

**ANNEX B**  
**SPECIAL SUBSCRIPTION TERMS**  
**be.ENERGISED Cloud Services**

**1. Preamble**

Besides the general provisions and definitions that are described in the following, this Annex B is divided into several Appendices, which include detailed terms with regard to the specific products of be.ENERGISED. As soon as the Subscriber uses a Cloud Service that falls under one of the Appendices of this Annex B the respective Appendix shall apply. Appendix be.ENERGISED License and Exhibit Data Processing Agreement as well as Exhibit Data Controller Agreement always apply irrespective to the Service used under this Annex.

**2. Definitions**

Capitalized terms will have the meaning attributed to them in the Agreement. In addition, the following definitions are used exclusively within this Annex B:

**Charge Point Operator (CPO):** 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 Subscriber for further use (in particular for billing the User)

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

**Charging Station:** 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

**E-Mobility Providers (EMP):** entity that offers 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.

**Instance:** describes the user environment which is – depending on the selected license – set up for the Subscriber in be.ENERGISED.

**Sub-Instance:** refers to a non-independent user environment within the instance, which can only be created by the Subscriber in the Essentials license variant. The Subscriber can assign individual rights to the sub-Instance. The Subscriber can assign user IDs to third parties for the sub-Instance in such a way that these third parties (sub-Subscribers) can manage Charging Stations and/or Identification Media in these sub-Instances themselves.

**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 Users and enable them to use third-party charging infrastructure via Roaming at defined conditions.

**Offer:** refers to the commercial offer submitted to the Subscriber, which contains the prices and conditions agreed upon between the Parties for the use of be.ENERGISED and the services based on it.

**POI data:** 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:** refers to Charging Processes that are performed by a 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 User's E-Mobility Provider.

**Roaming Platform:** any 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.

**3. General description of the Service**

Depending on the selected subscription, a separate Instance is set up for the Subscriber in be.ENERGISED. To access this Instance, the Subscriber is assigned a user ID consisting of an e-mail address and password. The Subscriber can create further user IDs in be.ENERGISED at any time via the administration interface in be.ENERGISED in accordance with the provisions of the Agreement.

Depending on the selected subscription, the Subscriber can activate optional functions or upgrade to more extensive licenses at any time via the administration interface in be.ENERGISED in accordance with the Appendices 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, which shall become an integral part of this Agreement without further declaration or separate written consent.

#### **4. Change Request**

Subsequent changes or additions concerning the content or the scope of the services owed by ChargePoint under this Annex can be requested by the Subscriber 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:

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

Within a reasonable period of time after receipt of the Change Request, ChargePoint will either submit a written offer to the Subscriber for the implementation of the requested changes or additions or reject the implementation. In case of comprehensive changes or additions, the 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 Subscriber or the conclusion of the contract must be made in writing within the time limit stated in the offer.

Each 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 Subscriber 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.

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 Subscriber is granted a non-exclusive, non-sublicensable and non-transferable right, limited in time to the term of this Agreement, to use these work results in accordance with the provisions of this Agreement.

#### **5. Intellectual Property Rights**

Exclusively when using the product be.ENERGISED under the "Essentials" license, the Subscriber 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-Subscribers) can manage Charging Stations and/or Identification Media in these sub-Instances. Subscriber shall impose all their obligations under the Agreement, with the exception of their obligations relating to remuneration, upon the sub-Subscribers in writing and shall ensure that the sub-Subscribers when using be.ENERGISED and the Services based on it, are subject to the same contractual obligations as the Subscriber. Subscriber is responsible to ChargePoint for all acts or omissions that are carried out via a user ID assigned by the Subscriber in a sub-Instance created by Subscriber. When creating sub-Instances, the Subscriber must pay the monthly fees per Charging Station/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-Subscribers, the Subscriber is not subject to any restrictions. ChargePoint has no contractual relationship with the sub-Subscribers 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 Subscriber and charging processes started with Identification Media managed in Sub-Instances are billed directly to the Subscriber.

