



## ABB E-MOBILITY'S DIGITAL SERVICES GENERAL TERMS AND CONDITIONS

### 1. PARTIES AND SCOPE

These Digital Services General Terms & Conditions for ABB E-mobility Digital Services ("DSGTC") govern the access to and use of each Digital Service subject to a Subscription under an Order between the Customer and ABB E-mobility (and any other access or use expressly contemplated by these DSGTC). These DSGTC together with the applicable Order and any applicable Special Terms and Conditions ("STC"), constitute the agreement entered into between the Customer and ABB E-mobility with respect to such access to, use of and Subscription to the Digital Service. Please take the time to read these DSGTC. Nothing set out in these DSGTC affects or reduces the statutory rights and remedies under applicable consumer protection laws that, by law, may not be altered or reduced.

### 2. DEFINITIONS

In addition to terms defined elsewhere in these DSGTC the following definitions apply throughout these DSGTC:

- **ABB E-mobility** means ABB E-mobility B.V., a company incorporated in the Netherlands, whose registered office is at Heertjeslaan 6, 2629JG Delft, the Netherlands, and its Affiliates.
- **ABB E-mobility Device** means a product that is a physical device provided or otherwise made available, wholly owned, or branded by ABB E-mobility which generates or gathers data through embedded sensors or otherwise, where such data is accessed, stored, or processed by the Digital Service.
- **ABB E-mobility Generated Data** means ABB E-mobility Software, ABB E-mobility's Intellectual Property, ABB E-mobility's Confidential Information relating to the operation and working of an ABB E-mobility Device or EV Charging Station (for example device diagnostics and device health data generated or gathered whether automatically or not) and any data in whatever form generated or created by ABB E-mobility in connection with the Agreement and the Customer's or its Authorized User's use of the Digital Service, an ABB E-mobility Device, or an EV Charging Station.
- **ABB E-mobility Software** means all computer programs (which may include mobile and web applications) provided (or given access to) by ABB E-mobility as part of or in connection with the Digital Service, including any modifications, updates, upgrades, new versions or releases and derivative works to any of the foregoing as well as any related documentation, but excluding Third Party Software.
- **Account** means the registration of Customer (or Authorized User) on the Digital Service, which is accessible by Customer and the Authorized Users with the Logon Details.
- **Affiliate** means any entity which directly or indirectly controls, is controlled by, or is under common control with a party, by virtue of holding a controlling interest of 50% or more of the voting rights or the capital, or by means of controlling the constitution of the board and the voting at board meetings.
- **Annex** means any annex, appendix or other attachment that may be attached to an Order forming a part thereof.
- **Authorized Users** means (i) employees of the Customer who are legitimately authorized by the Customer (via the Customer's Account) to access and use the Digital Service for the Customer's internal business purposes and/or (ii) any natural person or legal entity legitimately authorized by the Customer or ABB E-mobility to access and use the Digital Service in accordance with these DSGTC.
- **Complimentary Access** means any initial temporary access granted by ABB E-mobility to the Customer to access and use the Digital Service for the duration of a Complimentary Access Period either temporarily for free of charge or at a reduced Fee, as further specified in clause 5 of these DSGTC (Pilot Digital Services and Complimentary Access).
- **Complimentary Access Period** means any period, either determined by ABB E-mobility or mutually agreed in writing by ABB E-mobility and the Customer, commencing on the Effective Date, during which the Customer may make use of the Complimentary Access.
- **Confidential Information** means all know-how, data and other information that is either marked or identified as confidential or which a reasonable person would understand to be confidential or proprietary.
- **Customer** means the natural person or legal entity that holds a Subscription to a Digital Service pursuant to the Order.
- **Customer Data** means any data made available by Customer or any Authorized User to ABB E-mobility in connection with the Digital Service to the extent it is stored in such Digital Services.
- **Digital Service** means each online or other connected service made available by ABB E-mobility by electronic means to the Customer and its Authorized Users, including, but not limited to, web and mobile applications, platforms, cloud infrastructure, Portals, connected services, ABB E-mobility Software and ABB E-mobility Software supplied as part of EV Charging Stations and/or ABB E-mobility Device.
- **Documentation** means the technical or supporting documentation provided with or made available to the Customer in relation to the Digital Service.
- **Effective Date** means the date on which the Digital Service is first accessed by the Customer or an Authorized User, or: the effective date of an applicable Order, whichever is earlier.
- **EV Charging Station** means an electric vehicle charging station manufactured by ABB E-mobility or purchased from ABB E-mobility consisting of hardware, an operating system, software, and firmware associated therewith.

- **External Content** means any third-party websites, app stores or any other material, information, software, applications, opinions, or other content provided by third parties, including on the internet, which is accessible from any Digital Service.
- **Fee** means any fees payable by Customer specifically for the use of the Digital Service during the Term pursuant to the terms of an applicable Order.
- **Logon Details** means any combination of information used to gain access to a Digital Service, including, without limitation, Customer and Authorized User identifiers, passwords, and other access credentials (such as API keys, authentication tokens and two-factor authentication codes).
- **Order** means any quote, receipt, information page, sales agreement, subscription agreement, service level agreement, purchase order or other mutually agreed upon form of invoice or order acknowledgment in electronic or physical form that relates to the Subscription and includes any Annexes thereto.
- **Pilot Agreement** means the written agreement entered into between the Customer and ABB E-mobility under which any Pilot Digital Service is provided by ABB E-mobility to the Customer.
- **Pilot Digital Service** means any Digital Service that is in a pilot, trial, test, evaluation, alpha or beta stage and is made available by ABB E-mobility under a Pilot Agreement.
- **Portal** means an online portal or platform provided by ABB E-mobility and accessible by the Customer and its Authorized Users at the web address notified by ABB E-mobility (or such other web address as may be notified to the Customer and its Authorized Users by ABB E-mobility from time to time).
- **Release** means a modified (a limited improvement or extension of the existing functionality has taken place) or successive (largely new or modified functionalities, made available under their original name or a new name) version of (certain parts or functionalities of) the Digital Service.
- **Subscription** means the right granted by ABB E-mobility to the Customer and its Authorized Users to access and use the Digital Service subject to compliance with these DSGTCs and timely payment of Fees (as and if applicable) for the duration of the Term.
- **Term** means the period specified on the Order during which the Customer has a Subscription to the Digital Service specified in the Order or in the event there is no Order, the period during which ABB E-mobility makes a Subscription available to the Customer or its Authorized Users at ABB E-mobility's discretion. Term shall also include any renewal periods agreed in writing between the Customer and ABB E-mobility. In the event the Term expires but Customer or any of its Authorized Users continues to access the Digital Service, such use shall be governed as set out in these DSGTC.
- **Third Party Software** means any computer program (which may include mobile applications), including proprietary, freeware and open source software, that is either (i) identified in an Order as Third Party Software for use as part of the Digital Service under separate terms and conditions, or (ii) licensed by the Customer from third parties for use with the Digital Service.

