly mentioned in this appendix.

3) Obligations of the Client

(1) The client hereby expressly confirms that they are the owner of the Charging Stations activated for Chargepoint.OPERATION or that they are authorized by the owner to use and operate such Charging Stations without restriction and in a sublicensable manner. The client shall prove this to ChargePoint upon request by submitting appropriate documents and shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in Clause 2) of this appendix.

(2) The client 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 to all Charging Stations activated for Chargepoint.OPERATION. The client acknowledges and expressly agrees that these are necessary conditions for the provision of the main services mentioned in Clause 2) of this appendix.

(3) The client shall only activate Charging Stations for Chargepoint.OPERATION which have been certified by ChargePoint for operation with be.ENERGISED. The client acknowledges and expressly agrees that if non-certified Charging Station hardware is used, it will be technically impossible to provide some or all of the main services mentioned in Clause 2) of this appendix. ChargePoint's claim to the fee charged for the use of Chargepoint.OPERATION remains unaffected. In addition, ChargePoint reserves the right to charge the client for the additional costs incurred in connection with the processing of error messages and analysis of errors of non-certified Charging Station hardware on the basis of the current hourly rate.

(4) The client shall support ChargePoint in the processing of error messages and analysis of errors, in particular by providing ChargePoint with all relevant information.

4) Passing on Tickets

(1) In the event of error messages or malfunctions that cannot be resolved by remote troubleshooting, ChargePoint passes on the tickets created for this purpose to the client or a third party designated by the client if the client activates this optional function by storing the corresponding contact data for each Charging Station via the administration interface in be.ENERGISED.

(2) In this case and if remote troubleshooting is technically not possible, ChargePoint transfers the ticket created in connection with the error message or malfunction to the client or the third party designated by the client for further processing.

(3) The transfer of tickets takes place on the basis of the analysis of the error at ChargePoint's own discretion and at the expense of the client. The client releases ChargePoint from all costs of further processing of the ticket by themselves or the third party designated by them, even if it should subsequently turn out that the transfer would not have been necessary.

5) Response Times

(1) Depending on the error class, ChargePoint guarantees the following response times:

Error Class	Response Time
Critical Errors	24 hours
Moderate Errors	48 hours
Minor Errors	72 hours

Critical Errors are defined as defects or malfunctions that affect more than one Charging Station at the same time and completely prevent their intended use by End Users, whereby the intended use is deemed to be given if and as long as End Users can perform Charging Processes at Charging Stations and these Charging Processes are recorded by be.ENERGISED with the data necessary for billing.

Moderate Errors are defects or malfunctions that affect more than one Charging Station at the same time and do not completely prevent their intended use by End Users in the sense of the previous paragraph, but which do restrict or impede their use.

Minor Errors are all other defects or malfunctions, especially those that only occur at a single Charging Station.

(2) Response times are deemed to be met if ChargePoint begins analysing the error within the specified times and either remedies the error themselves by remote troubleshooting or, if the latter is not technically possible, forwards the ticket to the client or a third party designated by the client for further processing.

(3) Planned maintenance measures with a duration of more than ten (10) minutes, in particular the provision of firmware updates for Charging Stations, are announced at least fourteen (14) calendar days in advance by e-mail or on the website and are carried out between 8:00 p.m. and 4:00 a.m. (CET).

6) Special Warranty and Liability Provisions

(1) With regard to all services provided in the context of the Chargepoint.OPERATION service, in particular with regard to the main services mentioned in Clause 2) of this appendix, ChargePoint owes only an effort and does not guarantee and assumes no liability for the continuous disruption-free operation of the client's Charging Stations activated for Chargepoint.OPERATION.

(2) Defects do not have to be reported according to Clause 7) para. (4) of the Framework Agreement in case the concerned Charging Station is activated for Chargepoint.OPERATION.

Appendix G

Special Conditions eDriver.HOTLINE

1) General

This appendix contains the special conditions of use of the eDriver.HOTLINE service and the associated special mutual rights and obligations of the contracting parties. This appendix forms an inseparable part of the Framework Agreement be.ENERGISED Product Family (hereinafter "Framework Agreement"). The provisions of this appendix shall enter into force as soon as the client commissions ChargePoint to provide the eDriver.HOTLINE service on the basis of the Offer, but no later than the date of first use of the service by the client or their End Users.

2) Service Description

(1) Within the scope of the eDriver.HOTLINE service, ChargePoint or a third party commissioned by ChargePoint provides and operates a hotline for End Users of the client's Charging Stations managed in be.ENERGISED. The hotline is provided and operated in the name and under the brand of the client ("white label") and provides support in connection with the use of the Charging Stations.

(2) Accordingly, ChargePoint exclusively provides the following main services:

- a) set-up and ongoing provision of a hotline for End Users to answer technical questions and provide assistance in connection with the use of client's Charging Stations, in particular:
 - answering questions regarding the acceptance of charge cards,
 - answering questions regarding the compatibility of vehicle and Charge Point,
 - answering questions related to starting and terminating Charging Processes,
 - assistance in case of repeated interruptions of Charging Processes,
 - assistance in terminating Charging Processes, including remote unlocking of the connector, if the latter is technically possible,
 - receipt and analysis of error messages concerning the Charging Stations,
 - receipt and forwarding of emergency messages in connection with the Charging Stations (fire, accident, etc.) to the client or a third party designated by the client,
- b) forwarding of error reports to the client or a third party designated by the client, if problem resolution is not possible by means of the hotline and if the underlying errors are due to circumstances for which ChargePoint is not responsible (optional),
- c) establishment, ongoing provision, and continuous expansion of a comprehensive knowledge base to support the deployed staff in answering questions from End Users,
- d) training of the deployed staff to ensure and maintain a consistently high level of quality,
- e) quality control by means of an appropriate annual reporting, which shall include at least the number of calls and minutes in each language, the reasons for contact, as well as indicators of customer satisfaction and compliance with agreed response times, and which shall be made available to the client upon request.