#### **6. Payment Terms**

The Subscriber may provide ChargePoint with a valid direct debit mandate and transmit this direct debit mandate to their bank or to authorize the debit of the means of payment notified by the Subscriber. The Subscriber may use the template attached hereto as Appendix SEPA Direct Debit B2B-Authorization. ChargePoint must be informed of any changes to the banking details in advance.

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

In the event of late payment, the Subscriber 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 Subscriber 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.

The terms of payment for one-off services are as follows:

- 50 % down payment immediately upon order confirmation
- 50 % upon declaration of readiness for delivery by ChargePoint

## **7. Term and Termination**

Subject to deviating provisions in the Offer, this Agreement shall be valid for an indefinite period of time from signature by the Subscriber with a fixed minimum term of twenty-four (24) months. After the minimum term the Agreement may be terminated by either party by giving three (3) months' prior written notice to the end of the calendar quarter.

## **8. Data Processing**

Insofar as personal data is processed in the context of the use of be.ENERGISED and the services based on it, this is done on the basis of the applicable data protection regulations, in particular in accordance with the GDPR as well as in accordance with EXHIBIT - DATA PROCESSING AGREEMENT and EXHIBIT – DATA CONTROLLER AGREEMENT accessible via <https://www.chargepoint.com/en-gb/legal/cloud-terms>.

## **Appendix**

### **be.ENERGISED License**

#### **1. Service Description**

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

#### **2. Obligations of the Subscriber and System Requirements**

The Subscriber 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 Subscriber shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in this Appendix.

The Subscriber 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 Subscriber acknowledges and expressly agrees that these are necessary conditions for the provision of the main services mentioned in this Appendix.

The Subscriber 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 this Appendix. ChargePoint's claim to the fee charged for the use of be.ENERGISED remains unaffected.

#### **3. Configuration Work**

If the Subscriber 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 may be implemented by ChargePoint in the form of configuration work at the current hourly rate specified in the Offer and will be invoiced separately to the Subscriber.

#### **4. Support Services**

ChargePoint provides the Subscriber with all necessary information regarding the configuration and operation of be.ENERGISED via an online documentation in the form of a knowledge base available on <https://customer.chargepoint.com/>

Unless expressly agreed otherwise, ChargePoint will provide the Subscriber 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 Subscriber monthly in arrears. An itemized list of the underlying support services can be viewed at any time via the administration interface in be.ENERGISED.

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.

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

#### **5. Transaction Costs**

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. ChargePoint shall have the right to change these service provider at any time, this might lead to implementation costs of the Subscriber. These services include – inter alia – the following:

- processing of payments via prepaid accounts,
- processing of payments via payment service gateways,
- sending SMS,
- transmission of CDRs in case of Roaming.

The use of these services is automatically logged in be.ENERGISED; the use-related costs are specified in the Offer. All costs will be invoiced to the Subscriber 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.

## 6. Service Level

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 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).

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.

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 Subscriber via the contact form provided in the ChargePoint support center available via URL. If and as long as the Subscriber fails to inform ChargePoint about the disruption, no claims of any kind arising from the reduction in availability shall be due (in case the concerned Charging Station is activated for 360.SUPPORT or Chargepoint.OPERATION the requirement to inform does not apply). 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 Subscriber upon request by means of an appropriate annual reporting.

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:

- planned maintenance measures
  - a. with a duration of less than ten (10) minutes each without prior notice,
  - b. 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),
- failures
  - a. of individual functions or individual M2M SIM cards or VPN connections; these are remedied according to the warranty provisions of this Agreement,
  - b. 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%,
  - c. which result from temporary unavailability of any mobile (phone) networks,
- 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 Subscriber or third parties attributable to the Subscriber, 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.

If the agreed average annual availability is not reached, the Subscriber 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
$\geq 95 < 97,25$	10
$\geq 90 < 95$	20
$< 90$	30

The Parties agree that the agreed compensation shall cover all claims of the Subscriber 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.

## **Appendix**

### **eDriver.APP**

#### **1. Service Description**

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

#### **2. Obligations of the Subscriber and System Requirements**

With regard to the configuration and customizing of the eDriver.APP, the Subscriber 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 Subscriber's individual specifications.