### 3. USE RIGHTS AND OBLIGATIONS

- 3.1. Subject to the terms of these DSGTC (including the payment of applicable Fees), ABB E-mobility grants the Customer, and the Customer hereby accepts, a non-exclusive, non-transferable, revocable, without the right to sublicense, right (i) to access and use the Digital Service and (ii) to allow its Authorized Users to access and use the Digital Service during the Term, subject to the terms and conditions set out in these DSGTC and the Order for the Customer's and its Authorized Users:
  - 3.1.1. management of its EV Charging Stations;
  - 3.1.2. internal business operations; and
  - 3.1.3. management of its own customers' EV Charging Stations.
- 3.2. All rights not expressly granted to the Customer and its Authorized Users herein are expressly reserved by ABB E-mobility.
- 3.3. The Customer and/or its Authorized Users may need to register for an Account prior to obtaining access to or using the Digital Service or a Release. The Customer and each Authorized User shall ensure that:
  - 3.3.1. all information and Customer Data submitted and used in relation to the Account is and remains accurate, current, and complete, and does not infringe any third-party rights, and that ABB E-mobility is notified in time of any changes or suspicions of infringement of any third-party rights;
  - 3.3.2. Logon Details remain confidential;
  - 3.3.3. ABB E-mobility can lawfully receive, process, and use Customer Data provided by the Customer or such Authorized User to ABB E-mobility;
  - 3.3.4. its Authorized Users read and accept these DSGTC;
  - 3.3.5. ABB E-mobility is immediately informed of any actual or suspected security incidents in relation to (any part of) the Digital Service, including without limitation fraud with Logon Details, and/or (suspicions of) incidents that may have an impact on ABB E-mobility or the Digital Service, including without limitation to

- trade secret leakage or (allegations of) infringement of intellectual property rights; and
- 3.3.6. any instructions from ABB E-mobility in relation to the use of the Digital Service, Account or Logon Details are complied with within the timeframes provided by ABB E-mobility, in relation to preventing, mitigating, or investigating security matters and related incidents.
- 3.4. The Customer and its Authorized Users shall be solely responsible to provide and continuously ensure a secure connection between the Digital Service and the Customer's or Authorizer User's network or any other network (as the case may be). The Customer shall establish and maintain any appropriate measures (such as, but not limited to, the installation of firewalls, application of authentication measures, encryption of data, installation of anti-virus programs, etc.) to protect its computer systems, networks, and interfaces against any kind of security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information. ABB E-mobility and its Affiliates are not liable for damages and/or losses related to such security breaches, any unauthorized access, interference, intrusion, leakage and/or theft of data or information.
- 3.5. During the Term, the Customer may provide ABB E-mobility with feedback or suggestions related to the Digital Service. ABB E-mobility is entitled to use such feedback and suggestions, even if it should be marked confidential, without any restrictions and without any compensation to the Customer or any third party.
- 3.6. The Customer agrees and warrants that the Customer's and each Authorized User's use of the Digital Service will be in accordance with these DSGTC and all applicable laws and regulations. Neither the Customer nor any Authorized User shall do, attempt to do, or assist, allow, or permit any third party to do any of the following:
- (i) make the Digital Service available to anyone other than the Authorized User(s);
  - (ii) sell, resell, license, sublicense, rent, lease, transfer, assign, distribute, display, broadcast, disclose, or otherwise commercially exploit (any part of) the Digital Service;
  - (iii) modify, tamper with, repair or make derivative works based upon the Digital Service;
  - (iv) conduct any form of security audits in relation to the Digital Service without ABB E-mobility's prior written authorization, including but not limited to penetration testing, vulnerability scanning, network probing, or any attempt to breach the security measures of (any part of) the Digital Service;
  - (v) copy any ideas, features, functions, or graphics of (any part of) the Digital Service;
  - (vi) copy, modify, reproduce, publish, reverse engineer, attempt to derive the source code of, modify, disassemble, decompile, or create derivative works of (any part of) the Digital Service;
  - (vii) store or transmit malicious code or other files that may affect the operation of (any part of) the Digital Service;
  - (viii) remove, obscure, alter, or move ABB E-mobility's and licensors' proprietary notices;
  - (ix) abuse or fraudulently or unlawfully use (any part of) the Digital Service, including without limitation to infringe the rights and interests of third parties;
  - (x) knowingly store, publish, disseminate, distribute, or transmit via the Digital Service any material which is unlawful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - (xi) access or modify an EV Charging Station that it does not own nor request, view, receive, store or process EV Charging Station data it does not own, unless: (a) the Customer has express written consent to do so from the owner of the EV Charging Station data and (b) the Customer has provided any and all notices to the owner of the EV Charging Station; or
  - (xii) use all or any part of the Digital Service and Documentation in order to build a product or service which competes with Digital Service.
- 3.7. The Customer shall be liable to ABB E-mobility for all acts and omissions of any person accessing the Digital Service using the Customer's or its Authorized Users' access credentials, regardless of whether that person is an Authorized User.
- 3.8. The Customer agrees that ABB E-mobility shall be entitled to monitor the Customer's and any Authorized User's usage of any part of the Digital Service and compliance with these DSGTC.
- 3.9. The Customer agrees to immediately notify ABB E-mobility in writing of any (alleged) defects or errors in a Digital Service in reasonable detail allowing ABB E-mobility to investigate the defect or error. The Customer agrees to provide ABB E-mobility with commercially reasonable support to investigate and mitigate defects or errors upon request of ABB E-mobility.

- 3.10 The Customer agrees that ABB E-mobility may, without any liability in this regard, suspend the Account and/or access to (a part of) the Digital Service or remove Customer Data in whole or in part if ABB E-mobility determines that: (i) the Customer and/or any Authorized User has breached any of its obligations (including late payment of any Fee) under these DSGTC; or (ii) suspension is necessary to prevent harm or liability to other clients or third parties, or (iii) such suspension is reasonably required to preserve the security, stability, availability or integrity of (a part of) the Digital Service. Any suspension of an Account and/or access to (a part of) the Digital Service does not affect the Customer's payments obligations for its Subscription and the Customer agrees that it will remain responsible for payment of any Fees during any suspension period until the end of the Term, regardless of whether the Customer and/or its Authorized Users are able to access or use the Digital Service. Unless an immediate suspension is required or deemed appropriate by ABB E-mobility, ABB E-mobility will use commercially reasonable efforts to give the Customer at least seven (7) days' prior written notice before suspending the Account and/or access to (a part of) the Digital Service or removing Customer Data in whole or in part.

