



SIFINITY FLEET AND SIFINITY CHARGE

Product Supplemental Terms

www.siemens.com/eMobility

SIEMENS

Sifinity Fleet and Sifinity Charge Product Supplemental Terms

Product description general

These Product Supplemental Terms for **Sifinity Fleet** and **Sifinity Charge** (“**Product Supplemental Terms**”) set out additional terms and conditions for the subscription to applications and Professional Services of **Sifinity Fleet** and **Sifinity Charge** as described in the Product Data Sheet (“**Sifinity Offerings**”) under the following link: www.siemens.com/sifinity-tnc and amend the Universal Customer Agreement (“**UCA**”) available at <https://www.siemens.com/cloud-terms> between Customer and Siemens. These Product Supplemental Terms form together with the UCA and other applicable Supplemental Terms the agreement between the parties (“**Agreement**”). **Sifinity Offerings constitute** Offerings within the meaning of the UCA.

General

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

- (i) Order
- (ii) Product Supplemental Terms
- (iii) UCA

Definitions Capitalized terms used herein have the meaning as defined elsewhere in the Agreement including the UCA and the Product Data Sheet.

The following additional definitions apply to these Product Specific Supplemental Terms:

Territory All countries released for sale of Sifinity Offerings as shown under the following link: www.siemens.com/eMobility in section ‘Sifinity Fleet and Sifinity Charge’.

Activated Charger A charger is deemed activated if the status “Active” is set in the Charger Portal.

Activated Driver A Driver is deemed activated if the Contract is approved in the Driver Portal.

Business Day Business Days are Monday to Friday except local and national holidays at the seat of the Parties.

Charger Portal Charger Portal is the application as described in the Product Data Sheet.

Contract The contract is the central data element in the system for an Activated Driver and/or Activated Charger. To this data element various information elements (e.g. Driver, vehicle; RFID-Card or charger) are associated in order to capture the relationship of the information.

Driver The Driver is an authorized user, whom the Customer granted the right to receive Sifinity Fleet and Sifinity Charge Services. The Driver needs to have a Contract in order to use the Sifinity Fleet and Sifinity Charge Services.

High Risk System High Risk System means 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.

OEM Contract OEM Contract means a written contract between Customer or Customer's Affiliate as provider of OEM Services and an OEM Customer.

OEM Services OEM Services means services provided by Customer or Customer's Affiliate to OEM Customers which are based on certain Offerings.

Use of Offering

Authorized Access and Use

Charger Portal

Notwithstanding Section 3.1 and 3.3 of the UCA and unless otherwise defined in the Entitlements, the Charger Portal may be accessed and used only by the number of users as defined in the Entitlement being either i) Customer's employee, ii) Authorized Agent or iii) Customer's Affiliate' employee (all "Authorized User") in the Territory for the Subscription Term, solely for Customer's internal use as end-user.

Customer or Customer's Affiliate may re-assign the right to access and use the Charger Portal between uniquely identified individual Authorized Users over time, but not so frequently as to enable sharing by multiple Authorized Users. Indirect use of the Charger Portal 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.

For the purpose of this clause, "Authorized Agent" means an individual who requires access to the Charger Portal 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 Charger Portal.

OEM-Model

If a module/part of the Offering is marked in the Product Data Sheet or Order Form as "OEM – capable", the following applies in addition: Customer shall have the non-transferable, non-sublicensable, time-limited and revocable right to permit the number of users of its customers as defined in the Entitlement ("OEM Customer") to access and use the Offering and corresponding Documentation as part of Customer's own services and products for OEM

internal use as end-user. For the avoidance of doubt: OEM Customer may not use the Offering including the corresponding Documentation and results (e.g. reports) generated with this Offering (in whole or in part) to provide services/products to third parties. Any use of the Offering by Customer as part of OEM Services is subject to compliance with the Specific Terms for Customer's OEM Services.

Specific Terms for Customer's OEM Services:

OEM Contracts. Customer's provision of OEM Services to OEM Customers requires an OEM Contract. Customer will ensure that the OEM Contracts are consistent with and no less protective of Siemens than the Agreement and will contain express provisions stating

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- (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 OEM Services should be directed,
 - (ii) that the contract is solely between Customer and the OEM Customer and not between Siemens and the OEM Customer,
 - (iii) that OEM Customer will comply at all times with applicable law and the Acceptable Use Policy available at <https://www.siemens.com/sw-terms/aup>,
 - (iv) that OEM Customer will comply with the stipulations in section 11 of the UCA “EXPORT CONTROL COMPLIANCE”,
 - (v) that Siemens is a third-party beneficiary to the OEM Contract, and
 - (vi) that the OEM Services are not designed to be used for operation of or within a High-Risk System if functioning of the High-Risk System is dependent on proper functioning of the OEM Services.
 - (vii) Customer will remain responsible for the enforceability and enforcement of OEM Contracts and their compliance with applicable law. Customer will immediately notify Siemens of any non-compliance by an OEM Customer or its users with the above provisions, as well as any related enforcement action Customer takes against an OEM Customer or its users.
 - (viii) Monta Services will be provided only subject to a separate agreement with OEM-Customer and Drivers of OEM-Customers