The Subscriber shall test the pre-release version of the eDriver.APP configured by ChargePoint for the Subscriber 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.

Within a reasonable period of time prior to the publication of the eDriver.APP in the stores and thereafter on an ongoing basis, the Subscriber undertakes to configure and store in be.ENERGISED the information to be displayed to the 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 Users in the eDriver.APP. The Subscriber acknowledges and expressly agrees that these are necessary conditions for the provision of the main services mentioned in this Appendix.

#### **3. Special Intellectual Property Rights**

The Subscriber is entitled to offer Users the supply of electricity for charging their electrically powered vehicles via the eDriver.APP during the term of this Appendix.

In particular, the Subscriber grants ChargePoint the right to use the logos, graphics, trademarks, fonts, marketing texts, etc. provided by the Subscriber, 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 this Appendix and make them available to third parties for use.

#### **4. Setup and Support Fees**

The one-off setup fee, including the fees for any customization ordered by the Subscriber, as well as the ongoing Support fees are set out in the Offer.

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.

#### **5. Term and Termination**

After expiry of the warranty period set out in clause 6) para (1) of this Appendix, ChargePoint shall be entitled at any time to reduce or completely discontinue Support, by giving three (3) months prior notice.

Notwithstanding 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 of the Agreement, the Subscriber shall be reimbursed the one-off setup fee on a pro rata basis. Any further claims for compensation by the Subscriber shall be excluded.

#### **6. Special Warranty and Liability Provisions**

With regard to the eDriver.APP, the 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.

A duty of ChargePoint to update the eDriver.APP according to §7 Austrian VGG is expressly excluded.

Support with regard to the eDriver.APP is provided by ChargePoint exclusively within the warranty period specified in the preceding paragraph of this clause and as long as the eDriver.APP has not been terminated. 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.

Support within the meaning 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 may be requested through a Change Request according to clause 4 of this Annex.

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.

The Subscriber 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 Subscriber.

**Appendix**  
**be.ENERGISED COMMUNITY**

**1. Service Description**

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

**2. Obligations of the Subscriber**

The Subscriber 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 Subscriber shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in this Appendix.

In addition, the Subscriber 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 Subscriber 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 Users in an official language applicable at the location of the Charging Station and to affix a sticker containing the hotline number or to otherwise display the hotline number at the Charging Station,
- d) to provide an instruction manual and a notice of use for Users at all Charging Stations, to avoid incorrect use,
- e) to tolerate and ensure the safe use of the Charging Stations by 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 must 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 Subscriber 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.

**3. Granting of rights to ChargePoint**

The Subscriber 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 Agreement, but apart from this, shall be unlimited and sublicensable, so that ChargePoint or a third party commissioned by ChargePoint may market the Charging Stations as set out in this Appendix and make the Charging Stations available for use by third parties.

The Subscriber also grants ChargePoint the right to use the POI data mentioned in this Appendix, which right shall be limited in time to the term of the Agreement, but apart from this, shall be unlimited and sublicensable, so that ChargePoint or a third party commissioned by ChargePoint may edit, correct, enrich, and make the POI data available to third parties for publication at their own discretion.

**4. Tariff and Payment Conditions**

ChargePoint provides the Subscriber 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.



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 Users at the Subscriber's Charging Stations from the Subscriber. The purchase price is guaranteed to the Subscriber by ChargePoint. The resale price is the price at which ChargePoint resells the electricity consumed by Users at the Subscriber's Charging Stations to the Users or their E-Mobility Providers. The resale price is for information purposes only. ChargePoint is not bound to it towards the Subscriber and is free to set their prices towards 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 Users.

ChargePoint settles the Charging Processes performed via be.ENERGISED COMMUNITY with the Subscriber monthly in arrears by issuing a self bill based on the guaranteed purchase prices. Self bills are issued exclusive of VAT in accordance with Articles 38 and 195 EU-VAT Directive<sup>1</sup> and §§ 1 and 2 Nr. 2 UStBBKV2F<sup>2</sup> (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 Subscriber, provided that the amount to be paid to the Subscriber is EUR 100,00 (or the equivalent amount in local currency) or higher. If, in individual months, the amount to be paid to the Subscriber 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 Subscriber reaches EUR 100,00 (or the equivalent amount in local currency). No interest shall accrue on any withheld amounts.