Any Authorized User's use of the Digital Service may require the Customer to establish an Account for such Authorized User on the Portal. For purposes of administrating the Account, the Customer may be required to provide contact information (for example name, business telephone number, address, email address and user IDs) and other information as provided on the Portal. The Customer is responsible for the accuracy and completeness of this information and for any and all activities that occur under an Account that is attributable to the Customer (including, for the avoidance of doubt, activities by third party Users). The Customer will ensure that (i) Logon Details that are allocated to a specified Authorized User are only used by such Authorized User; and (ii) the Account is only used in relation to the Digital Service and in such a way so as not to impair or compromise the stability or security of the Digital Service.

#### 4. FUNCTIONALITIES, CHANGES AND UPDATES TO DIGITAL SERVICE

- 4.1. ABB E-mobility may provide, remotely install, or otherwise make available updates or upgrades to the Digital Service and issue a Release as and when ABB E-mobility deems necessary. ABB E-mobility may remotely install or push such updates, upgrades, or Releases with or without prior notice. Notwithstanding the foregoing, except to the extent specifically set out otherwise in the Order or STC, ABB E-mobility is not obliged to provide any updates or upgrades to the ABB E-mobility Software.
- 4.2. If the Customer and/or an Authorized User does not install or does not allow ABB E-mobility to install, any update, upgrade or Release that ABB E-mobility provides or otherwise makes available, the Customer and Authorized Users acknowledge that the Digital Service may malfunction, be interrupted, be unavailable or otherwise not meet the specifications of the Digital Service. Furthermore, ABB E-mobility shall not be liable to the Customer and/or any Authorized User, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising in connection with the Customer's or an Authorized User's failure to install or allow for the installation of any updates, upgrades or Releases provided or made available by ABB E-mobility.
- 4.3. ABB E-mobility may from time to time during the Term make changes to the Digital Service that do not materially adversely affect the nature, quality, or security of the Digital Service. ABB E-mobility also reserves the right to change the Digital Service, even if such changes materially adversely affect the nature, quality or security of the Digital Service, or discontinue (any part of) the Digital Service and/or the provision of the Digital Service if such change is required or advisable to comply with (i) legislation, regulations or directives, (ii) safety or information security requirements, (iii) binding court orders or judgments, or (iv) industry regulations, codes, policies or standards.
- 4.4. ABB E-mobility will notify the Customer of changes to the Digital Service that, in its opinion, may have a material adverse effect on the Digital Service or the use thereof or that may result in the material discontinuation of (a part of) the Digital Service. Following such notification, In such an event, the Customer may terminate the Subscription to the affected Digital Service within thirty (30) days following notification by giving thirty (30) days' prior written notice of termination to ABB E-mobility and ABB E-mobility will refund the Customer any prepaid amounts actually paid to ABB E-mobility for the Digital Service on a pro-rata basis for the remainder of the Term. Such refund is the Customer's sole and exclusive remedy. By continuing to use the Digital Service following such change notification and the 30-day termination notification period thereafter, the Customer will be deemed for all intents and purposes to have agreed to the respective change(s).

#### 5. PILOT DIGITAL SERVICES, COMPLIMENTARY ACCESS

- 5.1. Any access and use of any Pilot Digital Service by the Customer and/or any Authorized Users or any Complimentary Access provided thereto shall be governed by the relevant Pilot Agreement or Complimentary Access agreement, unless (i) otherwise agreed by the parties in writing, or (ii) there is no such agreement, then

these DSGTC shall govern the Pilot Digital Service or Complimentary Access.

5.2. The Customer agrees that if the Customer or any Authorized User uses Pilot Digital Service such usage is solely under its own risk and responsibility unless otherwise agreed in writing by ABB E-mobility. The Customer agrees that Pilot Digital Service are offered "as is" and without any warranties and may not have been fully tested or verified, which includes without limitation that these may substantially change, be suspended or become unavailable without prior notice, may (permanently) negatively affect the Customer's systems and Pilot Digital Service it uses, may not meet industry practice security standards and may, therefore, negatively affect the Customer's internal procedures and business operations or impair the functionalities of systems or devices. In any event, the Customer may use the Pilot Digital Service only for internal use for the purpose of reviewing, evaluating, and testing the Pilot Digital Service. The Customer agrees that if the Customer or any Authorized User uses Complimentary Access, Customer agrees that such Complimentary Access is offered "as is" and without any warranties, may be suspended or become unavailable without prior notice and may, therefore, negatively affect the Customer's internal procedures and business operations. ABB E-mobility may, in its sole discretion at any time from time to time, and with or without notice, (i) modify the Pilot Digital Service, Complimentary Access, or features of the Pilot Digital Service or Complimentary Access; (ii) provide upgrades, patches or maintenance thereto; or (iii) terminate, limit, suspend or discontinue the Pilot Digital Service or Complimentary Access or access to the Pilot Digital Service or Complimentary Access.

5.3. ABB E-mobility's liability for all claims, damages, loss, and indemnities arising out of or in connection with the Pilot Digital Service or Complimentary Access is limited to direct damages and, in aggregate, to the amount of €100 (one hundred EURO).

5.4. The Customer acknowledges and agrees that, at the end of the Complimentary Access Period or Pilot Services Term (including any mutually agreed upon extension), the Customer must begin making payments as set forth in the applicable Order; provided, however, that if the Order did not specify any payments, then in ABB E-mobility's sole discretion: (a) the Customer's access may be automatically suspended or terminated, with or without notice; (b) if offered by ABB E-mobility in its discretion, access may be continued if Customer elects to convert to a paid Subscription and signs an appropriate Order; and/or (c) ABB E-mobility may begin charging the standard Fee for continued use thereof. The Customer agrees to contact ABB E-mobility prior to the end of the Complimentary Access Period or Pilot Services Term if the Customer wishes to continue using the Digital Service beyond Term. The Customer was informed in writing whether there was Complimentary Access or a Pilot Agreement. If the Pilot Agreement or Complimentary Access was without charge initially, the Customer shall begin making payments as required in the Order or Agreement when required. If the Customer fails to make payment when due, then ABB E-mobility may suspend or terminate access with or without notice.