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

Documentation and results	Documentation and results (e.g. reports) generated with these Offerings (in whole or in part) may be used for internal purposes including OEM-Services.
Authorized Access and Use	Notwithstanding Section 3.1 and 3.3 of the UCA and unless otherwise defined in the Entitlements, the Driver Portal may be accessed and used only by Drivers with a Contract as defined in the

Driver Portal for Sifinity Fleet	Entitlement in the Territory for the Subscription Term, solely for Driver's internal use as end-user.
Entitlement	Different Subscription Packages of the Offering are available. 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 Form.
Data Use Rights	<p>In addition to the use rights defined in Section 6.2 of the UCA, 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 by using the digital services "Assets", "Life Cycle Check" and "Healthcheck" ("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.</p> <p>Company View for Collected Data means an overview of Collected Data belonging to Customer and/or its Affiliates.</p>
Data Privacy	For this Offering the Additional Data Privacy Terms Annex(es) (including list of Subprocessors) at Sifinity Onboarding will apply.
Data Location Center	Customer Content at rest will be stored within the European Union.
Documentation	<p>The specifics of Offerings and Entitlements are described in Product Data Sheet as part of the Documentation available at 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.</p>
Mobile App Sifinity Charge	Drivers will get access to the Sifinity Charge Mobile App ("Mobile App"). The Mobile App is available for selected countries in the respective app stores at separate terms and

Conditions. The Driver can receive charging and payment services via the Mobile App subject to a separate agreement (Mobile App T&Cs) and additional costs (if applicable) with Monta.

Specific Terms

Specific Terms for 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 using the Offering 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.

Additional Terms for Software and Professional Services Further details regarding applicable Third-Party Terms and options to receive OSS source code are available at the following page: <https://app.monta.app/static/hub-dependencies>

For On-Boarding service and other support and managed services ("Professional Services") the Professional Service Terms under www.siemens.com/sifinity-tnc apply additionally.

Specific Terms for Condition Monitoring 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"), the following applies: Customer acknowledges that Customer is and remains at all times in control of and solely responsible for Customer's Assets and the condition and operation of the facility where Customer's Assets are located as well as for uploading Collected Data to Sifinity Fleet and Sifinity Charge and other related infrastructure. The Services 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 facilities (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 sensors, (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: help.emobility.si@siemens.com.

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 the Customer. The interpretation, implementation and utilization of reports, concepts, suggestions, or recommendations from Siemens is the sole responsibility of the 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.

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 the Customer if the 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 the Customer's responsibility to check if such local restrictions or prohibitions apply and to use the Offering in compliance with applicable law.
Specific Terms for No- Charge Offerings	In addition to Section 3.6 of the UCA 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.
Specific Terms for Cooperation Offerings	Services which are outlined in the Documentation as "Monta Services" are provided directly by our partner Monta ApS, Strandboulevarden 122, 5, 2100 Copenhagen, Denmark ("Monta"). By accepting this Agreement, Customer also accepts that the Monta Services will be provided by our cooperation partner to Customer and Customer's Driver according to the following terms applicable at a time: https://app.monta.app/uk/terms-and-conditions .

Monta Services are subject to an additional fee as outlined in the Documentation under www.siemens.com/sifinity-tnc under section "Sifinity Fleet" and "Sifinity Charge" which the Customer agrees to pay to Siemens or to any person or legal entity appointed by Siemens. Siemens does not make any representations or warranty with respect to, neither assumes any liability for, such Monta Services.

<p>Specific Terms for changes to Supplemental Terms. Enhancement of Offerings</p>	<p>Siemens may only update these Product 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 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 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.</p>
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SUBSCRIPTION TERM/UPGRADES and DOWNGRADES

Subscription Term	<p>The regular Subscription Term for the Offering is 12 months, unless otherwise agreed in the order process. The Subscription Term is renewed automatically in accordance with Section 10.1 UCA.</p> <p>Monta Services have the same Subscription Term as the Offering and are terminated and prolonged accordingly.</p> <p>The Subscription Term for No-Charge Offerings is defined in the Order Form and will be 3 months in case of a missing date. The Order can be terminated at any time during this 3-month period. If not terminated, the 3-months Subscription Term is automatically transferred into a "standard" Subscription Term of 12 months.</p> <p>The Subscription Term starts with the handover of access credentials to Customer.</p>
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Change between packages (Upgrade / Downgrade)	<p>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/Professional, 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, 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"), e.g. from Professional to Advanced/Basic, can only be requested by the Customer prior to renewal of the Subscription Term in accordance with UCA Section 10.1 for the next following Subscription Term.</p>
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Cancellation of Single Contracts	<p>Contracts for chargers can be terminated via the Charger Portal. The cancellation for Charger Contracts shall become effective once the charger status is set "inactive" in the Charger Portal.</p> <p>Driver/Customer may cancel Driver Contracts within the Driver Portal at any time. The cancellation of Driver Contracts shall be effective at the end of the following month in which the cancellation was conducted.</p>
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PAYMENT TERMS