Self bills are made available to the Subscriber 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 Subscriber. Any objections to self bills must be raised by the Subscriber in writing within four (4) weeks from receipt – this also included CDR not transmitted by the Charging Station in timely manner after the Charging Process -, otherwise the Subscriber waives their right to make any claims whatsoever arising from the self bill.

The 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 Subscriber and ChargePoint and subsequently between ChargePoint and the Users or their E-Mobility Providers, whereby it is expressly noted that this does not imply a qualification of one of the Parties as an electricity trader within the meaning of the applicable energy law or similar laws, where the provision of a Charging Station might also be qualified as granting of an access service to Users, eMSPs or Roaming Partners. In other words, the Subscriber 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 Users or their E-Mobility Providers. The Parties expressly agree that there is no contractual relationship and no direct supply between the Subscriber and the 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 Users or their E-Mobility Providers and also bears the risk of default in payment by the Users or their E-Mobility Providers. In the event of a change in the applicable VAT law, the Parties will, as far as necessary, seek to adjust this provision.

## **5. Complaints**

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

In case of complaints by Users, eMSPs or Roaming Partners, 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, adequate and correct. If it should be found that the data transmitted by the Charging Station is incorrect, inadequate or not plausible, ChargePoint is entitled at its own discretion to satisfy the complaint partially or completely. Any resulting reimbursement of costs of the Charging Process will be passed on to the Subscriber and is either invoiced to the Subscriber or deducted from the self bill.

## **6. Special Warranty and Liability Provisions**

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

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.

The Subscriber 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 Agreement by the Subscriber or otherwise through the Subscriber's fault in connection with the use of the Charging Stations activated for be.ENERGISED COMMUNITY.

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<sup>1</sup> 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).

<sup>2</sup> 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).

## Appendix

### eMSP.OPERATION

#### 1. Service Description

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

#### 2. Obligations of the Subscriber

The Subscriber is responsible for the storage of tariffs and the configuration of usage authorizations for each Identification Medium managed in be.ENERGISED. In particular, the Subscriber 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 User. To this end, the Subscriber can also define automatic mark-ups on the ChargePoint resale prices.

If Identification Media in the form of charging cards are used, the Subscriber - 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 Subscriber 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 Subscriber must notify ChargePoint in advance of the information required by the respective national legislation to be printed on their charging cards.

The Subscriber shall contractually oblige the Users to inform themselves with regard to the charging infrastructure that is accessible by activating 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 Subscriber shall be liable in accordance with the general statutory provisions for the compliance of 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 Users with this provision.

The Subscriber grants ChargePoint the right to use its company/brand name and logos, which right shall be limited in time to the term of the 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 Users at Charging Stations of ChargePoint and of third-party Charge Point Operators or operators of Charging Station networks.

#### 3. Tariff and Payment Conditions

ChargePoint charges the Subscriber 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.

In addition, ChargePoint invoices the Subscriber monthly in arrears for the Charging Processes performed by the Users via eMSP.OPERATION on the basis of the resale price lists notified to the Subscriber in their respective applicable version. Invoices are issued exclusive of VAT in accordance with Articles 38 and 195 EU-VAT Directive<sup>3</sup> and §§ 1 and 2 Nr. 2 UStBBKV4<sup>4</sup> (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 Subscriber and shall not prevent ChargePoint from invoicing the respective Charging Processes at a later date.

Invoices are made available to the Subscriber 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 Subscriber. Any objections to invoices must be raised by the Subscriber in writing within four (4) weeks from receipt, otherwise the Subscriber waives their right to make any claims whatsoever arising from the invoice.