## 6. USE OF THIRD PARTY SOFTWARE OR CONTENT

6.1. The Customer agrees that if the Customer or any of its Authorized Users uses any Third Party Software or third-party content with the Digital Service, such usage will be solely under its own risk and responsibility unless explicitly agreed otherwise in this clause 6 (Use of Third Party Software or Content). ABB E-mobility does not operate or control any such Third Party Software or third-party content. ABB E-mobility makes no warranties or representations with respect to, and ABB E-mobility has no obligation, responsibility, or liability for, Third Party Software or third-party content and the Customer's or any Authorized User's use thereof. The Customer agrees that it shall assess and monitor the Third Party Software and third-party content to ensure it is appropriate to use (or allow its Authorized Users to use) the Third Party Software or third party content. The Customer hereby waives any right or claim of right against ABB E-mobility relating to any Third Party Software and third-party content and agrees that ABB E-mobility excludes all liabilities for the use of any Third Party Software and third-party content to the maximum permitted by applicable law.

6.2. Unless otherwise expressly agreed by ABB E-mobility or as otherwise set forth in these DSGTCs, Customer shall be solely responsible for procuring and maintain at its own cost any Third Party Software, hardware, and internet connectivity required or recommend to access and use the Digital Service.

## 7. SECURITY AND COMPLIANCE

7.1. ABB E-mobility security obligations. ABB E-mobility agrees to maintain commercially reasonable technical and organizational measures designed to secure the Digital Service from unauthorized disclosure and modification. ABB E-mobility's security measures will include using firewalls, access controls, and similar security technology designed to protect Customer Data from unauthorized disclosure and modification.

## 7.2. The Customer's security obligations and general notices.

7.2.1. The Customer and each of its Authorized Users is responsible for the cybersecurity of its respective digital activities, networks, and use of the Digital Service. For so long as it uses the Digital Service, the Customer and its Authorized Users shall establish and maintain reasonable cybersecurity policies and practices in conformance with applicable industry standards and in compliance with applicable laws, rules, and regulations.

7.2.2. The Customer agrees to always keep Logon Details confidential. The Logon Details made available by ABB E-mobility to the Customer for the use of the Digital Service is/are intended exclusively for the Customer and Authorized User(s). The Customer will ensure that the Logon Details are not made available to any other party or person(s).

7.2.3. The Customer will ensure that the Authorized User(s) will handle the Logon Details with due care. The Customer will inform ABB E-mobility immediately of any indication of an Authorized User losing or having lost the access code and/or of unauthorized access to or unauthorized use of the Digital Service.

7.2.4. The Customer is fully responsible for a secure connection between the Digital Service and the Customer's network or any other network. The Customer is fully responsible for taking and maintaining all necessary measures in respect of this connection (including but not limited to the installation of firewalls, network segmentation, the application of authentication measures, data encryption and the installation of anti-virus measures) in order to protect the Digital Service and the network against any kind of security incident, unauthorized access, interference, hacking, leakage and/or theft of data or information. The Customer will inform ABB E-mobility immediately of any (suspicion of) a security incident, including without limitation to access by unauthorized persons, interference, hacking, leakage and/or theft of data or information.

7.2.5. If the Customer or any Authorized User fails to fulfil its security or notification obligations, resulting in a security incident, the Customer accepts full and unlimited liability for any claims, damages and losses suffered by ABB E-mobility.

7.2.6. If the Customer elects to use a payment card reader and related payment solution software, the Customer understands it is the Customer's responsibility to monitor the EV Charging Station daily for any evidence of physical tampering and agrees that Customer is responsible for any related or required encryption or card processing regulations required and not ABB E-mobility. Further, in the event the EV Charging Station is not able to collect payment or monitor sessions for whatever reason but still functions, ABB E-mobility is not liable to the Customer for any free charging or delayed payment the Customer may allow an end-user. It is the Customer's responsibility to develop a strategy at its own cost and risk to offer charging or not, at cost or not, to end-users in network down or technical issue situation. If the Customer elects to use an energy management solution it is the Customer's responsibility to provide notice to end-users that charging times may vary. It is the Customer's responsibility to provide any notices and obtain any authorizations or opt-ins necessary for the Customer to share end-user data at point of sale with ABB E-mobility. If the Customer can and makes modifications to the content on the end-user display screen of the EV Charging Station, the Customer shall do so in compliance with applicable law and agrees that such modification is at the Customer's risk and sole responsibility. The Customer shall provide end users with any notices and obtain any consents and provide any labeling required to operate and use a camera (video and/or audio) and the Customer shall comply with any data privacy rules related to such equipment and related data.

## 8. PRICES AND PAYMENT

8.1. The Fee, if any, is specified in the Order.

8.2. Payment obligations are non-cancellable, and Fees paid are non-refundable, except as expressly set forth in these DSGTC. Unless agreed in writing by ABB E-mobility, no Subscription may be modified during the Term.

8.3. Unless otherwise stated in the Order, the Fee shall be paid monthly in arrears to ABB E-mobility. Customer is responsible for providing complete and accurate billing and contact information to ABB E-mobility and notifying ABB E-mobility of any changes to such information.

- 8.4. ABB E-mobility's charges are quoted on a net basis, i.e., without taxes or other transaction levies. The Customer is responsible for the payment of (i) any value added tax, sales tax, customs fee, or other transaction levies as applicable; and (ii) any withholding taxes that either party must pay arising from international transactions. If the Customer is exempt from the payment of any taxes, the Customer must provide ABB E-mobility with a valid tax exemption certificate or proof of the Customer's direct payment of taxes to the applicable tax authority; otherwise, the Customer must pay to ABB E-mobility all such taxes. Subject to the foregoing, ABB E-mobility will be solely responsible for all taxes based on its income.
- 8.5. In case of the Customer's late payment of the Fee, ABB E-mobility is entitled to charge interest of 1.5% per month or, if such rate is not permitted under applicable law, the highest rate permitted thereunder based on the statutory interest rate.
- 8.6. ABB E-mobility is entitled to annually increase the Fee based on HICP 19 EA indexation as published on Eurostat (<https://ec.europa.eu/eurostat/web/hicp/data/database>).