(3) Expressly not included in the scope of services or to be ordered separately are:

- a) registration or configuration of Charging Stations in be.ENERGISED,
- b) answering questions related to the client's products or services,
- c) answering questions relating to the client's tariffs or invoices issued by or on behalf of the client,
- d) any maintenance or troubleshooting measures on site,
- e) all other services not expressly mentioned in this appendix.

3) Obligations of the Client

(1) The client hereby expressly confirms that they are the owner of the Charging Stations activated for eDriver.HOTLINE or that they are authorized by the owner to use and operate such Charging Stations without restriction and in a sublicensable manner. The client shall prove this to ChargePoint upon request by submitting appropriate documents and shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in Clause 2) of this appendix.

(2) The client 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 for the attachment of a sticker containing the hotline number to all Charging Stations activated for eDriver.HOTLINE; stickers can be requested via the administration interface in be.ENERGISED at the prices displayed. The client acknowledges and expressly agrees that these are necessary conditions for the provision of the main services mentioned in Clause 2) of this appendix.

(3) The client shall provide ChargePoint in advance with a quarterly forecast of the call volume that is expected for each calendar month of a calendar quarter (number of expected calls per calendar month); the notification shall be made no later than one month before the beginning of the respective calendar quarter by e-mail to support-beenergised@chargepoint.com (example: the expected call volume for the period from 01.07. to 30.09. shall be notified by 31.05. at the latest, whereby the expected call numbers for the months of July, August and September shall be shown separately). The client acknowledges and expressly agrees that the response time agreed in Clause 5) of this appendix cannot be guaranteed in the event of omitted, delayed, or incomplete notification with regard to the expected call volume.

The same applies in the event of an actual exceeding of the announced call volume in individual calendar months by more than 10%.

(4) The client further acknowledges and expressly agrees that if non-certified Charging Station hardware is used, it will be technically impossible to provide some or all of the main services mentioned in Clause 2) of this appendix. ChargePoint's claim to the fee charged for the use of eDriver.HOTLINE remains unaffected.

(5) Stickers containing the hotline number must be affixed by the client exclusively at the Charging Stations activated for eDriver.HOTLINE and must be removed immediately after deactivation of the service.

4) Hotline

(1) ChargePoint provides the hotline 24 hours a day, 365 days a year for the client's Charging Stations located within Germany, Austria, and Switzerland (DACH region) in German and English. Hotline services in other regions or other languages are provided by ChargePoint only in accordance with the Offer or a special agreement to be made between the contracting parties.

(2) The hotline is operated in the name and under the brand of the client and is intended to serve End Users as a central point of contact for all technical questions relating to the use of the client's Charging Stations. The aim is to answer questions from End Users in the best possible way and thus increase customer satisfaction.

(3) In order to support an efficient and high-quality processing of the inquiries received via the hotline, ChargePoint maintains a knowledge base containing information on questions related to Charging Processes including the corresponding answers.

(4) The prices and conditions for the set-up and ongoing provision of the hotline by ChargePoint and its use by End Users, including information on telephone numbers and tariffs, are set out in the Offer and are regularly published on <https://support.has-to-be.com>. All costs will be invoiced to the client monthly in arrears.

5) Response Time

(1) Subject to the timely and complete notification with regard to the expected call volume by the client in accordance with Clause 3) of this appendix and subject to the provisions of paragraphs (2) and (3) of this Clause below, ChargePoint guarantees to answer 80% of all calls within 60 seconds and will prove compliance with the guaranteed availability on the client's request by means of an appropriate annual reporting.

(2) The response time specified in paragraph (1) of this Clause shall not apply to those calendar months in which the notified call volume was actually exceeded by more than 10%.

(3) The response time specified in paragraph (1) of this Clause shall not apply in any event during the first two calendar quarters in which the client uses the eDriver.HOTLINE service for the first time (start-up phase).

6) Term and Termination

(1) With regard to the eDriver.HOTLINE service, the contracting parties agree on a minimum contract term of six (6) months from the effective date of this appendix or from the date of first use of the service by the client or their End Users, whichever is later. During the minimum contract term, the client may neither terminate the service nor request a limitation of the scope of services.

(2) After expiry of the minimum contract term referred to in the preceding paragraph (1) of this Clause, the eDriver.HOTLINE service may be terminated at any time by either contracting party at the end of each calendar quarter without giving reasons by giving three (3) months' prior written notice.

Appendix H

Special Conditions be.ENERGISED Charge@Home

1) General

This appendix contains the special conditions of use of the service be.ENERGISED Charge@Home and the associated special mutual rights and obligations of the contracting parties. This appendix forms an inseparable part of the Framework Agreement be.ENERGISED Product Family (hereinafter "Framework Agreement"). The provisions of this appendix shall enter into force as soon as the client commissions ChargePoint to provide the be.ENERGISED Charge@Home service on the basis of the Offer, but no later than the date of first use of the service by the client.

2) Service Description

(1) Using the be.ENERGISED Charge@Home service, the client is enabled to offer its B2B customers (hereinafter referred to as "Employers") a solution with which the Employers, in turn, can enable their company car drivers (hereinafter referred to as "Employees") to receive an automated reimbursement for their charging processes at private charging stations or via their own electricity connection (hereinafter referred to as "Home Charging") with the help of the client as the issuer of the reimbursement document. Thus, Employees can charge their company vehicles not only in public areas (where the reimbursement of charging transactions via company expenses is usually not a problem) but also at their private charging stations at their place of residence (where electricity is obtained via an electricity supplier) and receive an automated reimbursement from the Employer for this. This avoids manual tracking and submission of the costs for these charging processes, which can be time-consuming and error-prone for both the Employer and the Employees.

(2) The client can activate Charge@Home by creating a second be.ENERGISED Instance (hereinafter referred to as the "Home Instance") to manage the Charge@Home charging stations (hereinafter referred to as the "Home Charging Stations") and by creating Identification Media for the Employees in the main Instance and also in the Home Instance. The Identification Media of the Employees are maintained in the main Instance. In the Home Instance, those Identification Media are maintained that are not to be charged, such as the charging of the vehicle outside of the employment relationship with the Employer, e.g. by acquaintances, spouses, private vehicle, etc.

