



SOLNET

TERMS & CONDITIONS

Electric Vehicle Charge Point Software

Electric Vehicle Charge Point Software Services Terms and Conditions

1. Solnet Consultants Limited has developed a management, data aggregation, control, payment processing, and reporting cloud-based software and connected smartphone App for use with electric vehicle charge points (“Charge Points”).
2. The Customer is the owner/manager of Charge Points and requires software for the control, management, payment processing, and reporting of these Charge Points.
3. The Customer wishes for the Provider to provide its services pursuant to these terms and conditions.

SITE AND NUMBER OF CHARGING PORTS

Services are to be provided for the Charge Points outlined in the Charge Point Details, which the Customer has provided in the Platform.

AGREEMENT

1. Definitions

In these Conditions, except to the extent expressly provided otherwise, the following definitions apply:

“Account” means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

“Affiliate” means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Applicable Laws" means all laws, rules and regulations related to electronic vehicle charge point hardware and software.

“Business Day” means any weekday other than a bank or public holiday in England;

“Business Hours” means the hours of 09:00 to 17:00 GMT/BST on a Business Day; unless otherwise stated in the Schedules.

“Charges” means the following amounts:

(a) the amounts specified in the Services Agreement for the Services including the subscription or licence based fee, plus any percentage and fixed fee which the Provider charges in connection with Charge Point Transactions, including those set out in Section 5 of the Services Agreement;

(b) such amounts as may be agreed in writing by the parties from time to time; and

(c) amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Customer before the date of these Conditions) by the time spent by the Provider's personnel performing the Support Services.

“Charge Point Details” means the charge point sites as detailed in the Platform which the Services are provided for pursuant to these Conditions.

“Charge Point Income” means the income derived from Charge Point Transactions.

“Charge Point Transactions” means any usage of the Customer’s Charge Points by an End User.

“Conditions” these terms and conditions including any Schedules, and any amendments to these Conditions from time to time;

“Confidential Information” means any information disclosed by or on behalf of the one party to the other at any time before the termination of these Conditions (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(a) was marked or described as “confidential”; or

(b) should have been reasonably understood by the receiving party to be confidential; and

“Control” means the legal power to control (directly or indirectly) the management of an entity (and “Controlled” should be construed accordingly);

“Customer Data” means all data (licensed or otherwise), works and materials: uploaded either directly, indirectly or from the Charge Points to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

“Customer Indemnity Event” has the meaning given to it in Clause 17.3;

“Customer Marks” means the name, logo’s, trade marks (whether registered or unregistered), designs or other marks, graphics or get-up which are owned by, or licensed to the Customer and used in connection to the Customer’s business.

“Customer User” means anyone using an Account for or on behalf of the Customer or an Affiliate including its officers, agents, employees and advisors but for the avoidance of doubt shall not include those persons in their capacity as an End User.

“Data Protection Laws” means all applicable laws relating to the processing of Personal Data including, while it is in force, the Data Protection Act 2018;

“Documentation” means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

“Effective Date” means the date of entry into these Conditions;

“End User” means any person who uses the Customer’s Charge Points to charge electric

vehicles, including Fleet Drivers unless the context requires otherwise.

“End User Agreement” means the agreement entered into between the Customer and each End User governing their use of the Hosted Services.

“Fleet Drivers” means any End User which is associated with, and uses any Charge Points in connection with, the Customer’s business.

