



SUPPLEMENTAL TERMS FOR DEPOTFINITY

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VERSION 1.0

Supplemental Terms for DepotFinity

These Supplemental Terms for **DepotFinity** (“**Product-Specific Supplemental Terms**”) set out additional terms and conditions for the subscription to **DepotFinity** as described in the technical documentation (“**Product Sheet**”) under the following link <https://siemens.com/depotfinity/terms> and amend the Universal Customer Agreement (“**UCA**”) between Customer and Siemens. These Product-Specific Supplemental Terms form together with the UCA the agreement between the parties (“**Agreement**”). **DepotFinity** constitutes an Offering within the meaning of the UCA.

1. GENERAL

1.1. 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-Specific Supplemental Terms
- (iii) UCA

1.2. Definitions

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

“Affiliate” means 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 User” means authorized user as described in Section 2.1 of this Product-Specific Supplemental Terms. 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 identification may not be shared with other individuals.

“Collected Data” means 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.

- “Depot Operations Data” means
- (i) any information on depot characteristics (assets data) and depot processes, e.g., vehicle schedules, type of charging stations and related technical information, vehicle information,
 - (ii) any information for service and maintenance e.g., error codes, energy transferred,
 - (iii) any information for notification of depot personnel e.g., email for service department.

“Energy System Data” means 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.

“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” means a written contract between Customer as provider of OEM Services and an OEM Customer.

“OEM Services” means services provided by Customer to OEM Customers which are based on certain Offerings.

“Territory” means 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 Siemens entity named on the Order has its registered seat.

2. USE OF OFFERINGS

2.1. Authorized Access and Use

Notwithstanding Section 3.1 and 3.3 of the UCA and unless otherwise defined in the Entitlements each Offering may be accessed and used only by the number of users as defined in the Entitlement being either Customer’s employees or service provider authorized by the Customer to act on behalf of Customer (“Authorized User”) in the Territory for the Subscription Term. Customer may re-assign the right to access and use the Offering between uniquely identified individual Authorized Users over time, but not so frequently as to enable sharing by multiple Authorized Users. Indirect use of an Offering via hardware or software used by Authorized User does not reduce the number of Authorized Users rights that Customer needs to acquire.

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 Customer’s 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 a 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

- (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.

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.

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.

2.2. Entitlement

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 points	6 users
3 onboarded charge points	9 users
...	

2.3. Changes to Supplemental Terms. Enhancement of Offerings

Siemens may only update these Product-Specific 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.
- (iii) The foregoing shall not limit Siemens' ability to make changes to these Product-Specific Supplemental Terms
- (iv) to comply with applicable law,
- (v) address a material security risk,
- (vi) to reflect changes made to the Offering in accordance with any change provision in the Agreement, or
- (vii) 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 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.

2.4. 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.

2.5. Data Use Rights

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 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. A customer's data input will determine the quality and performance of the Cloud Services.

2.6. Data Location Center

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.

2.7. Notices

Notwithstanding Section 13.7 of the UCA, notices to Siemens shall be sent to support.emobility@siemens.com

2.8. Documentation

The specifics of Offerings and Entitlements are described in the Product Sheet as technical documentation available at <https://siemens.com/depotfinity/terms> which is incorporated herein by reference. Product Sheet 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.

2.9. Additional Terms for Software

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>

2.10. IT-Security

Unless otherwise stipulated in the Documentation, the following shall apply regarding security: Siemens maintains a formal security program that is designed to protect against threats or hazards to the security of Customer Content. Providers of Siemens' cloud infrastructure are required to (i) implement and maintain a security program that complies, inter alia, with ISO 27001 or a successor standard (if any) that is substantially equivalent to ISO 27001 and that is designed to provide at least the same risk management and security controls as evidenced by the certification of the providers under ISO 27001 and (ii) have the adequacy of their security measures annually verified by independent auditors. Siemens' cloud infrastructure (i) employs firewalls, anti-malware, intrusion detection/prevention systems (IDS/IPS), and corresponding management processes designed to protect service delivery from malware and (ii) is operated under a security governance model aligned with ISO 27001. This Section contains Siemens' entire obligation regarding the security of Customer Content and the cloud infrastructure for the Offering.

2.11. Customer as responsible 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.

2.12. Specific Terms for Customer Assets connected to Siemens infrastructure

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 (the Customer's Assets). Customer acknowledges that Customer is and remains at all times in control of and solely responsible for the Customer's Assets and the condition and operation of the depot where the Customer's Assets are located as well as for uploading Collected Data to **DepotFinity** and other related infrastructure. The Services are not intended to substitute the proper surveillance of the 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 the 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.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.

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 for deletion are as follows:

- (i) Charging data records are held for the duration of the Subscription Term (and any automatic renewal).
- (ii) Charger time series data (e.g., logs, errors) are deleted after 3 months.
- (iii) EV time series data are deleted after 3 months.

2.13. 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 Customer's use of any No-Charge Offering is at its sole risk and discretion.

3. SUBSCRIPTION TERMS/RENEWALS

3.1. Subscription Term.

The Subscription Term for the Offering is 12 months.

The Subscription Term is renewed automatically in accordance with Section 10.1 UCA.

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 "normal" Subscription Term of 12 months.

3.2. Change between packages (Upgrade / Downgrade)

Upon Customer's request, Siemens may adapt the selected subscription package. Any change to a higher-value subscription package ("Upgrade"), e.g., from "Connect" to "Connect & Control," 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 Connect & Control" to "Connect," 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.

3.3. Payment of fees and adaptations to fees

The customer agrees to pay the fees to Siemens or to any person or legal entity appointed by Siemens. 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 Cloud Services; (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 Cloud Services. 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 Cloud Services, 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.

4. SUPPORT AND SERVICE LEVELS

4.1. Service Level and Remedies

4.1.1. Agreed Service Level.

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.

4.1.2. Service Level Exclusions ("SLA Exclusions").

Service level commitments exclude downtime resulting directly or indirectly from any SLA Exclusions. SLA Exclusions" means unavailability or any other performance issue causing downtime of the Cloud Services as a result of:

- (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

4.2 Contacting Technical Support

4.1.3. Contact.

Customers may contact Siemens' Technical Support organization as the primary point of contact for support in relation to the Offering. All Support inquiries must be made through: support.emobility@siemens.com

4.1.4. Scope of Technical Support.

Subject to availability Siemens offers Customer support services via a service desk, available 24 hours a day, 7 days a week. Siemens will respond to Customer's support inquiry at Siemens' sole discretion via e-mail, hotline or remotely as described in this clause. The customer must ensure remote access to its local networks, for e.g., remote diagnoses. 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:

- (i) 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);
- (ii) incidents ascribed to a consulting or training request ("how-to"). These are covered by the online user documentation;
- (iii) incidents ascribed to a custom development request.

The Technical 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.