(3) Once the Home Charging Stations have been installed in accordance with para. 2, the client may accurately record the Charging Processes carried out by Employees in the context of Home Charging (hereinafter referred to as "Home Charging Processes") and issue the Employees with automated reimbursement documents for the Home Charging Processes as well as automatically invoice the Employer for the Home Charging Processes of his Employees. Surcharges on the (gross) electricity price paid by the Employee are not foreseen in the chain between client - Employer - Employee.

(4) It shall be expressly clarified that the clear allocation between Employee and Home Charging Station is currently not possible. This means that the Employee's colleagues can currently also charge at the Employee's Home Charging Station. However, correct billing would be guaranteed in this case. Furthermore, it should be clarified that the activation of the Charge@Home service in the main Instance requires a separate tariff and consequently separate Identification Media must be created in the main Instance. This means that there is currently no possibility to handle the Charge@Home case and eMSP.OPERATION with only one (1) Identification Medium. Furthermore, it should be clarified that the service be.ENERGISED Charge@Home is not compatible with the eDriver.APP. Consequently, Home Charging Stations cannot be displayed in the eDriver.APP and therefore Home Charging Processes cannot be started via the eDriver.APP.

(5) Accordingly, ChargePoint exclusively provides the following main services:

- a) provision of the technical requirements in be.ENERGISED for handling Home Charging Processes in accordance with para. 2 and para. 3,
- b) fully automated creation and distribution of reimbursement documents to Employees, with each Employee receiving one reimbursement document per month for their Home Charging Processes (optional),
- c) fully automated creation and issuing of invoices to the Employer or integration of the Home Charging Sessions into the already existing invoicing to the Employers, whereby one (1) total invoice per Employer per month is created or issued for all Charging Sessions of the Employees (optional),
- d) provision of the possibility to use a Home Charging Station privately (i.e. outside the employment relationship with the Employer, e.g. by acquaintances, spouse, private vehicle, etc.) (optional).

(6) Expressly not included in the scope of services or to be ordered separately are:

- a) creation or configuration of Identification Media/Employees in be.ENERGISED,
- b) creation or configuration of Home Charging Stations in the Home Instance,
- c) configuration of tariffs and usage authorisations per Identification Media,
- d) configuration of (electricity) prices,
- e) configuration of tax rates for separate taxation of Home Charging Sessions,
- f) provision of Identification Media for Employees,
- g) collection and payment of outstanding funds,
- h) initial training for setting up Charge@Home,
- i) all other services not specifically mentioned in this appendix.

3) Obligations of the Client

(1) The client shall be solely responsible for checking,

- a) whether the proposed procedure in connection with the Charge@Home service complies with the regulations/laws of the country for which the service is to be used,
- b) whether the documents produced (invoices/reimbursement documents/other documents) comply with the regulations/laws of the country for which the service is to be used,
- c) whether and how Charging Sessions in connection with the Charge@Home service must be taxed (such as value added tax and income tax),
- d) whether and which agreements/contracts must be concluded by the client with the Employee and Employer (such as reimbursement contract).

4) Special Warranty and Liability Provisions

The correct (tax) legal implementation and accounting with regard to this appendix is the sole responsibility of the client, see point 3). ChargePoint therefore shall not assume any guarantee and shall not be liable for the (tax) legal suitability of the Charge@Home service for the client's particular use case.

Appendix K

Special conditions Consulting and Project Management

1) General

This appendix contains the special conditions under which ChargePoint provides consulting and project management services related to be.ENERGISED and the services based on it and the associated special mutual rights and obligations of the contracting parties. This appendix forms an inseparable part of the Framework Agreement be.ENERGISED Product Family (hereinafter "Framework Agreement") and shall enter into force at the same time as the Framework Agreement without further declaration or separate written consent.

2) Service Description

(1) The objective of the consulting and project management services offered by ChargePoint is to support the client in the development and implementation of their business model in connection with the products and services of ChargePoint.

(2) Accordingly, ChargePoint exclusively provides the following consulting and project management services:

- a) project management office services: coordinating appointments, preparing, and following up appointments, taking minutes in appointments.
- b) project management services: moderation of workshops, analyses, and evaluations, e.g. on usage behaviour, downtimes of Charging Stations and similar issues in the context of be.ENERGISED and the services based on it.
- c) expert services: requirement engineering and technical consulting on operational issues within the be.ENERGISED environment and the services based on it.

(3) Expressly not included in the scope of services or to be ordered separately are:

- a) development or programming services (these are to be ordered separately by the client in accordance with Clause 5) of the Framework Agreement),
- b) all other services not expressly mentioned in this appendix.

3) Commissioning

Consulting and project management services are provided by ChargePoint at the prices and conditions stated in the Offer and must be ordered by the client in writing in each case. The specific subject matter and scope of the consulting and project management services requested by the client in each individual case as well as any associated programming and development services (which are to be ordered separately) or any other expected work results including any milestones etc. shall be agreed separately in writing between the contracting parties (roadmap).

4) Personnel

(1) For the performance of the consulting services ChargePoint is obligated to use only qualified personnel who are familiar with the special requirements of the client. ChargePoint is, however, free to use their own employees or equally qualified third parties for the performance of the consulting and project management services.

(2) In the event that third parties are commissioned to provide consulting and project management services to the client, ChargePoint ensures that these third parties are subject to the same or an equivalent confidentiality obligation as the one ChargePoint is subject to towards the client.

(3) The client is entitled to reject individual persons who have been entrusted by ChargePoint with the provision of consulting and project management services for good cause. In this case, ChargePoint is obliged to replace the rejected person with another person who has the same or an equivalent qualification.

5) Record of Services and Billing

(1) For consulting and project management services rendered, ChargePoint shall prepare written performance records in the form of time sheets detailing the activities performed during a calendar month. Performance records shall be submitted to the client within the following calendar month and shall contain at least the following information:

- a) date(s) of performance of the service(s),
- b) type(s) of service(s) rendered (PM/PMO or expert service),
- c) summarized description(s) of the service(s),
- d) time spent (in full hours).

(2) Invoicing shall be based on the performance records and the prices and conditions stated in the Offer in accordance with the provisions of the Framework Agreement.