The 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 Subscriber and subsequently between the Subscriber and the Users, whereby it is expressly noted that this does not imply a qualification of one of the Parties as an electricity trader within the meaning of the applicable energy law or similar laws, where the provision of a Charging Station might also be qualified as granting of an access service to Users, eMSPs or Roaming Partners. In other words, ChargePoint sells, delivers, and transfers the electricity consumed in its own name and for its own account to the accepting Subscriber. The Subscriber thereby acquires the authority to dispose over the electricity consumed and

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<sup>3</sup> 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).

<sup>4</sup> 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).

subsequently sells, delivers, and transfers the same to the Users. The 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 Subscriber and third Charge Point Operators or operators of Charging Station networks on the one hand nor between ChargePoint and the Users on the other hand. In particular, the Subscriber is free to determine the prices applicable to Users and also bears the risk of default in payment by the Users. In the event of a change in the applicable VAT law, the Parties will, as far as necessary, seek to adjust this provision.

#### **4. Resale to Users**

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

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

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

#### **5. Complaints**

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

In case of complaints by 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 concerned 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 of the costs incurred if such costs correspond to the resale price lists notified to the Subscriber in their respective applicable version.

#### **6. Special Warranty and Liability Provisions**

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.

ChargePoint further ensures that the charging infrastructure referred to in 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.

The Subscriber 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 Users.

The Subscriber 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 Users.

#### **7. Intellectual property rights**

ChargePoint grants the Subscriber a non-exclusive, non-sublicensable and non-transferable right, limited in time to the term of the Agreement, to use the POI data referred to in this Appendix solely for the purpose of displaying such POI data in a mobile application used by the Subscriber's Users.

The Subscriber shall not use the POI data for any purpose other than displaying them in a mobile application used by the Subscriber's 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 Subscriber 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.

ChargePoint does not guarantee and assumes no liability for the actuality, correctness or accuracy of the POI data referred to in 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 Subscriber, and that such POI data may be outdated, incorrect or incomplete.

The Subscriber 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**  
**360.SUPPORT**

**1. Service Description**

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

**2. Obligations of the Subscriber**

The Subscriber 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 Subscriber shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in this Appendix.

The Subscriber is responsible for the registration and proper configuration of Charging Stations in be.ENERGISED, for the configuration of the data connection and the provision of access data as well as 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 Subscriber acknowledges and expressly agrees that these are necessary conditions for the provision of the main services mentioned in this Appendix.

The Subscriber shall only activate Charging Stations for 360.SUPPORT which have been certified by ChargePoint for operation with be.ENERGISED. The Subscriber 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 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 Subscriber 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.

The Subscriber shall Support ChargePoint in the processing of error messages and analysis of errors, in particular by providing ChargePoint with all relevant information.

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

**3. Response Times**

a) Monitoring and Remote Fault Clearance:

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 Users, whereby the intended use is deemed to be given if and as long as 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 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.

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 Subscriber or a third party designated by the Subscriber for further processing.

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).

b) Hotline

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

#### **4. Special Warranty and Liability Provisions**

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

## Appendix

### Chargepoint.OPERATION

#### 1. Service Description

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

#### 2. Obligations of the Subscriber

The Subscriber 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 Subscriber shall grant ChargePoint all rights to the extent necessary for the provision of the main services mentioned in this Appendix.

The Subscriber is responsible for the registration and proper configuration of Charging Stations in be.ENERGISED, for the configuration of the data connection and the provision of access data to all Charging Stations activated for Chargepoint.OPERATION. The Subscriber acknowledges and expressly agrees that these are necessary conditions for the provision of the main services mentioned in this Appendix.

The Subscriber shall only activate Charging Stations for Chargepoint.OPERATION which have been certified by ChargePoint for operation with be.ENERGISED. The Subscriber 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 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 Subscriber 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.

The Subscriber shall Support ChargePoint in the processing of error messages and analysis of errors, in particular by providing ChargePoint with all relevant information.

#### 3. Response Times

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 Users, whereby the intended use is deemed to be given if and as long as 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 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.

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 Subscriber or a third party designated by the Subscriber for further processing.

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).