## 9. DATA OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Customer agrees that all Customer Data will remain the property of the Customer or its Authorized Users, as applicable. The Customer grants ABB E-mobility, and ABB E-mobility hereby accepts, a non-exclusive, non-transferable right to: (i) use, copy, store and transmit Customer Data to the extent reasonably necessary to provide, maintain, develop, and improve the Digital Service, (ii) prevent, detect and repair problems related to the security and/or operation of the Digital Service, (iii) improve and develop existing services, technologies, products and/or software and developing new services, technologies, products and/ or software for the Customer, (iv) for statistical and benchmarking purposes, (v) if required for governmental reporting; and (vi) as otherwise agreed in writing between the Customer and ABB E-mobility. The Customer acknowledges and agrees that ABB E-mobility's Affiliates, employees and subcontractors may have access to Customer Data in connection with the performance of the Digital Service. The Customer shall indemnify ABB E-mobility against all third-party claims arising from or relating to (i) ABB E-mobility's use of the Customer Data, and/or (ii) any violation, infringement, or misappropriation of the rights of a third party resulting from the Customer Data, and shall pay all costs, damages, and expenses (including reasonable legal fees) against ABB E-mobility.
- 9.2. The Customer agrees that ABB E-mobility may collect certain technical data related to the Customer's and Authorized User's use of the Digital Service for its own purposes, such as the date and time of access to the Digital Service, how the Digital Service are used, what data and files have been submitted to or downloaded from the Digital Service, and the parts of the Digital Service that were visited. Such ABB E-mobility Generated Data shall be the property of ABB E-mobility.
- 9.3. All ownership and all rights of industrial and/or intellectual property to the Digital Service, the Documentation, and the ABB E-mobility Generated Data, are and will remain vested in full with ABB E-mobility or third-party right-holders, if any, and shall never transfer to the Customer.

## 10. PRIVACY AND DATA PROTECTION

- 10.1. Terms used in this clause 10 (Privacy and Data Protection) that are defined in Regulation (EU) 2016/679 ("GDPR") carry the same meaning as defined there.
- 10.2. As part of the provision of the Digital Service, ABB E-mobility may process personal data. To the extent personal data is being processed by ABB E-mobility for the provision of the Digital Service, ABB E-mobility and the Customer agree that ABB E-mobility shall act as separate and independent controller.
- 10.3. Any personal data processed by ABB E-mobility will be processed in accordance with its privacy policy which is available here: <https://new.abb.com/privacy-policy> and Acceptable Use policy available here: <https://global.abb/topic/ability/en/terms> incorporated herein by reference.
- 10.4. Insofar as the Customer and ABB E-mobility agree in writing that ABB E-mobility is to process personal data under these DSGTC and act as a processor on behalf of the Customer, ABB E-mobility and the Customer shall negotiate in good faith and enter into a separate data processing agreement in accordance with the GDPR in relation to the personal data processed by ABB E-mobility as processor.
- 10.5. The Customer shall comply with all applicable legislation and regulations relating to the protection of personal data and take adequate physical, technical, and organizational measures to guarantee a level of security of personal data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services.

## 11. WARRANTY

- 11.1. ABB E-mobility's sole warranty obligation and the Customer's and all of its Authorized Users' remedy with respect to any defects or errors in the Digital Service under these DSGTC shall be to repair subject to this clause 11 (Warranty) the Digital Service. The Digital Service is provided "as is" and on an "as available" basis, which includes that:
- 11.1.1. ABB E-mobility (i) provides the Digital Service or makes the Digital Service available to the Customer using commercially reasonable care and skill and in accordance with the description set out in the Order and the STC in all material respects; and (ii) will apply commercially reasonable measures to maintain availability of the Digital Service; however, subject to unavailability or temporary disruption of the Digital Service due to operational measures (such as scheduled or emergency maintenance), security measures, connectivity or data transmission failure, unlawful acts of third parties, or other reasons that are beyond ABB E-mobility's control;
- 11.1.2. Neither ABB E-mobility nor its Affiliates or suppliers makes any warranties, express or implied, statutory, or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose, or non-infringement of third party rights;
- 11.1.3. ABB E-mobility makes no representation, warranty or guarantee that the Digital Service will meet Customer's requirements or expectations, that Customer Data will be accurate, complete, or preserved without loss, or that the Digital Service will be timely, uninterrupted or error-free;
- 11.1.4. ABB E-mobility does not guarantee that security measures will be error-free and will not be responsible or liable for unauthorized access beyond its reasonable control; and
- 11.1.5. ABB E-mobility will not be responsible or liable in any manner for any Customer properties, third-party products, third-party content, or Third Party Software (including for any delays, interruptions, transmission errors, security failures, and other problems caused by these items), for regulated data received from the Customer in breach of these DSGTC, for the collection, use and disclosure of Customer Data authorized by these DSGTC, or for decisions or actions taken (or not taken) by the Customer based upon the Digital Service (including changes to the Customer properties).
- 11.2. The Customer must notify ABB E-mobility with undue delay, after becoming aware of any defect or error in the Digital Service as a result of which the Digital Service is not performed in conformance with the warranties set out in this clause 11 (Warranty) or having the possibility to gain knowledge of such defect or error, but in no event later than fourteen (14) days thereafter, in writing about such defect or error in reasonable detail. If ABB E-mobility is able, by application of commercially reasonable efforts, to reproduce and verify such defect or error, ABB E-mobility will use commercially reasonable efforts to correct such defect or error.
- 11.3. The disclaimers in this clause 11 (Warranty) will apply to the maximum extent permitted by applicable law, notwithstanding anything to the contrary in these DSGTC. The Customer may have other statutory rights; however, any statutorily required warranties under applicable law, if any, will be limited to the shortest period and maximum extent permitted by law. These warranties are in lieu of and exclude all other warranties, representations, or conditions for the Digital Service, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.
- 11.4. The warranties set out in this clause 11 (Warranty) shall not apply: (i) if the Digital Service is not used in the contemplated environment, or in accordance with these DSGTC, the Order, or its written instructions; (ii) if the Digital Service has been accessed, installed, implemented, customized, modified, enhanced or altered in any way whatsoever by the Customer or any third party without prior consent from ABB E-mobility; (iii) if the Customer is not using the most recent version of the Digital Service and the issue, non-compliance, defect, error or otherwise has been remedied in a Release or newer version of the Digital Service; (iv) to any error or defect resulting from the Customer or anyone acting with the authority of the Customer, any third party, or any Third Party Software, or force majeure according to clause 17 (Force Majeure); or (v) to any error or defect arising as a result of any information or instructions provided by the Customer.

