

## DepotFinity

### Product Specific Supplemental Terms

These Product Specific Supplemental Terms for DepotFinity (“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 DepotFinity as described in the Product Data Sheet available at <https://www.siemens.com/sifinity-tnc>. DepotFinity constitutes an Offering as that term is defined in the Agreement.

## Entitlements

### 1. Authorized Access and Use

A subscription for DepotFinity entitles Customer during the Subscription Term to permit Authorized Users in the Territory to access and use DepotFinity, solely in accordance with the Entitlements.

Each subscription for DepotFinity applies to one (1) Charge Point. Customer must acquire a separate subscription for each Charge Point that will be managed through DepotFinity.

Subscriptions are available in three packages: Basic, Advanced, and Premium, each offering different feature sets as described in the applicable Product Data Sheet. Customer is only authorized to use the Cloud Services in accordance with the package to which Customer holds a valid subscription as defined in the Product Data Sheet and/or Order.

Entitlement is connected to the number of onboarded Charge Points during the Subscription Term. For one onboarded Charge Point up to three named users which have received a username and password from Siemens are entitled to use this Offering:

Number of onboarded Charge Points:	Number of users (with username and password):
1 onboarded Charge Point	3 users
2 onboarded Charge Point	6 users
3 onboarded Charge Point	9 users
...	...

### 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

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The regular Subscription Term for DepotFinity is 12 months and will automatically renew 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).

The Subscription Term for No-Charge Offerings is 6 months, and the Order can be terminated at any time during this 6-month period. If not terminated, the 6-months Subscription Term is automatically transferred into a regular Subscription Term of 12 months.

Upon Customer's request, Siemens may adapt the selected subscription package. Any change to a higher-value subscription package ("Upgrade"), e.g., from "Basic" to "Advanced," can be conducted at any time, and shall usually become effective within one working day following the day on which the change was accepted by Siemens. The initial Subscription Term of the existing package expires early, and a new 12-month Subscription Term starts for the Upgrade from the day of implementation by Siemens, prices for the remaining initial Subscription Term will be adjusted towards the Upgrade. However, any requested change to a lower-value subscription package ("Downgrade"), e.g., from "Advanced" to "Basic" can only be requested by 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. Fees

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**4.1 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 DepotFinity. 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.

**4.2 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 DepotFinity and has not been deactivated.

**4.3 Deactivation.** Customer may deactivate a Charge Point through DepotFinity by using the available deactivation functionality. Fees for deactivated Charge Points will continue until the end of the calendar month in which deactivation occurs.

## 5. Data Privacy

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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/sj> will additionally apply.

## 6. Data Center Locations

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Customer Content at rest will be stored within the European Union. For Customers located in North and South America Customer Content at rest will be stored within the United States of America.

## 7. High Risk Use

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Customer acknowledges and agrees that (i) the Offering is 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

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Further details regarding applicable Third-Party Terms and options to receive OSS source code are available at the following page: <https://depot.emobility.io/assets/readme-oss.html>

## 9. Customer's Responsibilities

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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.

Where Customer connects or has connected any of its chargers and electric vehicles via remote connectivity to the infrastructure used by Siemens to provide the Offerings ("Customer's Assets"), Customer acknowledges the following: Customer is and remains at all times in control of and solely responsible for Customer's Assets and the condition and operation of the depot where Customer's Assets are located as well as for uploading Collected Data to DepotFinity and other

related infrastructure. The Offerings are not intended to substitute the proper surveillance of Customer's Assets by Customer.

Siemens recommends Customer to integrate the Offerings into a holistic, state-of-the-art industrial security concept. Customer shall ensure that any technical amendments and changes made in connection with the Offerings to Customer's Assets or to the technical environment on Customer's chargers and vehicles (including connectivity for remote access) are compatible with the IT security concept and individual security requirements of Customer.

Siemens recommends Customer to regularly create backup copies of all relevant data, in particular software, data contained in on-site equipment, it being understood that Customer remains solely responsible for the availability and recovery of any of its data.

For data processing Siemens depends on Customer's provision of correct Asset Data to Siemens. Customer shall notify Siemens immediately about (i) any changes to the Assets, (ii) connectivity disruptions or (iii) any other events which might affect the quality and the correctness of the Asset Data. Any such changes are to be addressed to: [support.emobility@siemens.cloud](mailto:support.emobility@siemens.cloud).

Reports, concepts, suggestions, and recommendations contained in the Offerings are created by Siemens based on experience and the Asset Data or other information provided by Customer. The interpretation, implementation and utilization of reports, concepts, suggestions, or recommendations from Siemens is the sole responsibility of Customer. Siemens does not assume any liability, warranty, or guarantee for the feasibility or usability of reports, concepts, suggestions, or recommendations, nor for actions or omissions based on the reports, concepts, proposals, or recommendations.

