

Chargesight

Product Specific Supplemental Terms

Product description general

These Product Specific Supplemental Terms for Chargesight Software (“Product Specific Supplemental Terms”) set out additional terms and conditions and amend the Standard Terms and Conditions and any applicable Supplemental Terms for the Cloud Services as part of Customer’s subscription to Chargesight Software as described in the Product Data Sheet available at <https://www.siemens.com/sifinity-tnc>. Chargesight Software constitutes an Offering as that term is defined in the Agreement.

Entitlements

1. Authorized Access and Use

Unless otherwise defined in the Entitlements, Chargesight may be accessed and used only by 6 Authorized Users in the Territory during the Subscription Term, solely for Customer’s internal use as end-user. The Offering including corresponding Documentation and results (e.g. reports) generated with the Offering (in whole or in part) may not be used to provide services or products to third parties. Indirect use of an Offering via hardware or software used by Authorized User does not reduce the number of Authorized Users rights that Customer or Customer’s Affiliate needs to acquire.

Customer is only authorized to use the Offering in accordance with the package to which Customer holds a valid subscription as defined in the Product Data Sheet and/or Order.

2. Third Party Use

During the Subscription Term, the Cloud Services may be used to provide End-Customer-Services to its customers (“End-Customers”), subject to the following additional terms:

2.1. Use rights

Customer shall have the non-transferable, non-sublicensable, time-limited and revocable right to permit the number of users of End-Customers as defined in the Entitlement to access and use the Cloud Services and corresponding Documentation as part of Customer’s own services and products for End-Customer’s internal use as end-user. For the avoidance of doubt: End-Customer may not use the Cloud Services including the corresponding Documentation and results and output (e.g., reports) generated with this Cloud Service (in whole or in part) to provide services or

products to third parties. Any use of the Cloud Services by Customer as part of an End-Customer Service is subject to compliance with the Section 'End-Customer Contract' below.

2.2. Marketing

In connection with Customer's marketing and advertising activities, Customer will ensure that Customer, and not Siemens, is identified as the provider of End-Customer-Services, provided, however, that Customer may identify that the End-Customer-Services utilize the Cloud Services.

2.3. Customer's Role

Customer acknowledges and agrees that (i) any contractual relationship related to access to and use of the Cloud Services is solely between Customer and its End-Customer, and (ii) Siemens will provide the Cloud Services only to Customer and will not assume any obligations or responsibilities towards End-Customers and/or their users with regard to their access to or use of the Cloud Services.

2.4. End-Customer Contract

Customer's provision of End-Customer-Services to End-Customer requires an End-Customer Contract. Customer will ensure that the End-Customer Contracts are consistent with and no less protective of Siemens than the Agreement and will contain express provisions stating (i) Customer's company name and address and the contact information (telephone number, e-mail address) to which any questions, complaints, or claims with respect to the End-Customer-Services should be directed, (ii) that the contract is solely between Customer and the End-Customer and not between Siemens and the End-Customer, (iii) that End-Customer will comply at all times with applicable law and the Acceptable Use Policy available at <https://www.siemens.com/global/en/company/about/compliance/terms/base-terms.html>, (iv) that Siemens is a third party beneficiary to the End-Customer Contract, and (v) that the End-Customer-Services are not designed to be used for operation of or within a High Risk System. Customer will remain responsible for the enforceability and enforcement of End-Customer Contracts and their compliance with applicable law. Customer will immediately notify Siemens of any non-compliance by an End-Customer or its users with the above provisions, as well as any related enforcement action Customer takes against an End-Customer or its users.

2.5. Data

Where required by law, Customer will enter into appropriate agreements with End-Customer to process and protect their data (including personal data). Such agreements between Customer and End-Customer will allow Siemens and its subcontractors to process any data (including personal data) of Customer, End-Customers, and their users as described therein.

3. Subscription Term, Upgrades & Downgrades

The Subscription Term is set out in the Order, and, in case of a missing date, will be 1 (one) year and will end automatically, unless it will be extended after a written agreement between the Parties.