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Hosted Services” means Solnet EVOS software, as specified in the Hosted Services Specification, which will be made available by the Provider to the Customer as a service via the internet in accordance with these Conditions;

“Hosted Services Defect” means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any material act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;
- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in these Conditions; and/or

- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification that could not be reasonably anticipated by the Provider;

“Hosted Services Specification” means the specification for the Platform and Hosted Services set out in Part 2 of Schedule 1 (Hosted Services particulars);

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

“Maintenance Services” means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

“Minimum Term” means, in respect of these Conditions, the period of 12 months beginning on the Effective Date;

“Mobile App” means the mobile application known as Solnet EVOS that is made available by the Provider through the Google Play Store and the Apple App Store;

“Personal Data” has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;

“Platform” means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer

hardware on which that application, database, system and server software is installed;

“Provider Indemnity Event” has the meaning given to it in Clause 17.1;

“Schedule” means any schedule attached to the main body of these Conditions;

“Services” means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Conditions;

“Services Agreement” means the agreement to purchase the Services entered into on the Platform, setting out the details of the Customer (including payment details), the Charges, the Transaction Costs amongst other things.

“Set Up Services” means the configuration, implementation and integration of the Hosted Services in accordance with Part 1 of Schedule 1 (Hosted Services particulars);

“Support Services” means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

“Supported Web Browser” means the current release from time to time of Microsoft Edge, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

“Term” means the term of these Conditions, commencing in accordance with Clause 2.1 and ending or renewing in accordance with Clause 2.2;

“Transaction Costs” means any disbursements or third party costs incurred by the Provider in connection with a Charge Point Transaction, including those set out in Section 6 of the Services Agreement.

“Update” means a hotfix, patch or minor version update to any Platform software; and

“Upgrade” means a major version upgrade of any Platform software.

2. Term

2.1 These Conditions shall come into force upon the Effective Date.

2.2 These Conditions shall continue in force for the Minimum Term, at which point they will be renewed automatically for successive 12 month periods (each such period being a Renewal Term) subject to termination in accordance with Clause 20 or any other provision of these Conditions.

3. Set Up Services

3.1 The Customer is responsible for entering their details, including the Charge Point Details into the Platform. The Platform will provide the Customer with information about the set-up tasks which the Customer must perform in order for the Services to become accessible. If the Customer cannot perform the set-up tasks, they must contact the Provider on **support@solnetiot.com** or raise a support ticket in accordance with Schedule [5]. The Provider shall use reasonable endeavours to support the Customer in carrying out the set-up tasks, and if the issues persist the Provider shall provide the Set Up Services to the Customer.

3.2 The Customer acknowledges that a delay in the Customer performing its obligations in these Conditions may result in a delay in the performance of the Set Up Services; and subject to Clause 18.1 the Provider will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under these Conditions.

3.3 Subject to any written agreement of the parties to the contrary, any Intellectual Property

Rights that may arise out of the performance of the Set Up Services, or any of the Services, by the Provider shall be the exclusive property of the Provider.

4. Hosted Services

4.1 The Platform will automatically generate an Account for the Customer using the information the Customer provides and will provide to the Customer login details for that Account. The Customer will need to allocate a contact to be responsible for the administration of the Customer's account (becoming an Admin account).

4.2 The Provider hereby grants to the Customer a UK-wide, revocable, non-exclusive license to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term.

4.3 The Customer shall ensure that no unauthorised person may gain access to the Hosted Services using an Admin Account.

4.4 The parties acknowledge and agree that Schedule 3 (Availability SLA) shall govern the availability of the Hosted Services.

4.5 The Customer must comply with the Provider's Acceptable Use Policy and Fair Use Policy and any other policies established and amended by the Provider from time to time (together referred to as the Provider's Policies), and must ensure that all persons using the Hosted Services with the authority of the Customer (including Customer Users and Fleet Drivers) or by means of an Admin Account comply with the Provider's Policies. The Customer shall be responsible for any failure of Customer Users or End Users to comply with these Conditions, the Provider's Policies or the End User Agreement, as if such failure was the Customer's own.

4.6 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

4.7 The Customer must not use the Hosted Services:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.8 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

4.9 The Provider may suspend the provision of the Hosted Services if the Customer is in breach of its obligations under these terms and conditions, including if any amount due to be paid by the Customer to the Provider under these Conditions is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

5. Support Services

5.1 The Provider shall provide the Support Services to the Customer and charge point users during the Term dependant on which service is selected within the Services Agreement.