6) Obligations of the Client

The client undertakes that all information and documents necessary for the provision of the consulting and project management services are made available to ChargePoint on time and that ChargePoint is informed of all circumstances that are relevant for the provision of such services.

7) Intellectual Property Rights

With regard to the consulting and project management services regulated in this appendix, ChargePoint shall be exclusively entitled to all rights to all work results produced in the course of the provision of the consulting and project management services which may be derived from patent, trademark, design protection, semiconductor protection or copyright law. ChargePoint reserves the right to further develop and use these work results at their own discretion and for their own purposes, in particular to license these work results and further developments to third parties. Unless expressly agreed otherwise, the client is granted a non-exclusive, non-sublicensable and non-transferable right, limited in time to the term of this Framework Agreement, to use these work results in accordance with the provisions of the Framework Agreement.

8) Special Warranty and Liability Provisions

(1) With regard to the consulting and project management services regulated in this appendix, ChargePoint owes only an effort and does not guarantee and assumes no liability for absolute success, in particular economic success, of the client's business model.

(2) ChargePoint shall only be liable for damages caused intentionally or through gross negligence. The limitations on liability set out in Clause 8) of the Framework Agreement shall apply.

(3) When assessing the consulting and project management services with regard to their correctness and completeness, any changes in the generally accepted professional principles and further developments of the current state of the art, which have occurred after the consulting and project management services have been rendered (this is after the meetings or handover of reports), shall not be taken into account.

Appendix L

Data Protection Agreement according to Art 28 GDPR

1) General

This appendix contains the Data Protection Agreement concluded between the contracting parties in order to guarantee the protection of personal data in accordance with Art 28 GDPR. This appendix forms an inseparable part of the Framework Agreement be.ENERGISED Product Family (hereinafter "Framework Agreement") and shall enter into force at the same time as the Framework Agreement without further declaration or separate written consent.

2) Subject Matter of this Agreement

On the basis of the Framework Agreement concluded between the contracting parties, ChargePoint processes personal data on behalf of the client. ChargePoint undertakes to process personal data exclusively in accordance with the provisions of the EU General Data Protection Regulation (GDPR) as well as in accordance with the provisions of this Data Protection Agreement. Should further contracts be concluded between the contracting parties, which include the processing of personal data on behalf of the client, this Data Protection Agreement shall also apply to such contracts.

3) Responsibility and Right of the Client to issue Instructions

(1) The client is responsible for the lawfulness of the transfer of personal data to ChargePoint, for the lawfulness of the processing of such personal data in the course of the mutual fulfilment of the Framework Agreement as well as for the protection of the rights of data subjects (Art 12 ff GDPR).

(2) ChargePoint does not use personal data for any purpose other than that of fulfilling the Framework Agreement and processes such personal data exclusively in accordance with the service descriptions contained in the Framework Agreement and in accordance with the client's documented instructions, unless ChargePoint is required to do so by the law of the European Union or the law of the member states to which ChargePoint is subject; in this case, ChargePoint shall notify the client of such legal requirements prior to the processing, unless the relevant law prohibits such notification due to an important public interest.

(3) The client must issue instructions in writing. ChargePoint must inform the client immediately if there is reason to believe that an instruction violates data protection regulations. Instructions which go beyond the services agreed upon in the Framework Agreement will be treated as a request for a change of service (Change Request).

4) Specification of the Data processed on Behalf of the Client

(1) The nature, scope, and purpose of the processing of personal data are comprehensively described in the Framework Agreement. The same applies to the types of personal data processed and the group of persons concerned. The following list serves only as an overview:

Data types	Scope, nature, and purpose of the processing	Persons concerned
Personal master data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles.</p> <p>The following personal master data is processed:</p> <ul style="list-style-type: none">customer numberfirst namefamily nameaddress (street, postal code, town, country)genderdate of birthacquired titlesindustry classificationVAT IDcompany registration numberbank details consisting of IBAN, BIC and the name of the account-holding bank	Any natural person authorized to use the services
Communication data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles as well as for the provision of related support or hotline services.</p> <p>The following communication data is processed:</p> <ul style="list-style-type: none">phone numbertelefax numbermobile phone numbermail address	Any natural person authorized to use the services

Personal technical data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles.</p> <p>Personal technical data is the information required to uniquely identify a natural person within a network (e.g. tag ID of the RFID card) and the log information associated with a Charging Process, such as the amount of electricity consumed, location and usage time of the charging infrastructure.</p> <p>The following personal technical data is processed:</p> <ul style="list-style-type: none"> ▪ unique identifier of the Identification Medium ▪ location of the Charging Station including information of the use 	Any natural person authorized to use the services
Contract master data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles.</p> <p>Contract master data are those conditions that have been agreed between the client and the End Users.</p> <p>The following contract master data is processed:</p> <ul style="list-style-type: none"> ▪ term of the contract ▪ conditions and fees ▪ Identification Media 	Any natural person authorized to use the services
Invoice and revenue data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles in case the client commissioned ChargePoint with the billing and dispatch of receipts.</p> <p>Invoice and turnover data mean the information that must be included in documents such as offers, delivery notes, invoices, or credit notes.</p> <p>The following invoice and turnover data are processed:</p> <ul style="list-style-type: none"> ▪ document date ▪ document number ▪ total amount and currency ▪ line items with descriptions, numbers, and amounts ▪ name, address, and tax data of the document recipient ▪ name and address of the recipient of the goods/services ▪ payment status of the document ▪ date of document dispatch 	Any natural person authorized to use the services
Motion data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles.</p> <p>Motion data is the location data of the Charging Station where a Charging Process is performed. This information is entered in a database by ChargePoint and kept for document generation. Furthermore, motion data – aggregated and pseudonymised – is automatically processed in be.ENERGISED in order to be able to make predictions about future energy requirements and the availability of individual Charging Stations for the client.</p> <p>The following motion data is processed:</p> <ul style="list-style-type: none"> ▪ coordinates of the Charging Station ▪ address (street, postal code, town, country) 	Any natural person authorized to use the services
Usage data	<p>Storage in be.ENERGISED to ensure system stability and to predict future consumption and utilization profiles.</p> <p>The following usage data is processed in an aggregated or pseudonymized form and automatically:</p> <ul style="list-style-type: none"> ▪ energy quantity ▪ performance curve ▪ parking time ▪ unsuccessful or rejected authorization requests ▪ any other usage data associated with a Charging Process 	Any natural person authorized to use the services
Transaction data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles.</p> <p>Transaction data is the log data (Event Data Recorder, EDR) that is recorded during the performance of a Charging Process for its</p>	Any natural person authorized to use the services