The Subscription Term for No-Charge Offerings is defined in the Order and, in case of a missing date, will be 3 (three) months. The Order can be terminated at any time during the Subscription Term for No-Charge Offerings. If not terminated, the subscription will end automatically.

The Subscription Term starts on the date specified in the Order. If no such date is specified, the start date will default to the date of onboarding of the Charge Point into Chargesight.

Changes between packages (Upgrade/Downgrade): Upon Customer's request, Siemens may adapt the selected subscription package. Any change to a higher-value subscription package

(“Upgrade”) can be conducted at any time and shall usually become effective upon the date confirmed by Siemens that the Upgrade is implemented. The Upgrade is effective for the then current remaining Subscription Term of the initially ordered subscription package; prices for the remaining period are adjusted with the day of implementation by Siemens. However, any requested change to a lower-value subscription package (“Downgrade”), can only be requested by the Customer prior to renewal of the Subscription Term in accordance with either Section 10.1 of the UCA or Section 18 of the General Software and Cloud Supplemental Terms (whichever is agreed with Customer in the Order) for the next following Subscription Term.

4. Data Privacy

Where Siemens acts as Customer’s processor of personal data provided by Customer, the product-specific Additional Data Privacy Terms Annex (including list of Subprocessors), available at <https://www.siemens.com/dpt/si> will additionally apply.

5. Fees

5.1. Activation and Billing

Customer agrees to pay the fees to Siemens or to any person or legal entity appointed by Siemens. Subscription fees for a Charge Point will commence upon successful onboarding of that Charge Point into Chargesight. Fees will be calculated from the first day of the calendar month in which the Charge Point was successfully onboarded, regardless of the actual onboarding date within that month.

5.2. Billing Cycle

Notwithstanding the annual Subscription Term, billing will be conducted on a monthly basis aligned with the calendar month. The monthly fee will be calculated as one-twelfth (1/12) of the annual subscription fee for each active Charge Point. An active Charge Point is defined as a Charge Point that has been successfully onboarded into Chargesight and has not been deactivated.

5.3. Deactivation

Customer may deactivate a Charge Point through Chargesight by requesting the off-boarding of a Charge Point. Fees for deactivated Charge Points will continue until the end of the calendar month in which deactivation occurs.

6. Data Center Locations

Customer Content at rest will be stored within the European Union.

7. High Risk Use

Customer acknowledges and agrees that (i) Offerings are not designed to be used for the operation of or within a High Risk System if the functioning of the High Risk System is dependent on the proper functioning of the Offering, and (ii) the outcome from any processing of data through the use of the Offerings is beyond Siemens’ control. Customer will indemnify Siemens, its Affiliates, its subcontractors, and their representatives, against any third-party claims, damages, fines and cost (including attorney’s fees and expenses) relating in any way to any use of an Offering for the operation of or within a High Risk System.

8. Third-Party Terms

Further details regarding applicable Third-Party Terms and options to receive OSS source code are available at the following page: https://static.chargesight.app/ReadMeOSS_Charge-sight.html

9. Customer's Responsibilities

Siemens, its Affiliates, service providers and/or suppliers, at their sole discretion, make available firmware updates, enhancements, changes, modifications, security patches, bug fixes or additional functionality related to the Charging Station ("New Functionalities") to the Offering, including the software running in cloud infrastructure as part of the Cloud Services contained within the Offering or Software used on, in or for the Charging Station. Unless otherwise agreed in a specific service agreement, such New Functionalities may be (i) provided by Siemens with reasonable notice before such New Functionalities are available and/or (ii) pushed automatically via Remote Services or any other online access available. In case Customer opts out of automatic installations for New Functionalities by informing the responsible Sales representative, the responsibility for the New Functionalities and its installation is with Customer. Non-current versions of the Offering may not be supported by Siemens and may not be updated to future versions. New Functionalities do not necessarily need to have the same functionalities as the previous versions. The license and/or rights for New Functionalities of an Offering shall be as set forth in the Entitlements and the Agreement for the Offering.