5.2 The Provider shall provide the Support Services in accordance with Schedule 5 (Support SLA).

5.3 The Provider may suspend the provision of the Support Services if the Customer is in breach of its obligations under these Conditions, including if any amount due to be paid by the Customer to the Provider under these Conditions is overdue, and the Provider has given to

the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6. SIM Cards

If the Customer purchases any SIM Cards from the Provider, such purchase and use of the SIM Cards shall be governed by these Conditions and the provisions of Schedule 7 (SIM Cards). In the case of any conflict between the main body of these Conditions and the provisions of Schedule 7, the provisions of Schedule 7 shall take precedence.

7. Webshop Purchases

Any purchases which the Customer makes via the Provider's online shop (except for SIM Cards) shall be governed by these Conditions and the provisions of Schedule 8 (Webshop Purchases). In the case of any conflict between the main body of these Conditions and the provisions of Schedule 8, the provisions of Schedule 8 shall take precedence.

8. Roaming

When the Customer enters its details on the Platform, it will have the option to allow 'Roaming'. This is where the Customer allows any End Users who use the Provider's Services to enter their premises in order to access the Services, through the Customer's Charge Points. If the Customer opts-in to Roaming, the provisions of Schedule 9 (Roaming (Customer as a Charge Point Operator)) apply. In the case of any conflict between the main body of these Conditions and the provisions of Schedule 9, the provisions of Schedule 9 shall take precedence.

9. Charge Point Transactions

9.1 The Customer will be able to access reports within the Platform, and can monitor the level of Charge Points Transactions, the rates and transaction fees applicable to such transactions, and the Charge Point Income accrued and due to the Customer.

9.2 Subject to the provisions of Schedule 9, within 30 days of the end of the relevant month, the Provider will arrange a bank transfer into the Customer's nominated bank account (as set out in the Platform) of the Charge Point Income (including VAT thereon), following deduction of Transaction Costs and Charges. Changes to the Customers bank account must be made in line with clause 22.

9.3 The parties each undertake to the other that they are VAT registered, and will promptly notify the other in the event that they cease to be VAT registered or if their VAT numbers change.

9.4 The Customer acknowledges and agrees that the Provider can issue invoices End Users for Charge Point Transactions in the Customer's name and using the Customer's marks. The Customer acknowledges and agrees that it is providing the charging service to End Users and the Charge Point Transactions are being facilitated by the Provider's software, and not being provided by the Provider (on its own behalf nor on behalf of the Customer).

10. Customer obligations

10.1 Save to the extent that the Provider agrees otherwise in writing, the Customer must:

- (a) provide in a timely manner all co-operation, support and advice;
- (b) provide to the Provider in a timely manner all information, documentation items and materials in any form (whether owned by the Customer or third party) promptly once

requested;

(c) obtain and comply with any governmental, legal and regulatory licenses, consents and permit;

(d) ensure that the Charge Points are installed and kept at locations which the Customer owns or occupies, under suitable conditions in accordance with good practice and any instructions from the charge point supplier, and permit only trained and competent personnel to use it and follow any operating instructions as the Provider may give from time to time;

(e) ensure all of the Customer's Charge Points are maintained and comply with all Applicable Laws, including but not limited to any Applicable Laws relating to functionality, availability, performance and security of the Charge Points;

(f) provide, for the Provider, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, safe access to the Customer's premises, office accommodation, data and other facilities including electric vehicle Charge Points, computer hardware, software, networks;

(g) ensure that any of its Fleet Drivers are appropriately licensed and insured, aware of the provisions of these Conditions which are applicable to them and adhere to the End User Terms.

(h) inform the Provider of all health and safety and security requirements that apply at any of the Customer's premises; and

(i) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Provider to provide the Services, in each case as is reasonably necessary to enable the Provider to perform its obligations under these Conditions.