	<p>subsequent billing. If Roaming interfaces are used, the transaction data is transmitted to the Roaming partners activated by the client.</p> <p>The following transaction data is processed:</p> <ul style="list-style-type: none"> ■ identification data with which the Charging Process was started ■ start and end time of the Charging Process ■ duration of the Charging Process ■ electricity consumed 	
Log data	<p>Storage in be.ENERGISED for tracking accesses via the administration interface in be.ENERGISED.</p> <p>The following log data is processed:</p> <ul style="list-style-type: none"> ■ mail address ■ password ■ accesses ■ access times 	Any natural person authorized to use the services
Payment gateway data	<p>If the client uses the eDriver.App service in accordance with Appendix A or the direct payment service with the be.ENERGISED COMMUNITY in accordance with Appendix C and wishes to enable payment via credit card, paypal etc. the following personal data is processed:</p> <ul style="list-style-type: none"> ■ name ■ date of birth ■ gender ■ billing address ■ shipping address ■ telephone number ■ email address ■ IP-address ■ national identification number (e.g. social security number) ■ account data (IBAN, PayPal, etc. - without CC No.) ■ credit card number (CC No. - PCI DSS Level 1 compliant) ■ variable data field <p>After collection of the above mentioned data our Subcontractor anonymizes the data to conduct non-personal evaluations.</p>	Any natural person authorized to use the services
App data	<p>If the client uses the eDriver.App service in accordance with Appendix A of the Framework Agreement, the following data will be processed on the legal basis of the legitimate interest of ChargePoint in a safe, trouble-free operation and in a further development and continuous improvement of the App oriented to the needs of the End Users.</p> <p>Storage by Google Ireland Ltd (see Appendix A) to analyse the use of the app:</p> <ul style="list-style-type: none"> ■ online identifiers (including cookie identifiers) ■ IP address and device identifier (operating system; device model) ■ duration of session ■ personal app data (first start; app opening; app update; in-app purchases) <p>Storage by Google Ireland Ltd (see Appendix A) to track crash behaviour of the app:</p> <ul style="list-style-type: none"> ■ IP address ■ RFC-4122 UUID, which can be used to deduplicate crashes. ■ crash data (timestamp; boolean values to crash; rotation of screen; triggering of device proximity sensor). ■ bundle ID and full version number of the app ■ device identifier and data (operating system name; version number; boolean value if device is jailbroken / rooted; model name; CPU architecture; RAM memory; storage space). ■ additional data (uint64 instruction pointer of each frame of each currently executing thread; plaintext method or function name containing each instruction pointer; if an exception was raised, the plaintext class name and message value of the exception; if a severe signal was 	Any natural person authorized to use the services

raised, its name and integer code; for each binary image loaded into the app, the name, UUID, byte size and uint64 base address at which it was loaded into RAM).

(2) The processing of the data shall take place exclusively in member states of the European Union or in states party to the Agreement on the European Economic Area or in such third countries for which an adequacy decision of the European Commission pursuant to Art 45 GDPR or appropriate guarantees pursuant to Art 46 GDPR have been obtained.

5) Obligations of ChargePoint

(1) ChargePoint obliges its employees involved in the processing of personal data to confidentiality and to maintain data secrecy in accordance with § 6 DSG⁶.

(2) ChargePoint will design their internal organization in such a way that they meet the special requirements of data protection. ChargePoint will take technical and organizational measures as set out in Clause 7) of this Data Protection Agreement in order to guarantee an adequate level of protection of personal data in accordance with the provisions of the GDPR.

(3) ChargePoint undertakes to provide the client, at the latter's written request and within a reasonable period of time, with all information and evidence necessary to enable them to fulfil their obligations under the GDPR. To that end, ChargePoint ensures that the client can convince themselves of the compliance with the technical and organizational measures taken. To prove the implementation of the technical and organizational measures, ChargePoint can provide the client a) with information, b) with an expert opinion, e.g. in the form of a valid certification, or c) with an opportunity of a personal inspection of the premises of ChargePoint by the client or a competent third party commissioned by the client who is not in a competitive relationship with ChargePoint. This is subject to prior consultation and only during regular business hours without disrupting business operations. If the client insists on proof in the form of an expert's certificate, the client shall bear all costs of the expert's examination and certificate.

6) Obligations of the Client

The client shall inform ChargePoint immediately and in a thorough manner if they discover any errors or violations of data protection regulations in the services provided by ChargePoint.

7) Technical and Organizational Measures

(1) ChargePoint guarantees the application of the same high-level technical and organizational security measures for the protection of personal data processed on behalf of the client as are applied when processing ChargePoint's own data. These measures are described in detail below.

(2) The technical and organizational measures are subject to technical progress and the further development of the state of the art. In this respect, ChargePoint is permitted to implement adequate alternative measures instead of the ones described below. However, the safety level ensured by the measures implemented must not fall below the safety level ensured by the measures agreed herein.

(3) The technical and organisational measures mentioned in this Appendix refer exclusively to the measures taken at the locations of ChargePoint itself, unless explicitly stated otherwise. It should be clarified that ChargePoint itself does not operate any servers at its sites on which (End User) data is processed. The be.ENERGISED system runs exclusively in the cloud (currently AWS, see Appendix A). The data is physically located in AWS data centers in Frankfurt. Data is only processed at ChargePoint's own locations insofar as and only if an employee logs into the system - for example in the course of analysing a problem reported by the client - and the corresponding data is thereby loaded into the main memory of an end device at ChargePoint's location. Our cloud service provider AWS is certified according to ISO 27001 and 27018.