Customer agrees that Siemens is only supporting Customer in operating Customer's charging infrastructure within the agreed Offering. Customer recognizes that Customer is the responsible charge point operator according to the legal, economic, and actual circumstances. Customer is responsible for checking regularly that the charging infrastructure is in a safe and cybersecure condition.

The provision of the Offering is subject to the fulfilment of the prerequisites by Customer as defined in the Product Data Sheet.

10. Monitoring, Reporting

Regarding user-provided Customer Content, Siemens will not engage in moderation, nor employ guidelines, procedures, measures, tools, or algorithmic decision-making for content moderation.

If there is content on our Cloud Services that Customer or any Authorized User considers illegal, please refer to <https://www.siemens.com/global/en/products/energy/emobility/sifinity-terms-and-conditions/digital-services-act.html>."

11. Data Use Rights

In addition to the use rights defined in either Section 6.2 of the UCA or Section 17 of the General Software and Cloud Supplemental Terms (whichever is agreed with Customer in the Order), Customer grants Siemens, its Affiliates and its subcontractors the worldwide, unrestricted and perpetual license to host, store, copy, modify, process, analyze, access, transmit and use the data about products installed at Customer's plant such as but not limited to product lists, MLFB, machine and parts list data, diagnostic information, location of the product (except any personal contact data), which Customer uploaded for the provision of the Offerings ("Collected Data") for (i) the provision of the Offerings in accordance with the Agreement, (ii) performing support request service- and maintenance assignments of Customer, (iii) preparing individual offers for Customer, (iv) creation and provision of a Company View for Collected Data for Customer and its Affiliates and (v) improving and/or expanding other service offerings and products of Siemens.

Company View for Collected Data means an overview of Collected Data belonging to Customer and/or its Affiliates.

12. Beta features

The Customer acknowledges and agrees that the Services and the Chargesight Software contain beta features, are still under development and have not been fully released. All obligations for Siemens under these Product Specific Supplemental Terms are commercially reasonable efforts obligations. Siemens does not guarantee that the Services shall be available without disruption, errors or defects or that all errors or defects shall not be repaired. Siemens shall not be in default by the occurrence of such errors or defects. Siemens shall in no case be in default if access to the Services is impossible due to circumstances beyond its control, including, but are not limited to, the loss or unavailability of connection or services of third parties required to maintain the availability of the Services.

13. Specific Terms for Connectivity

Connectivity is an integrated part of Chargesight and may only be used by Siemens for providing Chargesight Services to Customer.

The SIM Card remains Siemens' property and may not be used by Customer except for the purpose of receiving Chargesight Services from Siemens.

As the cellular connection is a third-party product from a telecommunication provider, Siemens does not assume any responsibility for availability, delay or failure in providing the cellular connection due to conditions beyond Siemens' control, e.g., atmospheric, geographic, or topographic conditions, damaged SIM-Card or the interruption of cellular services.

14. Specific Terms for Secured Remote Login

Customer acknowledges that the use of VPN technology or any means for secured remote login, remote engineering, or data transfer in connection with the use of the Offering ("Remote Service") may only be used by Customer if Customer is the owner of the system or data that is accessed or transferred by the Remote Service or is legally authorized by the owner of such systems or data to have them accessed or transferred by such Remote Services. Customer acknowledges further that the use of such Remote Services may be subject to local restrictions or prohibitions including but not limited to those regarding encryption (e.g. use of tunnels), data sensitivity (e.g. production-related data), or cross-border traffic in certain countries. It is Customer's responsibility to check if such local restrictions or prohibitions apply and to use the Offering in compliance with applicable law.

