

Special Terms and Conditions Software Services of Compleo Charging Software GmbH (Status 08/2023)

1. Scope and Object of Contract

1.1 For provisions of Software-Services for the intended use of Compleo Hardware for charging e-mobility vehicles (hereinafter referred to as „Software-Services“) by Compleo Charging Software GmbH, Ezzestraße 8, 44379 Dortmund (hereinafter referred to as “Compleo”), to B2B customers within the meaning of sec. 310 para. 1 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), i.e. an entrepreneur, a legal entity under public law or a special fund under public law (hereinafter referred to as “Customer(s)”) and the fulfilment of such performances shall be subject to the General Terms and Conditions for delivery (hereinafter referred to as “General Terms and Conditions”) as well as the following Special Terms and Conditions Software Services. If, however, there should be deviations between the General Terms and Conditions in relation to the purchase of Hardware, the corresponding provisions of these Special Terms and Conditions shall take precedence. However, should there with regard to installation, provision and/or operation of Software-Services be any discrepancies between the General Terms and Conditions and this Special Terms and Conditions, the corresponding provisions of this Special Terms and Conditions shall prevail.

1.2 The object of these Special Terms and Conditions Software Services is to set special rules for the installation, provision and operation of Software-Services by Compleo to/for the Customer. Under the terms of these Special Terms and Conditions Software Services, Compleo provides the Customer with Software-Services together with installation and usage instructions. Performance descriptions for Hardware made available to the Customer by Compleo on the basis of these Special Terms and Conditions are available for retrieval by the Customer on the following webpage:

<https://www.compleo-charging.com/produkte/document-center>

1.3 Type and quantity of the Software-Services ordered by the Customer and which Compleo makes available to the Customer under these terms and conditions, can only be found in the individual Written Offer to which these Special Terms and Conditions Software Services are attached.

1.4 When providing the Customer with Products or Services under this Special Terms and Conditions, Compleo will comply with the service levels relevant for these Products or Services, which can be found in the Compleo Service Level Agreement valid at the time of the conclusion of this agreement. Compleo will make the valid version of this Service Level Agreement available for retrieval by the Customer on the webpage specified above.

2. Provision of Software-Services

2.1 Under the terms of this Special Terms and Conditions the Software-Services will be made available to the Customer. The software will be made available to the Customer as a Software-as-a-Service, whereby the Customer accesses the individual functionalities by use of an online remote access via the corresponding application (re eOperate the so-called “eOperate Portal”), without the need for a separate installation of Client Software.

2.2 Compleo may at any time offer new functionalities for the Software-Services or discontinue the offer of previously offered functionalities in whole or in part, in accordance with the provision of clause 3.3 of the General Terms and Conditions.

2.3 With regard to all Software Services provided under this Agreement, Compleo grants the Customer for the term of this Agreement (a) the non-exclusive, non-sublicensable, non-transferable and limited right of access to the Software-Services provided under the individual Written Offer, but without the