(4) The following measures pursuant to Article 32 GDPR have been taken:

(1) Entry Control

(1) ChargePoint shall take measures suitable to prevent unauthorized persons from entering into data centers within which personal data are processed. The observation or spying of personal data by unauthorized persons shall be prevented by appropriate protective measures.

(2) Technical and organizational measures for entry control:

- a) manual locking system with electronically coded keys at ChargePoint's premises,
- b) the entry of cleaning and maintenance personnel to the building is documented,
- c) there are regulations regarding the withdrawal of building entry authorizations and entry rights to computer systems in case of termination of employment,

(2) Access Control

(1) ChargePoint shall prevent the processing of personal data by unauthorized persons by means of access control. The access to data processing systems and data carriers and the possibility of their use by unauthorized persons is minimized as far as technically and organizationally possible. As far as technically possible and reasonable, attempts of

⁶ Federal Act on the Protection of natural persons with regard to the processing of personal data, BGBl I No 165/1999 as amended by BGBl I No 24/2018 (Data Protection Act - DSG).

unauthorized access will be logged. The client shall be informed immediately of any attempt at unauthorized access to personal data.

(2) ChargePoint has installed an authorization system for access control in its organizational area of responsibility. The authorization system meets the requirements of the separation of functions in the processing of personal data.

(3) Technical (password protection) and organizational (user master record) measures regarding user identification and authentication:

- a) ChargePoint's network is protected against the public network by a hardware firewall,
- b) data carriers within the company are encrypted,
- c) employees are in course of an IT-Security-Training obliged to the following password-rules: individual computer passwords must be kept secret, no collective passwords exist, the minimum length of passwords is 8 characters with special characters, upper- and lower-case letters and digits, automatic locking of the computer after 5 minutes,
- d) virus scanners are used for all incoming data (both mail and Web),
- e) Windows standalone computers are equipped with virus scanners,
- f) safety-relevant software updates are automatically installed on a regular basis.

(3) Data Access Control

(1) ChargePoint ensures through appropriate measures that persons who have authorized access to data processing systems can only access and process such data to the extent necessary and permitted (need-to-know principle). ChargePoint uses data access control measures to prevent unauthorized reading, copying, modification or removal of data during processing. The authorization concept is designed, installed, and monitored to ensure protection against unauthorized access.

(2) Design of the data access control concept:

- a) authorization concepts exist and are documented,
- b) assigned authorizations are documented with names,
- c) limited number of administrators with the right to copy/extract data in large quantities,
- d) Regular penetration tests of all IP addresses open to the Internet by external service providers,
- e) Regular automatic installation of security-relevant software updates.

(4) Transfer Control

(1) ChargePoint takes appropriate measures to prevent the unauthorized reading, copying, modification or removal of personal data during electronic transmission, transport, or storage on data carriers. In addition, it is possible to check and determine to which points personal data are to be transmitted. Appropriate measures in this sense are encryption and the use of secure transmission paths. Transfer control also intervenes if the transfer of personal data is carried out for maintenance or further processing purposes e.g. for archiving purposes. If the transmission processes are initiated by data processing equipment, it is possible to check and determine to whom the transmission is intended.

(2) Measures taken regarding safe transport, transmission and communication or storage of data (manual or electronic):

- a) encryption/tunnel connection (Virtual Private Network, VPN),
- b) electronic signature, logging, transport security,
- c) SSL certificate-based identification and IP whitelist,
- d) no postal dispatch of data carriers, that contain personal data,
- e) after termination of the Framework Agreement, all personal data processed on behalf of the client will be made available to the client in machine-readable form upon request and, after confirmation of the readability, but at the latest after expiry of a reasonable period of time, all administrator and user accounts, including all personal data not subject to a statutory retention obligation, will be deleted.

(5) Input Control

(1) ChargePoint has taken appropriate measures to verify and establish whether and by whom personal data has been input, altered, or removed (erased) in data processing systems. This is done with the proviso that the persons accessing, processing, or removing data are clearly identifiable. The prerequisite for this is that the client creates and maintains separate, individual user ID for each employee accessing be.ENERGISED and that the employees use their user ID exclusively and keep it secret.

(2) Measures for subsequent verification whether and by whom personal data has been accessed, processed, or removed (deleted):

- a) log files are created for the traceability of the deletion/change of data of the client per user ID,
- b) maintenance of a restrictive access concept to the aforementioned log files.

(6) Order Control

(1) ChargePoint ensures that any personal data that ChargePoint processes on behalf of the client is only processed in accordance with the client's written instructions. The client shall regularly check the suitability of their instructions and ChargePoint's compliance with the technical and organizational measures required. ChargePoint guarantees the processing of personal data in compliance with the applicable data protection regulations, in particular through training, work instructions and corresponding controls of its employees. This includes the implementation of all measures contained in this Data Protection Agreement. In addition, ChargePoint ensures that personal data of different clients (data controller) are processed separately and that the correct deletion of such personal data is ensured.

(2) General measures to ensure data processing in accordance with the applicable data protection regulations:

- a) ChargePoint obliges employees in writing to data secrecy in accordance with § 6 DSG,
- b) training of employees on data protection,
- c) ChargePoint concludes Data Protection Agreements with their subcontractors who process personal data of the client in accordance with Art 28 GDPR.
- d) With subcontractors with connections to the USA, ChargePoint also enters into special agreements on contractual, technical and organisational measures to ensure a level of data protection that complies with the requirements of European data protection law.

(7) Availability Control

(1) ChargePoint takes appropriate measures through its subcontractor AWS to protect personal data against accidental destruction or loss. The protection against accidental destruction of personal data mainly concerns protection against environmental influences, such as fire, forces of nature, burglary, animals, electromagnetic fields, etc. An adequate level of protection against such threats is assured by means of the usual object protection measures (fire and overvoltage protection, uninterruptible power supply, redundant data connection) of the computer centers in which personal data is stored, and by means of data backups including a downstream recovery concept that enables data to be restored within a reasonable period of time. Data backups are stored in separated computer centers. The availability or recoverability of data at any time is ensured by the subcontractor AWS using state-of-the-art methods.