10.2 If the Provider's performance of its obligations under these Conditions is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Provider shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer and may, in the Provider's discretion, charge the Customer an abortive fee to cover, amongst other things, wasted time and resources.

11. Customer Data and Customer Marks

11.1 The Customer hereby grants to the Provider a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, sub-licensable license to access, copy, reproduce, store, distribute, publish, export, adapt, edit, translate and use the Customer Data and, to the extent necessary in order to provide the Services, Customer Marks on the Solnet EVOS platform. This includes the right and authority for Solnet EVOS to sub-license the platform data (including the Customer Data) to third parties for legitimate business purposes.

11.2 Other than information provided to third parties appointed pursuant to clause 23.3, the Provider warrants to the Customer that any data disclosed to third parties will be on an anonymised basis such that the recipient of the data will not be able to identify individuals or attribute data directly to any individual.

11.3 The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

11.4 The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services

to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

11.5 Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 8.4. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

12. Mobile App

The parties acknowledge and agree that the use of the Mobile App by the Customer and the Customer's Users, the parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be governed by these Conditions. Use by End Users will be governed by the End User Agreement.

13. No assignment of Intellectual Property Rights

Nothing in these Conditions shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

14. Charges

14.1 The Customer shall pay the Charges to the Provider in accordance with these Conditions.

14.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Provider shall not be obliged to carry out the relevant Services.

14.3 All amounts stated in or in relation to these Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

14.4 Subject to clause 11.5, the Provider may elect to increase any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation to take effect in respect of any Renewal Term (minimum of 6 months). Such increase shall be no greater than the increase in the Retail Prices Index (all items) published by the UK Office for National Statistics over the term of the Agreement or such other sum as may be agreed with the Customer.

14.5 If the Provider's costs of supplying the Services increase to such an extent during the Minimum Term or any Renewal Term that it is no longer commercially viable (in the Provider's opinion) to provide the Services at the then current Charges, they may in their sole discretion increase the Charges at any time.

15. Payments

15.1 The Provider shall issue invoices for the Charges to the Customer on an annual basis in respect of licence / subscription based fees and on a monthly basis in respect of any element of the Charges calculated by reference to Charge Point Income, unless otherwise stated in these Conditions (including any of the Schedules).

15.2 To the extent not deducted from Charge Point Income due to the Customer in

accordance with clause 9.2, the Customer must pay the Charges to the Provider within 30 days following the date of any invoice in accordance with this Clause 12.

15.3 The Customer must pay the Charges by direct debit or bank transfer to the Provider's bank account details as stated on the relevant invoice or as otherwise confirmed in writing by the Provider.

15.4 If the Customer does not pay any amount properly due to the Provider under these Conditions, the Provider may:

- (a) charge the Customer interest on the overdue amount at the rate of 5% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
- (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

16. Confidentiality obligations

16.1 Each party must:

- (a) keep the Confidential Information strictly confidential;
- (b) not disclose the Confidential Information to any person without the other party's prior written consent, and then only under conditions of confidentiality approved in writing by the other party;
- (c) use the same degree of care to protect the confidentiality of the Confidential Information as the relevant party uses to protect their own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Confidential Information; and

16.2 Notwithstanding Clause 13.1, the Provider may disclose the Customer's Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer's Confidential Information for the performance of their work with respect to these Conditions and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.

16.3 This Clause 13 imposes no obligations upon the Provider with respect to Confidential Information that:

- (a) is known to the Provider before disclosure under these Conditions and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Provider; or
- (c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

16.4 The restrictions in this Clause 13 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

16.5 The provisions of this Clause 13 shall continue in force for a period of 5 years following the termination of these Conditions, at the end of which period they will cease to have effect.