- right to pass on this right of access to third parties, unless otherwise expressly provided for in this Special Terms and Conditions (the provisions of clause 4.2 are expressly referred to) and (b) the right to access and use the related documentation to the extent necessary to exercise the rights granted hereunder.
- 2.4 In addition to the access rights granted under clause 2.3 for all Software-Services provided under the individual Written Offer, Compleo grants the Customer with regard to such Software-Services that constitute Software Interfaces for the term of this Agreement (a) the non-exclusive, non-sublicensable, non-transferable and limited right to integrate the functionalities and data obtained via the Software Interfaces provided under the individual Written Offer into IT-based applications offered and operated by the Customer itself, but without the right to pass on this right of use to third parties, unless otherwise expressly provided for in this Special Terms and Conditions and (b) the right to make the functionalities and data obtained from the Software Interfaces accessible to third parties (as users) within the scope of the IT-based applications offered and operated by the Customer itself (the provisions of clause 4.3 are expressly referred to). It is pointed out that the data provided via the Software Interfaces may contain third-party content which may be protected by copyright. Compleo checks these third party contents randomly and removes known illegal third party contents from the data provided via the Software Interfaces. However, regardless of this, the responsibility for the provided third party content lies exclusively with the respective third party, unless Compleo has explicitly adopted the third party content as its own.
- 2.5 In this context, it is expressly clarified that the Customer may exercise the rights granted under the individual Written Offer only to the extent ordered and in compliance with the provisions of the General Terms and Conditions, this Special Terms and Conditions and the applicable law (in particular with regard to the statutory data protection provisions and those data protection provisions agreed in this Agreement). The Customer does not receive and is not granted any title or right to the intellectual property rights relevant to the provision of the Software-Services including any copies thereof, unless otherwise expressly set out in this Special Terms and Conditions.
- 3. Activation of Software-Services**
Compleo will provide the relevant Software-Services, as specified in the individual Written Offer, within four (4) weeks, provided that the Customer provides the necessary cooperation as described in this Agreement and the relevant performance descriptions.
- 4. Further obligations of the Customer**
4.1 Compleo will only be able to provide the full functionality of the Software-Services offered under an individual Written Offer if the Customer procures that the charging points intended for the use of Software-Services are assembled, commissioned and ready for use in accordance with the specifications in the relevant performance description valid at the time of activation.
4.2 The Customer shall procure that only users authorized by the Customer have access to the Software-Services provided under any individual Written Offer. In this regard, the Customer is responsible for compliance of users authorized by it with the terms and conditions of this Agreement pursuant to clause 4 of the General Terms and Conditions. If it comes to Customer's attention that third parties which are not authorized by the Customer can access the data or the Software-Services, the Customer shall (i) notify Compleo without undue delay (unverzüglich) and (ii) prevent the corresponding access to the extent possible. Further claims remain unaffected.
4.3 The Customer is responsible for ensuring that within the form of use and integration of the functionalities and data obtained via the Software Interfaces, in accordance with clause 2.4, the applicable law is also observed by the users of the IT-based applications offered and operated by the Customer.
- 5. Prices and Payment**
5.1 The prices for the Software Services offered under these conditions can be found on the individual Written Offer.
5.2 Payments shall be made in accordance with the terms of payment of the General Terms and Conditions.
- 6. Data Protection**

- 6.1 The collection, processing and use of personal data takes place within the framework of an order procession (Auftragsverarbeitung) within the meaning of Art. 4 No. 8 and 28 GDPR. The requirements for controller and processor pursuant to Art. 4 No. 8 and 28 GDPR are laid down in the "Contract on the processing of personal data" and its Appendices 1+2. These regulations are attached as Annex.
- 6.2 The Charging Data shall be anonymized by Compleo and stored for a period of ten (10) years. Compleo may use this billing data for business or marketing purposes.

7. Termination of the Agreement

- 7.1 The Software-Services specified in the individual Written Offer are initially provided for a period of at least three (3) years from the effective date of the agreement, by acceptance of the Written by the Customer. After expiration of this Initial Term, the provision shall continue until termination by one of the parties and may be terminated by either party with written notice and six (6) months' notice with effect from the end of each calendar year.
- 7.2 The right of the parties to terminate the agreement pursuant to sec. 314 BGB remains unaffected.
- 7.3 In the event of termination of this agreement, the parties agree that (a) the Customer shall return to Compleo all copies of data relating to the Software-Services and the related documentation and delete all data relating to the Software-Services, the related documentation and other Compleo materials, located on the systems of the Customer, and ensure that all users authorized by the Customer also return such copies to Compleo and delete such data, (b) the Customer shall without undue delay cease any use of the Software-Services and/or the related documentation and ensure that all users authorized by the Customer also cease such use, (c) the Customer removes the sticker on which the Compleo hotline is visible on the affected charging stations, and (d) Compleo, at the request of the Customer, shall make all Charging Data available to the Customer in a market standard format for 90 days upon termination.

8. Annexes

This agreement includes the following Annexes, which form an integral part of this agreement:

- Annex: Contract on the processing of personal data and its Appendices 1+2