15. Specific Terms for No-Charge Offerings

In addition to either Section 3.6 of the UCA or Section 7 of the General Software and Cloud Supplemental Terms (whichever is agreed with Customer in the Order), Siemens may also change, limit, suspend, or terminate any No-Charge Offerings at any time. Customer acknowledges that No-Charge Offerings are not ready for production usage and that Customer's use of any No-Charge Offering is at its sole risk and discretion.

16. Changes to Supplemental Terms; Enhancement of Offerings

Siemens may only update these Product Specific Supplemental Terms and/or any other applicable Supplemental Terms during a Subscription Term, provided any such update does not (i) have a material adverse effect on Customer's rights (e.g. with respect to Entitlements or service levels) or (ii) result in a material degradation of the security measures maintained by Siemens with regard to the Offering or Customer Content. The foregoing shall not limit Siemens' ability to make changes to this Product Specific Supplemental Terms and/or any other applicable Supplemental Terms (i) to comply with applicable law, (ii) address a material security risk, (iii) to reflect changes made to the Offering in accordance with any change provision in the Agreement, or (iv) that are applicable to new features, supplements, enhancements, capabilities or additional Cloud Services

or Software provided as part of Customer's subscription to the Offering at no extra charge. Any change to these Product Specific Supplemental Terms or any other applicable Supplemental Terms shall apply from the date as notified by Siemens or published on the website as referenced in the Order. Siemens will use commercially reasonable efforts to notify Customer at least 90 days prior to such change or as agreed elsewhere in the Agreement.

17. Notices

Notwithstanding Section 13.7 of the UCA or Section 18 of the Base Terms (whichever is agreed with Customer in the Order), notices to Siemens shall be sent to support.emobility@siemens.cloud.

18. EU Data Act

For Customers in the European Union purchasing Cloud Services, the terms available at <https://www.siemens.com/sw-data-act> are incorporated herein by reference and apply where Customer wishes to switch the data processing services provider. Documentation relating to any such switch can be found under <https://www.siemens.com/sifinity-tnc> or will otherwise be provided by Siemens.

19. Agreed Service Levels

Siemens will use commercially reasonable efforts to make the Cloud Services available to Customer up to 24 hours per day and 7 days a week excluding downtime resulting directly or indirectly from any SLA Exclusions. The Cloud Services are available to Customer if its user interface is accessible by login at the exit of the wide area network of the data center used by Siemens to provide the Cloud Services.

20. Support

Parties can agree on additional support and troubleshooting services provided by Siemens during the term of the Agreement concerning the use and functioning of the Chargesight Software.

Customer may contact Siemens' Technical Support organization as primary point of contact for support in relation to the Offering. All Support inquiries must be made through the Chargesight customer support portal: <https://chargesight.atlassian.net/servicedesk>

Technical support tickets must include the following initial information:

- a) Customer name and contact information.
- b) A clear and concise description of the observed error or issue.
- c) Specific details of how and when the issue occurs and if applicable on which asset (charger / vehicle identity).
- d) Any observable patterns or conditions under which the error manifests
- e) Description of the error's impact on operations and Customer's assessment of the issue's priority level
- f) Screenshots, error logs, or other relevant documents that illustrate the issue.
- g) Any previous correspondence or attempts to resolve the issue.
- h) Any recent changes made to the system before the error was noticed.
- i) Preferred method for Siemens to contact the Customer for follow-up (e.g., email, phone) and times when the customer is available for further communication or clarification.

Siemens reserves the right to close or defer tickets that are not reproducible until adequate information is available to effectively address the issue.

Subject to availability, Siemens offers Customer support services via a service desk Monday to Friday, 9am to 5:00pm (CET, CEST) on Business Days.

Siemens will respond to Customer's support inquiry at Siemens' sole discretion via e-mail, hotline or remotely as described in this clause. Customer must ensure remote access to its local networks for e.g. remote diagnoses, upon request by Siemens. The following types of incidents are excluded from the scope of support for Offerings, but Customer may revert such requests to the sales team(s) for resolution:

- incidents regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise expressly set forth in an Order).
- incidents ascribed to a consulting or training request ("how-to"). These are covered by the online user documentation.
- incidents ascribed to a custom development request.