17. Data protection

17.1 Each party shall comply with the Data Protection Laws with respect to the processing of Personal Data.

- 17.2 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with these Conditions.
- 17.3 The Provider shall only process the Personal Data relating to the Customer Users on the documented instructions of the Customer (including with regard to transfers of the Personal Data to any place outside the European Economic Area), as set out in these Conditions, including Schedule 6 or any other document agreed by the parties in writing.
- 17.4 The Customer hereby authorises the Provider to make the following transfers of Customer Users' Personal Data:
- (a) the Provider may transfer the Personal Data internally to its own employees, offices and facilities worldwide providing that such transfers must be protected by appropriate safeguards;
 - (b) the Provider may transfer the Personal Data to its sub-processors in other jurisdictions, providing that such transfers must be protected by any appropriate safeguards identified therein; and
 - (c) the Provider may transfer the Personal Data to a country, a territory or sector to the extent that the European Commission has decided that the country, territory or sector ensures an adequate level of protection for Personal Data.
- 17.5 The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Personal Data infringes the Data Protection Laws and the Provider shall not be obliged to follow any such instructions.
- 17.6 Notwithstanding any other provision of these Conditions, the Provider may process Personal Data if and to the extent that the Provider is required or permitted to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 17.7 The Provider shall ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 17.8 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Personal Data.
- 17.9 The Provider must not engage any third party to process the Customer User Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor. The Provider shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 18.
- 17.10 As at the Effective Date, the Customer hereby grants the Provider a general written authorisation to engage sub-processors with respect to Customer User Personal Data.
- 17.11 Each party shall provide reasonable assistance to the other to assist with compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments, responding to requests of a data subject exercising their rights under Data Protection Laws and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at

the request of the Customer pursuant to this Clause 14.11.

17.12 The Provider must notify the Customer of any Personal Data breach affecting the Customer User Personal Data without undue delay and, in any case, not later than 36 hours after the Provider becomes aware of the breach.

17.13 The Provider shall make available to the Customer such information as it believes it reasonably necessary to demonstrate the compliance of the Provider with its obligations under this Clause 14 and the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer.

17.14 The Provider shall, at the choice of the Customer, delete or return all of the Customer User Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law, regulation or policy requires storage of the relevant Personal Data.

17.15 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under these Conditions, then the parties shall use their best endeavours promptly to agree such variations to these Conditions as may be necessary to remedy such non-compliance.

18. Warranties

18.1 Each party warrants to the other that:

- (a) they have the legal right and authority to enter into these Conditions and to perform their obligations under these Conditions; and
- (b) they will comply with all applicable legal and regulatory requirements applying to the exercise of their rights and the fulfilment of their obligations under these Conditions.

18.2 The Provider warrants to the Customer that:

- (a) it has or has access to all necessary know-how, expertise and experience to perform its obligations under these Conditions;
- (b) the Platform and Hosted Services will conform in all material respects with the Hosted Services Specification;
- (c) the Hosted Services will be materially free from Hosted Services Defects;
- (d) the application of Updates and Upgrades to the Platform by the Provider will not introduce any Hosted Services Defects into the Hosted Services;
- (e) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs;
- (f) the Platform will incorporate security features reflecting the requirements of good industry practice; and
- (g) the Hosted Services do not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

18.3 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with these Conditions infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

- (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure for the Customer the right to use the Hosted Services in accordance with these Conditions.

18.4 All of the parties' warranties in respect of the subject matter of these Conditions are expressly set out in these Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of these Conditions will be implied into these Conditions or any related contract.

19. Acknowledgements and warranty limitations

19.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Conditions, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

19.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Conditions, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

19.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems, nor that it will be compatible with the Customer's hardware.

19.4 The Customer acknowledges that nothing in these Conditions imposes any liability on the Provider in relation to:

- (a) the Customer's hardware (i.e., the Customer's Charge Points) and any problems or liabilities arising in connection with the hardware; nor
- (b) any issues arising as a result of the Customer's or their employees, agents or advisors' provision of inaccurate or incorrect information.