#### 4. Special Warranty and Liability Provisions

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

## **Appendix**

### **eDriver.HOTLINE**

#### **1. Service Description**

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

#### **2. Obligations of the Subscriber**

The Subscriber 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 Subscriber 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 this Appendix.

The Subscriber is responsible for the registration and proper configuration of Charging Stations in be.ENERGISED, for the configuration of the data connection and the provision of access data as well as 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 Subscriber acknowledges and expressly agrees that these are necessary conditions for the provision of the main services mentioned in this Appendix.

The Subscriber 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 Subscriber acknowledges and expressly agrees that the response time agreed in 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%.

The Subscriber 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 this Appendix. ChargePoint's claim to the fee charged for the use of eDriver.HOTLINE remains unaffected.

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

#### **3. Response Time**

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

This response time shall not apply to those calendar months in which the notified call volume was actually exceeded by more than 10%.

This response time shall not apply in any event during the first two calendar quarters in which the Subscriber uses the eDriver.HOTLINE service for the first time (start-up phase).

## Appendix

### be.ENERGISED Charge@Home

#### 1. Service Description

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

#### 2. Obligations of the Subscriber

The Subscriber 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 Subscriber with the Employee and Employer (such as reimbursement contract).

#### 3. Special Warranty and Liability Provisions

The correct (tax) legal implementation and accounting with regard to this Appendix is the sole responsibility of the Subscriber, see clause 2 of this Appendix. ChargePoint therefore shall not assume any guarantee and shall not be liable for the (tax) legal suitability of the Charge@Home service for the Subscriber's particular use case.



## Appendix

### Consulting and Project Management

#### 1. Service Description

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

#### 2. Obligations of the Subscriber

The Subscriber 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.

#### 3. 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 Subscriber is granted a non-exclusive, non-sublicensable and non-transferable right, limited in time to the term of this Agreement, to use these work results in accordance with the provisions of the Agreement.

#### 4. Special Warranty and Liability Provisions

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 Subscriber's business model.

ChargePoint shall only be liable for damages caused intentionally or through gross negligence.

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

### be.ENERGISED Payment Gateway

#### 1. Service Description

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

#### 2. Fees

##### a) Payment Gateway:

Costs for the one-time setup of the Payment Gateway and the associated costs and fees can be found in the Offer.

Index Clause: Irrespectively of any deviating terms in the Framework Agreement, the Parties agree on stability of value of all prices for the Payment Gateway. The calculation shall be based on the Harmonised Index of Consumer Prices for the Euro area ("HICP", as made available on the European Central Bank website) or an index replacing and most closely corresponding to it. As of the end of each contractual year, all prices are adjusted on the basis of the HICP annual rate of change. The index number published for the first calendar month of the respective contractual year shall serve as the reference base. ChargePoint's failure to exercise or delay in exercising its rights under this section does not constitute a waiver of the right.

##### b) Account Updater Service:

ChargePoint shall have the right to reasonably increase or reduce the fee for the Account Updater Service as specified in the Offer at any time subject to 30 days' prior written notice.

##### c) eMSP Preauthorization per Session:

In case the client uses an eMSP Preauthorization per Session (currently not available, may be negotiated upon request), ChargePoint shall have the right to reasonably increase or reduce the fee for the eMSP Preauthorization per Session-Service as specified in the Offer at any time subject to 30 days' prior written notice.

#### 3. Changes

##### a) Account Updater Service:

Client acknowledges that the Account Updater Service may be changed at any time by the PSPs involved. The terms of this Appendix may be changed in accordance with the following procedure: The proposed changes for this Appendix will be notified to client. The changes become effective if client does not object within four weeks after receipt of the notification and continues to use the Account Updater Service after expiry of the objection period. In case of client's timely objection, the previous version of the Appendix remains valid.

#### 4. Term and Termination

##### a) Payment Gateway

The Parties may terminate the Payment Gateway by giving three (3) months prior notice.

##### b) Account Updater Service

The Parties may terminate the Account Updater Service immediately without giving reasons.

#### 5. Special Warranty and Liability Provisions

##### a) Payment Gateway:

ChargePoint does not warrant the successful integration of the client's PSP to the Gateway Service.