The Customer Support is available in English.

To receive support services hereunder, Customer shall reasonably cooperate with Siemens' Support to resolve support incidents and shall have adequate technical expertise and knowledge of its Offering configuration to provide relevant information to enable Siemens' Support to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot. Such support services may require that Siemens gets access to Customer Content in which case, Customer is required to issue temporary Credentials to Siemens to permit that access.

21. Export Control Regulations of the Products in the Offering

AL = N

ECCN = N

22. Order of Precedence

In case of inconsistencies between the Order, the Standard Terms and Conditions and these Product Specific Supplemental Terms, the following order of precedence shall apply in subordinate order:

- (i) Order
- (ii) Product Specific Supplemental Terms
- (iii) Other Supplemental Terms (if any)
- (iv) Standard Terms and Conditions

Definitions

Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these Product Specific Supplemental Terms:

Affiliate	Any entity that controls, is controlled by, or is under common control with either Party; in this context, "control" means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.
Authorized Agent	An individual who requires access to the Cloud Services in support of Customer's permitted use as consultant, agent, or in fulfillment of a contract with Customer or who is otherwise expressly permitted according to the Agreement to access and use the Offering.

Authorized User	<p>A (i) Customer's employee, (ii) Customer's Affiliate's employee, or (iii) an Authorized Agent.</p> <p>Each Authorized User must use a unique user identification to access and use the Offering, unless a generic login is expressly permitted in the Order or applicable Documentation. User identifications may not be shared with other individuals.</p> <p>If the number of Authorized Users is limited, Customer or Customer's Affiliate may re-assign the right to and use the Offering between uniquely identified individual Authorized Users over time, but not so frequently as to enable sharing by multiple Authorized Users.</p>
Business Days	Business Days are Monday to Friday except local and national holidays at the seat of Siemens.
Charge Point	A single charging outlet or connector that provides electrical power to charge an electric vehicle. Each Charging Station may contain one or more Charge Points.
Chargesight Software	Chargesight Software is any software that is licensed by Siemens to Customer in relation to the use of the Offering.
Charging Station	Charger Systems and Mobile Chargers.
Collected Data	Any time series data from the charger, product usage behavior, the connector (energy transferred, temperature, etc.), any Depot Operations Data (electric vehicle schedules, power limits, etc.), electric vehicle data (EV UID, charging status, etc.), Energy System Data.
Documentation	The specifics of Offerings and Entitlements are described in the Documentation available at https://www.siemens.com/sifinity-tnc which is incorporated herein by reference. Documentation includes information such as applicable limits or other attributes and metrics, prerequisites, or scaling factors for the pricing such as number of Authorized Users or asset attributes, and additional third-party terms which prevail for third-party software, technology, data and other materials, including open source software licensed from third parties.
High Risk System	A device or system that requires enhanced safety functionalities such as fail-safe or fault-tolerant features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. High Risk Systems may be required in critical infrastructure, direct health support devices, aircraft, train, boat, or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.
Mobile Chargers	Mobile chargers, including sim card and software.
SLA Exclusions	<p>Unavailability or any other performance issue causing downtime of the Cloud Services as a result of:</p> <ul style="list-style-type: none"> (i) scheduled maintenance; (ii) downtime for which at least 24 hours prior notice is provided to Customer; (iii) factors outside Siemens' reasonable control; (iv) actions or inactions of Customer or any third party; (v) any equipment, software or other technology not provided by Siemens; or (vi) suspension or termination of Offerings in accordance with the Agreement.
Standard Terms and Conditions	Either (a) the Universal Customer Agreement ("UCA"), located at https://www.siemens.com/cloud-terms , or (b) the Base Terms, located at https://www.siemens.com/terms-of-sale , in each case as indicated in the Order.
Territory	All countries released for sale of the Offering as shown under https://www.siemens.com/sifinity-tnc .