General	<p>The fees for the booked Subscription package including subscription fees, one-time fees, service fees for goods and services are invoiced on a monthly basis following the end of the month (see details in Product data sheet) and Order Form.</p> <p>Monta Services are subject to an additional fee as outlined in the Documentation under www.siemens.com/eMobility which the customer agrees to pay to Siemens or to any person or legal entity appointed by Siemens.</p>
Payment / Adoption of fees	<p>During a running Subscription Term, Siemens may conduct a change of fees or new fees ("Fee Change") due to and to the extent required to reflect: (i) changes in the quality or functionalities of the Offering; (ii) material changes in market conditions; (iii) general increases in wages or other employment costs; and/or (iv) changes in procurement costs due to price changes made by our suppliers, in each case to the extent that the changes affect Siemens' provision of the agreed Offering. Siemens will notify Customer of any Fee Change at least 90 days in advance of the effective date of the Fee Change. Customer may terminate the Order for the applicable Offering by providing Siemens with written notice within 30 days after Customer's receipt of notice of the Fee Change. In the event of such termination or discontinuation of the Offering, Siemens will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering.</p>
Agreed Service Level	<p>Siemens will use commercially reasonable efforts to make the Charger Portal, Driver Portal and Mobile App available with uptime percentage 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 Customers to access and use the core functionalities of the Charger, Driver Portal and Mobiles, which includes application accessibility, charging session management, payment and account management. It does not encompass other service operations, customer support services, or any external services.</p>
Service Level Exclusions ("SLA Exclusions").	<p>Service level commitments exclude downtime resulting directly or indirectly from any SLA Exclusions. "SLA Exclusions" means unavailability</p>

or any other performance issue causing downtime of the Cloud Services as a result of:

- (i) Maintenance: Scheduled or emergency maintenance and upgrades
- (ii) downtime for which at least 24 hours prior notice is provided to Customer;
- (iii) caused by factors outside Siemens reasonable control, including any force majeure event or internet access or related problems beyond Siemens technology and/or software;
- (iv) actions or inactions of Customer or any third party;
- (v) any equipment, software or other technology of Siemens subsuppliers or otherwise not provided by Siemens; or
- (vi) suspension or termination of Offerings in accordance with the Agreement.

Remedies
for not meeting
Service Level.

Customer must submit to Siemens a support case within 30 days after the end of each relevant Month in which Siemens did not meet the Monthly Uptime Percentage. Any claims not submitted by Customer within the specified period may be denied by Siemens, and Siemens will have no further obligation to Customer with respect to such failure to meet the Monthly Uptime Percentage. If Siemens is unable to meet the Monthly Uptime Percentage for Cloud Services contained in the same Offering three or more times in a calendar year, then Customer will have the right to terminate the Order for the non-conforming Offering. In the event of such termination, Siemens will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The remedies provided in this section will be Customer's sole and exclusive remedies with respect to availability of the Cloud Services.

Support

Contact	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 products and status updates of your opened tickets must be made through help.emobility.si@siemens.com or the phone support number (provided per country by Siemens).
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Scope of Technical Support	<p>Subject to availability Siemens offers Customer support services via a service desk Monday to Friday, 9am to 6:00pm (CET, CEST) on Business Days.</p> <p>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:</p>
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- 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.

Additionally, Siemens may provide an Emergency phone number for major system incidents for customers upon request.

Customer's Responsibilities

Legal and regulatory requirements	Siemens does not provide any advice or any guarantees regarding regulatory and legal admissibility and implications (e.g. tax, data protection, involvement of worker's counsel) in connection with our Offering. Customer obtains any legal or regulatory consultation regarding regulatory or legal implications for your individual specific usage of the Offering at its own discretion and costs and will also inform its Drivers about any implications on its own responsibility.
Responsibility of Charge Point Operator	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 solely responsible for checking regularly that the charging infrastructure is in a safe and cybersecure condition.
Accurate and up-to-date data	Billing and refunds are generated based on the current data made available in the Driver Portal and/or Charging Portal. Siemens assumes no liability for incorrect billing and refunds resulting from outdated or incorrect information provided by Customers and/or Drivers. Subsequent corrections are not available by the system. It is Customer's responsibility to conclude a correspondent agreement with its employees.
Prerequisites	The provision of the Offering is subject to the fulfillment of the prerequisites by the Customer as defined in the Product Data Sheet. Siemens does not assume any liability resulting out of or relating to any non-conformance of prerequisites.

Export Control Regulations of the products in the Offering

AL	N (all products)
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Siemens eMobility

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