##### b) Account Updater Service:

Given the nature of the Account Updater Service and the involvement of different PSPs, ChargePoint makes no guarantee for any rate or number of account updates.

Client waives any implied and/or statutory warranty and maintenance claims, particularly for lack of reasonably expected or implied warranted characteristics in connection with the provision of the Account Updater Service.

In connection with ChargePoint providing the Account Updater Service to the client, client represents and warrants as follows: (i) client will ensure that the Account Updater Service is solely used for the purpose

of updating applicable cardholder information in order to complete future pre-authorized applicable transactions in accordance with the applicable "Rules" (meaning the written regulations and procedures issued by payment card schemes (payment card schemes (e.g. VISA, USA, Inc. and MasterCard International Incorporated, amongst others), as amended from time to time, including but not limited to the rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by these payment card schemes, including but not limited to PCI DSS, Visa Cardholder Information Security Program (CISP), MasterCard Site Data Protection (SDP) program, and PA-DSS as well as the requirements of the Account Updater Service set forth in the Rules) and all applicable law, and that Account Updater Service data are not used for any other purpose; (ii) client shall enter into a written agreement with each PSP that authorizes the client to use the Account Updater Service and shall comply with (x) the client's requirements that may be contained in the Rules (including that client must not be engaged in the business categorized by any of the following merchant category codes: 5962, 5966, 5967, or 7995), and (y) any payment card scheme terms of use governing the use of the Account Updater Service, and (z) the confidentiality and other applicable obligations set forth in the Rules.

Client shall, expressly excluding the application of any limitation of liability set forth in the Framework Agreement, indemnify, defend and hold ChargePoint harmless from and against any and all claims, damages, costs, including reasonable attorney's fees, arising out of or in connection with client's breach of any of the representations, warranties or conditions of this Appendix.

Client agrees to be solely responsible for its participation in and for any liability arising from its use of the Account Updater Service; client assumes all risk associated with its use of the Account Updater Service, and ChargePoint shall have no liability whatsoever to client for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service. In the event the stipulations of the preceding sentence are invalid or unenforceable, the limitations set forth in the Cloud Terms shall apply.

## Appendix

### be.ENERGISED Payment Terminal

#### 1. Service Description

The service description for be.ENERGISED in general as well as the service description for the respective services of the Appendices is provided together with the Offer by ChargePoint.

#### 2. Obligations of the Subscriber

- a) The Subscriber hereby expressly confirms that he is the owner of the data set out in be.ENERGISED COMMUNITY and assigned to the payment terminals, or to be authorized by the Owner to use and operate the same without restriction, subject to sub-licensing.
- b) In addition, the Subscriber undertakes to be.ENERGISED COMMUNITY payment terminal activated or assigned charging stations:
  - Subscriber acknowledges that the terminal can only be used with be.ENERGISED-certified charging stations. Insofar as the customer operates the terminal with stations that are not available on be.ENERGISED, ChargePoint does not warrant or assume any liability for the services provided,
  - Customer is responsible for the be.ENERGISED configuration and the correct assignment of the charging stations to the payment terminals,
  - to deposit a tariff (COMMUNITY tariffs) for each charging point assigned to a payment terminal based on the selection provided by ChargePoint that complies with the legal and administrative requirements applicable at the location of the charging station
  - Furthermore, all charging stations assigned to a payment terminal are subject to the terms and conditions of be.ENERGISED COMMUNITY
  - Ensuring that an authorized representative is on site at the respective place of delivery on the agreed delivery date of the payment terminals and associated accessories to receive goods and that the devices are stored in a suitable location until installation,
  - The correct execution of the pre-installation and installation measures, such as the provision of the power supply (1x 230V per device) at the respective locations. ChargePoint will provide Subscriber with an appropriate pre-installation and installation policy.
  - Periodic inspection of the point of interaction (POI) surface of the payment terminal to detect tampering and unauthorized substitution according to the user manual of the payment terminal. The user manual will be provided upon delivery of the payment terminal.
  - Ensure training of inspection staff to be aware of attempted tampering or replacement of the point of interaction (POI) of the payment terminal which includes:
    - Verifying the identity of any third-party persons claiming to be repair or maintenance personnel, before granting them access to modify or troubleshoot devices.
    - Procedures to ensure devices are not installed, replaced, or returned without verification.
    - Being aware of suspicious behavior around devices.
    - Reporting suspicious behavior and indications of device tampering or substitution to appropriate personnel.
  - Provision of one SIM card from the mobile operator per terminal by the customer or station operator for the purpose of establishing 4G connectivity. The device provided by ChargePoint contains the appropriate device for installing the SIM card on the integrated router.
  - Alternatively, a wired connection via LAN can be made on site if the appropriate hardware variant has been selected.