Customer's Asset Data will be deleted after an agreed time period to save unnecessary digital storage space dependent upon data volume and data ingestion rates. The types of data and corresponding time periods are set out in the Product Data Sheet.

## 10. Monitoring, Reporting

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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

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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 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 Report for Collected Data for Customer and its Affiliates, and (v) improving and/or expanding other service offerings and products of Siemens.

"Report for Collected Data" means an overview of Collected Data belonging to Customer and/or its Affiliates. Reports contain a one-time evaluation. The data contained is therefore only valid at the time of the evaluation. Siemens points out that the assessment bases and any forecasts contained in Reports can change at any time and depends on the input and/or configuration by the user. Customer's data input will determine the quality and performance of the Cloud Services.

## 12. Specific Terms for No-Charge Offerings

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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.

## 13. Changes to Supplemental Terms; Enhancement of Offerings

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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.

## 14. Notices

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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](mailto:support.emobility@siemens.cloud).

## 15. EU Data Act

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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.

## 16. Agreed Service Levels

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Siemens will use commercially reasonable efforts to make the Cloud Services available to Customer with an uptime of at least 95% during any monthly billing cycle, excluding downtime resulting directly or indirectly from any SLA Exclusions. "Availability" is defined as the ability of Customer to logon, access, and use the Cloud Services via user interface or API; it does not encompass other service operations, customer support services, or any external services.

## 17. Support

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Customer may contact Siemens' Technical Support organization as primary point of contact for support in relation to the Offering. All Support inquiries, information on the Offering and status updates of your opened tickets must be made through the [webform](#) or [portal](#) (if Customer is located in the United States of America).

Subject to availability, Siemens offers Customer support services via a service desk Monday to Friday, 9am to 6:00pm (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.

## 18. 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:

<b>Affiliate</b>	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.
<b>Authorized Agent</b>	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.
<b>Authorized User</b>	A (i) Customer’s employee, (ii) Customer’s Affiliate’s employee, or (iii) an Authorized Agent.  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.  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.
<b>Business Days</b>	Business Days are Monday to Friday except local and national holidays at the seat of Siemens.
<b>Charge Point</b>	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.

<b>Collected Data</b>	The following data collected by DepotFinity: 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.
<b>Depot Operations Data</b>	Any information: <ul style="list-style-type: none"> <li>(i) on depot characteristics (assets data) and depot processes, e.g., vehicle schedules, type of charging stations and related technical information, vehicle information,</li> <li>(ii) for service and maintenance, e.g., error codes, energy transferred, or</li> <li>(iii) for notification of depot personnel, e.g., email for service department.</li> </ul>
<b>Documentation</b>	The specifics of Offerings and Entitlements are described in the Documentation available at <a href="https://www.siemens.com/sifinity-tnc">https://www.siemens.com/sifinity-tnc</a> 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.
<b>End-Customer Contract</b>	A written contract between Customer or Customer's Affiliate as provider of End-Customer Services and an End-Customer.
<b>End-Customer Services</b>	Subject to compliance with the terms and conditions for End-Customer Services as stated in section 2, services provided by Customer to End-Customers which are based on the Cloud Services, including access and use the Cloud Services and corresponding Documentation by End-Customers as part of Customer's own services and products for End-Customer's internal use as end-user.
<b>Energy Systems Data</b>	Data such as power constraints for each charging station grouping as a function of time and energy costs as a function of time for each charging station grouping.
<b>High Risk System</b>	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.
<b>SLA Exclusions</b>	Unavailability or any other performance issue causing downtime of the Cloud Services as a result of: <ul style="list-style-type: none"> <li>(i) scheduled maintenance;</li> <li>(ii) downtime for which at least 24 hours prior notice is provided to Customer;</li> <li>(iii) factors outside Siemens' reasonable control;</li> <li>(iv) actions or inactions of Customer or any third party;</li> <li>(v) any equipment, software or other technology not provided by Siemens; or</li> <li>(vi) suspension or termination of Offerings in accordance with the Agreement.</li> </ul>
<b>Standard Terms and Conditions</b>	Either (a) the Universal Customer Agreement ("UCA"), located at <a href="https://www.siemens.com/cloud-terms">https://www.siemens.com/cloud-terms</a> , or (b) the Base Terms, located at <a href="https://www.siemens.com/terms-of-sale">https://www.siemens.com/terms-of-sale</a> , in each case as indicated in the Order.
<b>Territory</b>	The geographic area as specified in the Order, provided that Customer meets its obligations in the Agreement regarding compliance with export controls. If no geographic area is defined, the geographic area shall be the country in which the Customer entity named on the Order has its registered seat.