## 12. LIMITATION OF LIABILITY

- 12.1. Notwithstanding anything contained in these DSGTC or in the Order to the contrary, ABB E-mobility's total liability, with respect to any and all claims arising out of the performance or non-performance of obligations as stipulated in the Order, whether arising in contract or tort, or otherwise shall not exceed 50% of the aggregated Fees received by ABB E-mobility under the Order during a calendar year per incident and shall not exceed 100% of the aggregated Fees under the Order received by ABB E-mobility during a calendar year.

- 12.2. Notwithstanding anything contained in these DSGTC or in the Order to the contrary, neither ABB E-mobility nor the Customer (or its Authorized Users) shall be liable towards the other for indirect and/or consequential damage such as but not limited to loss of power, loss of profit, loss of revenues, loss of use, loss or corruption of data, loss of production, costs of capital, downtime costs, and claims of customers or costs connected with the interruption of operation, loss of anticipated savings.
- 12.3. The limitations of liability and exclusions of damages in clauses 12.1 and 12.2 do not apply (i) to damage caused by willful intent or gross negligence; (ii) in the event of bodily injury caused by negligence; (iii) for liability according to mandatory product liability regulation or (iv) for any liability which cannot be limited or excluded by applicable laws.
- 12.4. The Customer accepts full liability towards ABB E-mobility for any activities of any third parties that may violate these DSGTC and/or the Order and/or result in any claims or damages at ABB E-mobility and shall supervise that such third parties act in accordance with these DSGTC and the Order.

### 13. INDEMNIFICATION

- 13.1. ABB E-mobility shall indemnify the Customer against claims by unaffiliated third parties relating to infringement of intellectual property rights of third parties caused by negligence or intent by ABB E-mobility. In the event of any such third-party claim, the Customer shall immediately inform ABB E-mobility and shall give ABB E-mobility complete control over the defense of such claim. The Customer shall, at the reasonable request of ABB E-mobility provide reasonable assistance in defending the claim and shall not make any statements or omissions and /or undertake actions that could harm the defense of the claim.
- 13.2. ABB E-mobility shall bear all costs of defending such claim and shall, if the claim is just, at no additional costs to Customer: (i) obtain sufficient rights for the Customer to use the Digital Service, or (ii) properly substitute the Digital Service, or (iii) modify the Digital Service. The indemnity in this clause 13 (Indemnification) is the sole responsibility of the ABB E-mobility for third-party claims and is included in the overall limitation of liability.
- 13.3. Indemnification by ABB E-mobility shall not apply if and to the extent (i) the claim is caused by unauthorized and/or improper use of the Digital Service by the Customer, (ii) changes to the Digital Service are made by the Customer, (iii) the claim relates to Third Party Software and /or (iii) the claim relates to any combination of the Digital Service with third-party products, whether or not on behalf of the Customer's instruction, created or modified by third parties.
- 13.4. The Customer's right to any claim for indemnification under this clause 13 (Indemnification) shall lapse twelve (12) months after the Customer first became aware of such claim.
- 13.5. The Customer will indemnify and hold ABB E-mobility harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with any alleged or actual (i) infringement of any third party's intellectual property rights by the Customer or any of its Authorized Users; (ii) breach of these DSGTC or the Order by the Customer or any of its Authorized User; (iii) violation of any third party's rights related to Customer Data or the use thereof by ABB E-mobility, its Affiliates and/or its subcontractors authorized by the Customer; (iv) violation of any other rights of a third party related to Customer's breach of these DSGTC; and (v) breach of laws or other applicable regulations and standards by the Customer's or any of its Authorized User's use of the Digital Service.

### 14. TERM AND TERMINATION

- 14.1. Unless the parties have agreed otherwise in writing, the Term of these DSGTC will be set out in the Order and will start on the Effective Date.
- 14.2. By executing the Order for the purchase of the Digital Service, the Customer accepts to pay the applicable Fee for the full Term. The Customer cannot cancel or terminate a Digital Service during the Term except as expressly permitted in these DSGTC or in the applicable Order.
- 14.3. Without affecting any other right or remedy available to it, ABB E-mobility may terminate these DSGTC and the Order with immediate effect by giving written notice to the Customer if:
- 14.3.1. the Customer fails to pay any Fee due under these DSGTC and/or the Order on the due date for payment and remains in default not less than ten (10) business days after being notified in writing by ABB E-mobility to make such payment;
- 14.3.2. the Customer breaches any of its obligations under clause 3.3;
- 14.3.3. the Customer commits a breach of any other term of these DSGTC which breach is (i) irremediable or (ii) (if such breach is remediable) fails to remedy that breach within a period of 10 (ten) business days after being notified in writing by ABB E-mobility to do so;

- 14.3.4. the Customer repeatedly breaches any of the terms of these DSGTC in such a manner as to reasonably justify the opinion that the Customer's conduct is inconsistent with it having the intention or ability to give effect to the terms of these DSGTC;
- 14.3.5. the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; or
- 14.3.6. as otherwise set out in these DSGTC or Agreement.

### 14.4. Either party may terminate these DSGTC at any time with immediate effect if:

- 14.4.1. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 14.4.2. any action, proceedings, procedure, or step is taken in any jurisdiction for or in connection with the winding up, dissolution, termination or court ordered re-organization of the other party;
- 14.4.3. the appointment of a liquidator or other similar officer in respect of the other Party or any of its assets;
- 14.4.4. the other party has or may be commencing a voluntary or involuntary bankruptcy, receivership, or similar proceeding; or
- 14.4.5. a Pilot Agreement or Complimentary Access Period has ended or in ABB E-mobility's discretion opts to end these DSGTC.

- 14.5. Upon expiration or termination of a Digital Service or an Order, Customer's use rights shall automatically terminate, and Customer shall immediately stop the use of the Digital Service. Customer's right to access any Customer Data in the Digital Service will cease and ABB E-mobility may delete the Customer Data at any time after 30 (thirty) days from the date of termination. If ABB E-mobility terminates these DSGTC for cause as provided in clause 14.3, or if either party terminates these DSGTC for cause as provided in clause 14.4, all payments and Fees for the remaining portion of the Term will become due and must be paid immediately by Customer. Except where these DSGTC specify an exclusive remedy, all remedies under these DSGTC, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.