#### 3. Response- and Resolution Times

The defect is reported by the User to the support hotline provided by the CPO or other contact option for the fault report. When using the be.ENERGISED eDriver hotline, the fault report can be made via this service.

Any forwarding of the service case to the be.ENERGISED Second Level Support from ChargePoint must be provided via the ticket system in be.ENERGISED. Error messages are only accepted in German and English.

To support the efficient and high-quality processing of requests received via the ticket system, ChargePoint maintains a knowledge base that contains information on questions related to the payment terminal, including the corresponding answers.

Depending on the defect class, ChargePoint guarantees the following fault clearance times for tickets listed in the be.ENERGISED ticket system:

Error Class	Description	Resolution Time
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A	Total - Failure (no card payment via COMMUNITY payment terminal possible at the entire location)	Rectification of the fault within 3 working days from receipt of the fault in the be.ENERGISED Ticket System
B	Partial failure (card payment via COMMUNITY payment terminal still possible at the location)	Rectification of the fault as quickly as possible

These error classes and the respective fault clearance times refer exclusively to the hardware components of the payment terminal. In particular, the following faults are not included in the hardware components:

- communication between the be.ENERGISED backend and the payment backend (OCPI Payment Terminal modules)
- in the digital user interface of the terminal and the be.ENERGISED Backend,
- in the server infrastructure of the payment process,
- Downtime and connectivity issues caused by devices beyond ChargePoint's control (e.g., 4G connectivity provided by the operator).

Fault clearance times shall be deemed to have been complied with, provided that ChargePoint commences the investigation of the fault pattern within the specified times and either remedies it itself by remote fault clearance or (if remote fault clearance of the payment terminal is not technically possible) restores card payment capability by deploying a technician on site.

Tickets will be forwarded on the basis of the assessment of the error pattern at ChargePoint's sole discretion. There are no additional costs for processing the error. On the other hand, the lump-sum remuneration does not cover:

- Disruptions or damage culpably caused by the Subscriber or CPO or the influence of third parties, e.g. culpable non-compliance with the operating guidelines, culpable non-compliance with the operator's main obligations according to the operator's manual, fire, storm damage (e.g. lightning, flooding, etc.), voltage fluctuations that are outside the normal control range of the uninterruptible power supply (UPS), moisture or force majeure caused.
- Faults or damage caused by changes to the system, e.g. by in-house or third-party conversions, as well as connection to/from third-party devices, both to mains supply lines and to the data lines, unapproved third-party software, etc.
- Service calls caused by culpable misinformation by the CPO's site staff, as well as culpable non-compliance with support instructions.
- On-site interventions that are necessary due to an incorrect or unsuccessful transmission of a software download and are not caused by ChargePoint.

If ChargePoint provides or performs services for which an exclusion of services is defined, the terms of this Appendix shall nevertheless apply and such service will be billed on an expense basis.

In addition, the operation of the be.ENERGISED Payment Terminal is governed by the Appendix be.ENERGISED COMMUNITY

#### 4. Limitation of Liability

ChargePoint assumes no liability for any failures or additional costs incurred that can be traced back to a SIM card that does not meet the specifications.

#### 5. Termination

Subscriber may terminate individual terminals at any time without giving reasons, subject to a notice period of ninety (90) days from the last day of a month.

ChargePoint may terminate the services of this Appendix upon six (6) months' notice from the end of the month.