19.5 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under these Conditions or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in these Conditions, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

20. Indemnities

20.1 The Provider shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, reasonable and properly incurred costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any material breach by the Provider of these Conditions (a "Provider Indemnity Event").

20.2 The Customer must:

- (a) upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;
- (b) provide to the Provider all such assistance as may be reasonably requested by the Provider in relation to the Provider Indemnity Event;
- (c) allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Provider Indemnity Event; and
- (d) not admit liability to any third party in connection with the Provider Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Provider

Indemnity Event without the prior written consent of the Provider, and the Provider's obligation to indemnify the Customer under Clause 21.1 shall not apply unless the Customer complies with the requirements of this Clause 17.2.

20.3 The Customer shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, reasonable and properly incurred costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any material breach by the Customer of these Conditions (a "Customer Indemnity Event").

20.4 Each party must:

- (a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the other party with reasonable detail (to the extent held by the notifying party);
- (b) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event but the Customer must take into account the reasonable observations of the Provider; and
- (c) not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer, without prejudice to the Customer's obligations under Clause 21.3.

20.5 The indemnity protection set out in this Clause 17 shall be subject to the limitations and exclusions of liability set out in these Conditions.

21. Limitations and exclusions of liability

21.1 Nothing in these Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

21.2 The limitations and exclusions of liability set out in this Clause 18 and elsewhere in these Conditions:

- (a) are subject to Clause 18.1; and
- (b) govern all liabilities arising under these Conditions or relating to the subject matter of these Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Conditions.

21.3 The Provider shall not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

21.4 The Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings.

21.5 The Provider shall not be liable to the Customer in respect of any loss of revenue or income.

21.6 The Provider shall not be liable to the Customer in respect of any loss of use or production.

21.7 The Provider shall not be liable to the Customer in respect of any loss of business, contracts or opportunities.

21.8 The Provider shall not be liable to the Customer in respect of any loss or corruption of any data, database or software; providing that this Clause 18.8 shall not protect the Provider

unless the Provider has fully complied with its obligations under Clause 8.3 and Clause 8.4.
21.9 The Provider shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

21.10 The aggregate liability of the Provider to the Customer under these Conditions in respect of any event or series of related events shall not exceed the total amount of Charges paid and payable by the Customer to the Provider under these Conditions in the 12-month period preceding the commencement of the event or events.

22. Force Majeure Event

22.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under these Conditions that obligation will be suspended for the duration of the Force Majeure Event.

22.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under these Conditions, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

22.3 A party whose performance of its obligations under these Conditions is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

23. Termination

23.1 Either party may terminate these Conditions by giving to the other party not less than 90 days' written notice of termination, expiring at the end of the Minimum Term or each Renewal Term thereafter.

23.2 Either party may terminate these Conditions immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of these Conditions, and the breach is not remediable;
- (b) the other party commits a material breach of these Conditions, and the breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches these Conditions (irrespective of whether such breaches collectively constitute a material breach).
- (d) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (e) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (f) an order is made for the winding up of the other party, or the other party passes a

resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under these Conditions); or

(g) if that other party is an individual:

(vi) that other party dies;

(vii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(viii) that other party is the subject of a bankruptcy petition or order.

23.3 The Provider may terminate these Conditions immediately by giving written notice to the Customer if:

(a) any amount due to be paid by the Customer to the Provider under these Conditions is unpaid by the due date and remains unpaid upon the date for at least 10 days' following demand; or

(b) the Customer transfers ownership of a material part of their business, or there is a change in beneficial or legal ownership of the Customer.

23.4 These Conditions may only be terminated in accordance with its express provisions.

24. Effects of termination

24.1 Upon the termination of these Conditions, all of the provisions of these Conditions shall cease to have effect, save that the following provisions of these Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely):

Clauses 1, 4.10, 9, 12.2, 12.4, 13, 14.1, 14.3, 14.4, 14.5, 17, 18, 21, 24, 25, 26, 27, 28.1, 28.2, 29, 30 and 31.