- 14.6. The clauses of these DSGTC which are intended to remain in force after termination of these DSGTC, including but not limited to clause 3 (Use Rights and Obligations), clause 8 (Prices and Payment), clause 9 (Data Ownership and Intellectual Property Rights), clause 11 (Warranty), clause 12 (Limitation of Liability), clause 13 (Indemnification), clause 14 (Term and Termination), clause 15 (Confidential Information), clause 19 (Governing Law and Jurisdiction) and this clause, shall remain in full force after termination of these DSGTC.

- 14.7. After termination of the Customer's use of the Digital Service, ABB E-mobility shall retain any Customer Data connected to that Digital Service for a period of thirty (30) days, after which such Customer Data shall be deleted, unless stated otherwise in the applicable Order.

### 15. CONFIDENTIAL INFORMATION.

- 15.1. The Customer must: (i) hold in confidence and not disclose ABB E-mobility's Confidential Information to third parties except as permitted by these DSGTC; and (ii) only use ABB E-mobility's Confidential Information to fulfill its obligations and exercise its rights under these DSGTC. The Customer agrees to apply reasonable safeguards against the unauthorized disclosure of ABB E-mobility's Confidential Information in accordance with good industry practice, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher to avoid disclosure to any third party on any technical or commercial know-how, specifications, inventions, processes, code, product plans, marketing plans or initiatives or any other information or data which are designated at the time of disclosure to the Customer as confidential or are recognizable as being of a confidential nature and have been disclosed to the Customer by ABB E-mobility or its agent, except as permitted under these DSGTC.

- 15.2. These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was known by the Customer before it received the Confidential Information; (iii) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the Customer without using ABB E-mobility's Confidential Information. The Customer may also disclose ABB E-mobility's Confidential Information to the extent required by law or court order, subject to the conditions included in clause 15.3.

- 15.3. The Customer agrees to immediately notify ABB E-mobility in the event it receives a data disclosure request that affects ABB E-mobility's data or Confidential Information processed under these DSGTC, and to not disclose any such data without the prior consent from ABB E-mobility, unless (i) such data disclosure is based on a legally binding order, and (ii) the Customer demonstrates that it has

taken all commercially reasonable measures (a) to appeal the data disclosure request, (b) to limit the disclosure of data from ABB E-mobility, (c) to only disclose data that is accurate and strictly necessary to meet the legal obligation, (d) to cooperate with any effort by ABB E-mobility to obtain confidential treatment for the information, and (e) to keep ABB E-mobility informed of the process, the communications as well as the data disclosed to the extent permitted by law.

- 15.4. The Customer acknowledges and agrees that disclosing ABB E-mobility's Confidential Information or any other ABB E-mobility Generated Data to third parties may cause substantial harm for which damages alone may be an insufficient remedy, and so on breach of this clause, ABB E-mobility is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law.

## 16. TRADE CONTROLS

- 16.1. The parties agree to comply with all applicable sanctions and export control laws in connection with these DSGTC. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or transshipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any sanctions agency on or after the Effective Date (collectively, "Trade Control Laws").
- 16.2. The parties confirm that they have not violated, shall not violate, and shall not cause the other party to violate, any applicable Trade Control Laws. Each party represents and warrants that, to the best of its knowledge, at the Effective Date neither it is, nor any of their respective directors or officers are a Restricted Person. Each party agrees that it shall promptly notify the other party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned 50% or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).
- 16.3. If, as a result of Trade Control Laws issued or amended after the Effective Date, (i) the Customer or any Authorized User is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a sanctions agency is not granted, the performance by ABB E-mobility or any of its Affiliates becomes illegal or impracticable, ABB E-mobility shall be entitled to either immediately suspend the performance of the affected obligation under these DSGTC until such time as ABB E-mobility may lawfully discharge such obligation or unilaterally terminate these DSGTC in whole or in part. ABB E-mobility will not be liable to the Customer for any costs, expenses, or damages associated with such suspension or termination of these DSGTC.
- 16.4. The parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of the Digital Service. The Digital Service, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB E-mobility's request, the Customer shall provide to ABB E-mobility a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB E-mobility.
- 16.5. The Customer and each Authorized User represents and warrants that the Digital Service is for civilian use only. The Customer and each Authorized User further represents and warrants that they will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB E-mobility to any Restricted Persons, or parties operating in or whose end use is or will be, in a jurisdiction/region prohibited by ABB E-mobility including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB E-mobility at any time).
- 16.6. If the Customer infringes any obligations in this clause 16 (Trade Controls) in connection with these DSGTC, the Customer must immediately notify ABB E-mobility. Failure to comply with the obligations in this clause 16 (Trade Controls) shall be considered a material breach of these DSGTC, and ABB E-mobility shall have the right to unilaterally terminate these DSGTC with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB E-mobility, and ABB E-mobility shall not be liable to the Customer for any claim, losses or damages whatsoever related to its decision to terminate performance under this clause. Further, the Customer shall indemnify ABB E-mobility for all liabilities, damages, costs, or expenses incurred as a result of any

such violation, breach and/or termination of these DSGTC. ABB E-mobility may report such violations to relevant authorities as required by applicable Trade Control Laws.

- 16.7. For the avoidance of doubt, no provision in these DSGTC shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

## 17. FORCE MAJEURE

- 17.1. Without affecting clause 14 (Term and Termination), ABB E-mobility shall not be liable or due to make any payment for loss or damage resulting from a cause that cannot be attributed to ABB E-mobility because of force majeure. Each party expressly agrees that the following situations, among others, give rise to force majeure, if they directly or indirectly affect ABB E-mobility or its subcontractors: statutory acts or omissions, national, regional or other general strikes not limited to the personnel of one of the parties, nor whether they have been announced or not, sanctions, blockades, import or export restrictions as well as blockades of sites and buildings, trade embargoes, natural disasters, extreme weather conditions (such as severe storms and/or floods), fire, cyber incidents, terrorist attacks, acts of war, delays in the delivery of parts ordered from a third party, goods or services provided by ABB E-mobility insofar as not attributable to ABB E-mobility, accidents and disruptions in commercial activities, armed conflicts, wars, riots, epidemics and/or pandemics.
- 17.2. If the force majeure situation lasts longer than three (3) months, each of the parties may terminate the Digital Service in writing, without any liability or compensation for any loss or damage, and without affecting clause 14 (Term and Termination). Amounts due to ABB E-mobility are immediately due and shall be paid without delay.
- 17.3. Any party that wishes to invoke force majeure shall notify the other party immediately in writing (including by e-mail) if a delay becomes likely or unavoidable.