(8) Separation Control

ChargePoint ensures through its subcontractor AWS that personal data collected for different purposes can be separately processed. This separation is achieved by a logical separation within the database systems used. Features that would allow data, that does not allow direct reference to data subjects, to be assigned to a specific natural person are stored separately.

(9) Encryption

(1) The personal data will be encrypted during transmission to AWS and at rest (Encryption), whereby the keys are exclusively managed by ChargePoint.

(2) If it is necessary for a ChargePoint employee to log into the system and the data is thereby loaded into the main memory of an end device at the ChargePoint location, the data is not encrypted in this process so that the data is correctly visible to the employee.

(10) Rapid Recoverability

All personal data is processed within the ChargePoint cloud. The recoverability of personal data is ensured by the cloud operator at a guaranteed service level. The databases in which personal data is stored are backed up daily and stored in an encrypted backup within the infrastructure of the cloud operator. Restoration is guaranteed within 24 hours.

(11) Data Protection Management

ChargePoint has implemented a data protection management system. This includes:

- a) data protection organization and responsibilities are defined; ChargePoint uses an external data protection officer and has also appointed a data protection coordinator within the company,
- b) full involvement of the data protection coordinator(s) in all relevant processes,
- c) keeping a register of processing activities,
- d) contract management adapted to the requirements of data protection,
- e) obligation of all employees to maintain data secrecy according to § 6 DSG,
- f) regular data protection training courses,
- g) implementation of a process for exercising the rights of data subjects in be.ENERGISED,
- h) implementation of a process for reporting data protection breaches (Incident Response Management).

(12) Incident Response Management

Written requests from data subjects to the data protection officer can be documented in be.ENERGISED and archived in an audit-proof manner. If data protection breaches become known through an inquiry from a data subject or through automated internal control systems of ChargePoint, the legal team and management will be informed immediately. The latter will immediately fulfil its obligation to notify the client in accordance with Art 33 Para. 2 GDPR and will immediately initiate the necessary steps to end, assess the consequences and minimize possible consequential damages caused by a data protection breach.

8) Requests from Data Subjects

(1) If the client is obligated to provide information to a data subject regarding the processing of personal data due to applicable data protection laws, ChargePoint will support the client as far as possible and reasonable. In the event of unreasonably frequent or excessive requests, ChargePoint will claim compensation for costs in the amount of the support hourly rate of ChargePoint for the processing of information requests. ChargePoint will not answer any requests for information regarding data subjects and will always refer such data subjects to the client.

(2) ChargePoint will only correct, delete, or transfer personal data processed on behalf of the client on the client's written instructions.

9) Subcontractors

(1) At the time of the conclusion of the Framework Agreement, ChargePoint cooperates with the subcontractors listed in Annex A to this Data Protection Agreement, who, in this context, also process the personal data processed on behalf of the client.

(2) The client hereby expressly consents to the use of the subcontractors listed in Annex A as well as to the use of further subcontractors or the replacement of existing subcontractors by ChargePoint.

(3) The client shall be informed in advance about the intended use or replacement of a subcontractor. In this case, the client shall have the right to object. In the event of an objection, ChargePoint is not entitled to engage the subcontractor. However, the client may not refuse consent without good reason or for unobjective reasons. The time limit for raising an objection is three (3) weeks from receipt of the information about the intended use or replacement. If the client does not exercise their right of objection in writing within the aforementioned period of time, consent shall be deemed to have been tacitly given.

(4) ChargePoint must structure its contractual relations with the subcontractor in such a way that they comply with the applicable data protection regulations.

10) Subcontractors with connections to a third country

(1) ChargePoint concludes both data processing agreements (DPAs) - including appropriate technical and organisational measures - and additionally appropriate standard contractual clauses with each third country subcontractor.

(2) Furthermore, ChargePoint has identified and agreed on supplementary measures with all subcontractors with a third country reference:

- a) All relevant third country subcontractors use - both in transit and at rest - an encryption method for the processed data in order to minimise the risk of data interception.
- b) ChargePoint sends each of these subcontractors a so-called "Schrems II questionnaire" and has been informed by the existing subcontractors about their procedures in case of requests by authorities.
 - a. In particular, subcontractors with a third country connection have committed to:
 - i. implement strict policies and processes for responding to requests for information from public authorities,
 - ii. where possible, instruct the requesting authority to obtain the information directly from the relevant data controller (ChargePoint or client or eDriver),
 - iii. provide as little information as possible to the authority in question and inform the respective data controller of a request as early and as extensively as possible in order to enable the data controller to apply for a restraining order or other appropriate remedy (injunction),
 - iv. publish appropriate transparency reports on regulatory data requests on a regular basis.

11) Affiliates

(1) To be able to work together with software developers and engineers from affiliate companies to further develop and continuously improve the applications and services used by the Client, personal data are also processed by affiliates of ChargePoint.

(2) The respective affiliates and the purpose and type of the data processing are specified in the "List of internal Subcontractors cooperating with ChargePoint" in Annex A of this Appendix.

(3) In order to ensure a level of data protection in line with the requirements of European data protection law and pursuant to Art 46 GDPR, ChargePoint has entered into an agreement on intra-group data transfers including EU Standard Contractual Clauses and Transfer Impact Assessment with the respective affiliates.

12) Notifications of Personal Data Breaches

Violations of regulations regarding the protection of personal data must be reported to the client without delay so that the client can fulfil his reporting and notification obligations towards supervisory authorities and data subjects in accordance with Art 33 ff GDPR.

13) Deletion and Return of Personal Data

Upon termination of the contractual relationship or upon request by the client at any time, ChargePoint must hand over all personal data processed on behalf of the client upon the client's written instructions either in a standard format or destroy it in accordance with data protection laws.