24.2 Except to the extent that these Conditions expressly provide otherwise, the termination of these Conditions shall not affect the accrued rights of either party.

24.3 Within 30 days following the termination of these Conditions for any reason:

(a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of these Conditions;

(b) if the Provider has provided SIM Cards to the Customer, the Customer must pay on demand the cancellation fee set out in Schedule 7; and

(c) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of these Conditions,

without prejudice to the parties' other legal rights.

25. Notices

Any notice from one party to the other party under these Conditions must be given by one of the following methods (using the relevant contact details set out in the Platform or otherwise as notified to the other party in accordance with this clause):

(a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

(b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

(c) sent by electronic format such as e-mail.

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

26. Subcontracting

26.1 Subject to any express restrictions elsewhere in these Conditions, the Provider may subcontract any of its obligations under these Conditions, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

26.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

26.3 Notwithstanding the provisions of this Clause 23 but subject to any other provision of these Conditions, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

27. Set Off

The Provider may at any time, without notice, set off any liability of the Customer to the Provider against any liability of the Provider to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Conditions. Any exercise by the Provider of its rights under this clause shall not limit or affect any other rights or remedies available to it under these Conditions or otherwise.

28. Assignment

28.1 The Customer hereby agrees that the Provider may assign, transfer or otherwise deal with the Provider's contractual rights and obligations under these Conditions.

28.2 The Customer may not assign, transfer or otherwise deal with the Customer's contractual rights and obligations under these Conditions without the Provider's prior written consent.

29. No waivers

29.1 No breach of any provision of these Conditions will be waived except with the express written consent of the party not in breach.

29.2 No waiver of any breach of any provision of these Conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of these Conditions.

30. Severability

30.1 If a provision of these Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

30.2 If any unlawful and/or unenforceable provision of these Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

31. No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

32. Third party rights

32.1 These Conditions is not for the benefit of the parties and is not intended to benefit or be

enforceable by any third party.

32.2 The exercise of the parties' rights under these Conditions is not subject to the consent of any third party.

33. Variation

33.1 These Conditions may not be varied except in accordance with this Clause 28.

33.2 The Provider may vary these Conditions and any schedules to it or documents referred to in it by giving to the Customer reasonable notice of the proposed variation.

34. Entire agreement

34.1 The main body of these Conditions and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of these Conditions, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

34.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into these Conditions.

34.3 The provisions of this Clause 29 are subject to Clause 18.1.

35. Law and jurisdiction

35.1 These Conditions and these Conditions shall be governed by and construed in accordance with the law of England and Wales.

35.2 Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under these Conditions.

36. Interpretation

36.1 In these Conditions, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

36.2 The Clause headings do not affect the interpretation of these Conditions.

36.3 References in these Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

36.4 In these Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Schedule 1 (HOSTED SERVICES PARTICULARS)

1. Set Up Services

The set-up services include all elements of connecting the electric vehicle Charge Points to the Solnet EVOS cloud-based management system:

- Connecting Electric vehicle Charge Points to the Solnet EVOS cloud-based management system.

- Setting up itemized RFID cards/fobs for users where required.
- Setting up Customer manager users on the Solnet EVOS platform with Admin account(s).
- Setting up customization of each charge point and group including reservation preferences, driver alert preferences, parking times after charging process finished.
- Setting up payment systems.

2. Specification of Hosted Services

The Solnet EVOS platform operates via the OCPP communication protocol which can connect to any compliant charging device regardless of brand.

The platform is able to be viewed from any smart enabled device and has a hierarchy system to give different levels of access to owners, operators, asset managers or service technicians.

[Graphic: Image showing the Solnet EVOS platform interface hierarchy: Superuser (Provider), Admin (Customer), EV Driver (End User)]

The 3 main management/user levels are:

Superuser

The Superuser level is reserved for the Solnet EVOS team and is the highest level of access.