## 18. GENERAL

- 18.1. Any use of the Digital Service is at the own risk of the Customer and each Authorized User, and the Customer must comply with all applicable laws, rules, and regulations in doing so or allowing an Authorized User to do so.
- 18.2. These DSGTC constitute the only and entire agreement between the parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, binding, and non-binding offers, undertakings or statements regarding such subject matter. No amendment, waiver or exemption of the agreement is valid unless in writing and signed by the authorized representatives of each party to these DSGTC.
- 18.3. In the event of any conflict or inconsistency between the documents comprising these DSGTC, the order of precedence between the documents is the following, unless specified otherwise in the Order: (i) the Order; (ii) the STC; and (iii) these DSGTC.
- 18.4. Should any provision of these DSGTC be declared or be determined by any court with competent jurisdiction to be illegal, invalid, or unenforceable, the validity of the remaining provisions shall not be affected thereby, and such illegal or invalid provision shall be severed and deemed not to be part of these DSGTC.
- 18.5. ABB E-mobility may assign or otherwise transfer these DSGTC or any of ABB E-mobility's rights and obligations under these DSGTC to an Affiliate or successor-in-interest. Customer shall not, without ABB E-mobility's prior written consent, assign or otherwise transfer any or all of Customer's rights or obligations under these DSGTC.
- 18.6. ABB E-mobility is permitted to appoint and use Affiliates and other third parties to perform its obligations or any portion thereof without prior notification to or consent of the Customer.
- 18.7. Each party is an independent contractor, nothing contained in these DSGTC, or the Order shall form a joint venture, partnership, or agency, and neither party has the authority to bind the other party.
- 18.8. ABB E-mobility has the right to change these DSGTC at any time from time to time by publishing a revised version at <https://e-mobility.abb.com/dsgtc>. The Customer's and each Authorized User's continued use of the Digital Service following any changes to these DSGTC after the effective date of such changes shall constitute the Customer's or such Authorized User's acceptance of any such changes to these DSGTC.
- 18.9. Any notice given to a party under or in connection with these DSGTC shall be in writing and shall be (i) delivered by hand or courier or by pre-paid registered first-class post or special delivery to the address specified in the Order; or (ii) sent by email to the email address specified in the Order. ABB E-mobility may in addition provide notices by email or other electronic notification forms available in the used systems to the address then associated to Customer's Account.

18.10. No one other than a party to these DSGTC shall be a beneficiary of these DSGTC or shall have any right to enforce any of its terms, unless specified in these DSGTC.

## 19. GOVERNING LAW AND JURISDICTION

19.1. Subject to clause 20, these DSGTC, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the substantive laws of Netherlands excluding both its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

19.2. Subject to clause 20, any dispute, controversy, or claim arising out of, or in relation to, these DSGTC, including the validity, invalidity, breach, or termination thereof, shall be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC District Court"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA"). The NCCA Rules of Procedure apply.

## 20. COUNTRY UNIQUE TERMS

The following country unique terms apply in deviation of clause 19 (Governing Law and Jurisdiction), in each case as specified below.

20.1. If the Customer is domiciled in the United States of America, these DSGTC are governed by the laws of the state of New York, USA and each party submits to the exclusive jurisdiction and venue of the federal courts located in the state of New York, Manhattan County. Should the federal courts not have jurisdiction over any such dispute, the Customer and ABB E-mobility consent to the exclusive jurisdiction of the state courts in the state of New York as the sole and exclusive forum for the resolution of all disputes arising under or related to the Agreement.

20.2. If the Customer is domiciled in Canada, these DSGTC are governed by, and are to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario, and the Customer and ABB E-mobility irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario. In such case, neither party will oppose the enforcement against it in any other jurisdiction of any judgement or order duly obtained from an Ontario court respecting these DSGTCs. These DSGTC are not governed by and are not to be construed or interpreted in accordance with the United Nations Convention on Contracts for the International Sale of Goods.

20.3. If the Customer is domiciled in Germany, Austria, or Switzerland, these DSGTC are governed by the laws of Germany and each party submits to the exclusive jurisdiction and venue of courts located in Heidelberg, Germany and the following applies:

20.3.1. in derogation of clause 8.5, late payments may be subject to interest of 9% above the base interest rate of the German Federal Bank of the amount due or the maximum amount allowed by law;

20.3.2. each party agrees that the liability cap in clause 12 (Limitation of Liability) applies for slightly negligent infringement of a material contractual obligation, whose fulfillment is essential in accomplishing the contract and on whose fulfillment the other party can regularly depend ("**cardinal duty**"). Each party specifically agrees that the typical foreseeable damage and breaches of a cardinal duty will not exceed in aggregate the liability cap set out in clause 12 (Limitation of Liability); and

20.3.3. none of the limitations in clause 12 (Limitation of Liability) excludes any party's liability for damages directly resulting from: (i) intent; (ii) gross negligence; (iii) culpable injury to life, body, and health; (iv) in case of a breach of guarantee, which must be explicitly named a "guarantee"; or (v) mandatory liabilities under the product liability act.

20.4. If the Customer is domiciled in Poland, these DSGTC are governed by the laws of Poland and each party agrees that any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the substantive laws of Poland excluding both its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) and any dispute or difference arising out of or in connection with these DSGTC, including any question regarding its existence, validity or termination or the legal relationships established thereby, which cannot be settled amicably, shall be submitted to the jurisdiction of the a common court having jurisdiction over the registered office of

the ABB E-mobility unless the Customer is a consumer in which the general rules apply. Further, the following applies:

20.4.1. clause 681 and clause 682 of Polish Civil Code are excluded and shall not apply to these DSGTCs; and  
20.4.2. clauses 556 - 576 of the Polish Civil Code are excluded and shall not apply to these DSGTC, unless the Customer is a consumer.

20.5. If the Customer is domiciled in the United Kingdom, the Republic of Ireland, the British Crown Dependencies and British Overseas Territories, these DSGTC are governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction and venue of courts located in England.

20.6. If the Customer is domiciled in the Netherlands or any other countries of the European Economic Area not covered above, these DSGTC are governed by the laws of the Netherlands and the parties submit to the exclusive jurisdiction set out in clause 19.2 and the following applies:

20.6.1. any court proceedings will be conducted in English, to the extent available;

20.6.2. none of the limitations in clause 12 (Limitation of Liability) excludes a party's liability for intent or gross negligence ("**opzet of bewuste roekeloosheid**"); and

20.6.3. in addition to clause 17 (Force Majeure), the parties agree that "causes beyond a party's reasonable control" include if the delay or failure is due to a force majeure event as defined in clause 6:75 of the Dutch Civil Code