Annex A

to the Data Protection Agreement according to Art 28 GDPR

List of Subcontractors cooperating with ChargePoint

Subcontractor	Location (different from the seat)	Contact	Purpose/type of data processed
Amazon Web Services EMEA SARL 38 Avenue John F. Kennedy L-1885 Luxembourg	Data center in Frankfurt	AWS Compliance Center https://aws.amazon.com	Operation of data bases (AWS RDS) / all data stored in be.ENERGISED
Auth0 Inc 10800 NE 8th Street, Suite 700 Bellevue, WA 98004 USA	Data centers in the EU	+1 425 312 6521 privacy@auth0.com	Digital authentication and authorisation services for be.ENERGISED and eDriver.APP / log data
Benefit Partner GmbH Europaplatz 7 A-3100 St. Pölten	processing in be.ENERGISED	+43 2742 285 20 office@benefit-bueroservice.at	Operation of hotline services / personal master data, communication data, personal technical data, contract master data, transaction data
BMD Systemhaus GmbH Sierninger Straße 190 A-4400 Steyr		+43 7252 8830 bmd@bmd.at	Accounting Systems Operation / Invoice and Turnover Data
Dembach & Goo Informatik GmbH Hohenzollernring 72 D-50672 Cologne	Data centers in Cologne, Düsseldorf	+49 69 96866084 datenschutz@dg-i.net	Operation of firewalls for the connection of charging stations via VPN certificates / Personal technical data, contract master data, transaction data
EVA Solutions Group Oy Satakunnankatu 32 FI-33210 Tampere	processing in be.ENERGISED	+358 753250978 info@eva.global	Operation of hotline services / personal master data, communication data, personal technical data, contract master data, transaction data
Functional Software, Inc. 45 Fremont Street, 8th Floor San Francisco, CA 94105-2250, USA		legal@sentry.io	Analysis of system errors on development level / potentially all data stored in be.ENERGISED
Girève SAS 108-110 Avenue du Général Leclerc F-78220 Viroflay	Roaming-Network France	+33 1 73 50 31 75 contact@gireve.com	Operation of roaming networks / Personal technical data, contract master data, motion data, transaction data
Google Ireland Ltd Gordon House, Barrow Street Dublin 4, Ireland		+353 1 543 1000 support-at@google.com	Analysis of the eDriver APP usage (Analytics for Firebase) and documentation of the crash behaviour of the eDriver.APP (Crashlytics)/ App data
Hubject GmbH EUREF-Campus 22 D-10829 Berlin	Roaming-Network Germany	+49 30 78893200 info@hubject.com	Operation of roaming networks / Personal technical data, contract master data, motion data, transaction data
IXOPAY GmbH Mariahilfer Straße 77-79 A-1060 Vienna		privacy@ixolit.com	Operation of Payment Gateway / payment gateway data

livepost Austria GmbH Industriestraße 18 A-4800 Attnang-Puchheim	+43 7682 93 151 0 info@livepost.at	Print and send invoices / invoice and turnover data
Tableau International, U.C., The Oval, Shelbourne Road, Ballsbridge, Dublin 4, Ireland	privacy@salesforce.com	Visualisation, statistics, evaluation / all data processed in be.ENERGISED
The Rocket Science Group LLC 675 Ponce De Leon Ave NE, Suite 5000 Atlanta, GA 30308 USA	+1 404 806 5843 dpo@mailchimp.com	Operation of mail services / personal master data, communication data, billing and turnover data

List of internal Subcontractors cooperating with ChargePoint

Subcontractor	Location (different from the seat)	Contact	Purpose/type of data processed
ChargePoint, Inc. 240 East Hacienda Avenue Campbell, CA 95008 USA	Data centers in the US	privacy.eu@chargepoint.com	Provision, maintenance, development and support of be.ENERGISED and the services based on it (including the processing and billing of Charging Processes, processing of POI data, load management including forecasting and analytics) / all data stored in be.ENERGISED
ChargePoint European Holdings BV Zuidplein 126 NL-1077XV Amsterdam	Data centers in the EU	privacy.eu@chargepoint.com	Provision, maintenance, development and support of be.ENERGISED and the services based on it (including the processing and billing of Charging Processes, processing of POI data, load management including forecasting and analytics) / all data stored in be.ENERGISED
ChargePoint Germany GmbH Speicherstraße 20 D-81671 München			
ChargePoint Network (Netherlands) BV Hoogoorddreef 56E NL-1101BE Amsterdam			
ChargePoint Network (France) SAS 12 Place Dauphine F-75001 Paris			
ChargePoint Network (UK) Ltd 2 Waterside Drive Arlington Business Park Theale, Reading, Berkshire, RG7 4SW, UK	Data centers in the EU	privacy.eu@chargepoint.com	Provision, maintenance, development and support of be.ENERGISED and the services based on it (including the processing and billing of Charging Processes, processing of POI data, load management including forecasting and analytics) / all data stored in be.ENERGISED
ChargePoint Technologies India Pty Ltd 3rd Floor, AIHP Signature 418-419, Udyog Vihar, Phase – 4 Gurgaon, Haryana, India	Data processing at ChargePoint Technologies India Pty Ltd	privacy.eu@chargepoint.com	Provision, maintenance, development and support of be.ENERGISED and the services based on it (including the processing and billing of Charging Processes, processing of POI data, load management including forecasting and analytics) / all data stored in be.ENERGISED

Appendix N

SEPA Direct Debit B2B-Authorization

Authorization Reference

4 _____ (to be filled in by ChargePoint)

Creditor

ChargePoint Austria GmbH, FN 399512v (Landesgericht Salzburg)
Salzburger Strasse 26
A-5550 Radstadt
Creditor ID: AT33SPK00000015929

Debtor

Company, Reg.-N° : Company, Reg.-N°

Address: Street

PC, City: PC, City

IBAN: IBAN

BIC: BIC

Authorization

By signing this form, we authorize ChargePoint Austria GmbH to send instructions to our bank to debit our account and our bank to debit our account in accordance with the instructions received from ChargePoint Austria GmbH.

We are entitled to instruct our bank otherwise until the due date. We are not entitled to demand a refund of debited amounts after they have been redeemed.

Payment Method

- ☐ one-time debit
☐ recurrent debit

Signature or Electronic Signature

Place and date: Place, Date

Signature: _____

Note

You are requested to submit this form to your bank before the first due date!

If the direct debit is rejected by your bank due to insufficient funds or for other reasons, for which ChargePoint Austria GmbH is not responsible, a one-time processing fee of EUR 10.00 net per rejected debit will be charged.