Admin

Each group will be allocated an Admin, who will have advanced system functionality privileges to add/create and edit certain functions. The Customer will need to allocate a user to be granted this level of access.

EV Driver (End Users / Fleet Drivers accounts)

The EV Driver level is for the general user of the charge point (usually a person driving an electric vehicle) and allows only basic user functions with only rights to edit their own profile and use the Charge Points to charge their vehicles.

The Solnet EVOS platform is hosted on dedicated, high-availability servers within secure, UK-based data centres. The main database and application servers are configured for resilience with real-time replication, and automated backups are performed daily, with archives stored in geographically separate locations. A secondary backup can be configured to the client's servers upon request.

Functions of the platform include:

- Driver App (Google Play and App Store)
- Automated Alerts & Notifications
- Integrated Payment Gateway
- Comprehensive Payment Management
- Automated Payment Receipts
- Real-time Network Overview Dashboard
- Advanced Network Analytics & Reporting
- Open API Capability for 3rd Party Integration
- Google Map Interface with Live Status
- Flexible Charging Fee Management (kWh, Time, Session)
- OCPP 1.5 & 1.6 Compliant
- Granular Charge point Remote Control

- End-to-End HTTPS Encryption
- OAuth 2.0 Login Security
- Dedicated Telephone and E-mail Service Desk
- Secure VPN Connection (subject to connection route)
- Charge Group & User Group Management
- Custom Reports - including OZEV compliance reporting
- RFID Card Management (BMS cards supplied by customer)
- Digital Site Information & Documentation Locker

Additional Works (if Required)

Additional works can be provided, on request, subject to additional charges to be confirmed by the Provider at the time of the request:

- Onsite commissioning and integration works
- Custom training programs for Customer's personnel

Schedule 2 ACCEPTABLE USE POLICY

(Content remains identical to the original Solnet EVAcceptable Use Policy, with all references to replaced with "Solnet EVOS" or "Solnet Consultants Limited", and "www.solnetiot.com".)

Schedule 3 (AVAILABILITY SLA)

(Content remains identical to the original Solnet EVAvailability SLA.)

Schedule 4 (MAINTENANCE SLA)

(Content remains identical to the original Solnet EVMaintenance SLA.)

Schedule 5 (SUPPORT SLA)

(Content remains identical to the original Solnet EVSupport SLA, with updated contact methods referencing Solnet.)

Schedule 6 (DATA PROCESSING DETAILS)

1. **Subject-matter of processing:** Customer data, Customer User data and End-User data
2. **Duration of the processing:** The term of this contract
3. **Nature and purpose of the processing:** For the provision of the Services to Customer, Customer Users and End-Users
4. **Type of Personal Data:** Contact details (name, email, phone, and address), financial data (as required), and location data.
5. **Categories of Data Subjects:** Customers, Customer Users, End-Users.
6. **Processing instructions:** As set out in the Agreement.
7. **Authorised Sub-Processors:** [e.g., Stripe, Amazon Web Services, Twilio]. *(To be confirmed by Solnet's legal/ops team)*

Schedule 7 SIM CARDS

(Content remains identical to the original Solnet EVSIM Cards schedule, with all references to "Solnet EVOS" and support@solnetiot.com.)

Schedule 8 WEBSHOP PURCHASES

(Content remains identical to the original Solnet EVWebshop Purchases schedule, with all references to "Solnet EVOS" and support@solnetiot.com.)

Schedule 9 ROAMING (CUSTOMER AS A CHARGE POINT OPERATOR)

(Content remains identical to the original Solnet EVRoaming schedule.)

Contact

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(Note: All placeholders like [5] in clause 3.1 have been kept as-is, assuming they will be correctly populated during the final contract generation. The sub-processors in Schedule 6 should be reviewed and completed by Solnet.)