

# APPENDIX 3: VIRTA GROUP, GENERAL TERMS AND CONDITIONS, v2.0

## SOLUTIONS, May 23

### GENERAL TERMS AND CONDITIONS

#### 1 Scope and Application

- 1.1 The provisions set out in his Appendix ("General Terms and Conditions") shall apply to the Agreement made between Liikennevirta Oy or any its Affiliates ("Virta") and the Customer.
- 1.2 Definitions defined in the Agreement shall apply to the terms and conditions set out in this Appendix.

#### 2 Definitions

- 2.1 **Active Socket** means a charging point that is in active stage or has been active in previous ninety days. The definition of Active Socket does not include any non-commercial charging points.
- 2.2 **Affiliate** means any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by or is under common ownership with a Party, by virtue of a controlling interest of 50 percent or more of the voting rights or the capital, or the right to directly or indirectly control the board of directors, the executive management, corporate policies, or similar.
- 2.3 **Agreement** means Customer's Charging Solution Agreement and its appendices, including without limitation these General Terms and Conditions.
- 2.4 **CPO** means an owner, beneficial owner or operator of Equipment for electric vehicles. The Customer becomes a CPO by registering Equipment to the Service. CPO shall include also a third-party CPO appointed by the Customer under a separate agreement between the Customer and third-party CPO for enabling the use of the third-party CPO's Equipment in the Service.
- 2.5 **Customer** means the contracting party which has entered into contract with Virta by signing the Agreement.
- 2.6 **Electricity Retailer** means the party with whom the Customer has made an agreement to provide electric energy to the Customer's charging stations. The Customer may have agreements with multiple Electricity Retailers, if the Customer operates charging stations on multiple locations.
- 2.7 **Emission-free certified energy source** means energy produced by wind, solar, hydro, geothermal, wave or nuclear generation that is certified with traceable Guarantee of Origin.
- 2.8 **Emission-free renewable certified energy source** means energy produced by wind, solar, hydro, geothermal or wave generation that is certified with a traceable Guarantee of Origin.
- 2.9 **Energy Management** means interrupting or changing the charging rate of an electric vehicle in order to adapt the electric load to external constraints or to provide grid services.
- 2.10 **EV Driver** means an electric vehicle user, which charges at the Customer's charging station.
- 2.11 **Equipment (e.g. charging unit)** means equipment or software embedded in the equipment and used in connection with the Services.
- 2.12 **Grid services** means momentary reduction of charging power or discharging of electric vehicle batteries in order to assist in balancing the power grid.
- 2.13 **Guarantee of Origin** means an energy certificate defined in article 15 of the European Directive 2009/28/EC, which labels electricity produced from renewable sources.
- 2.14 **Intellectual Property Rights** means patents, trade secrets, inventions, trademarks, Internet domain names, service marks, registered or unregistered designs, applications for any of the foregoing, copyright, trade and business names and any other similar intellectual property rights and other proprietary rights in any country and whether such intellectual property rights are registered or unregistered.

- 2.15 **Roaming partner** means a partner to whom Virta sells charging at the Customer's charging station. Roaming partners' EV Drivers are granted access to the Customer's charging stations.
- 2.16 **Service** means the Virta platform and/or its service functionalities/components provided by Virta and its subcontractors to the Customer in accordance with the Agreement and its appendices.
- 2.17 **Service Fees** means fees based on Active Sockets, monthly platform fee and transaction fee as further defined in the Service Quote and/or Service Description.
- 2.18 **Service Description** means the description of the Service or other services to be supplied by Virta to the Customer as set out in Appendix 1 of the Agreement.
- 2.19 **Virta Origin** means the service provided by Virta to procure, transfer and cancel emission-free renewable Guarantee of Origin certificates for the charging electricity on behalf of the Customer.
- #### 3 Platform Service
- 3.1 Virta agrees to provide, or cause its affiliates to provide, to Customer the services listed in the Service Quote (Appendix 2). Virta's obligation to provide the Service is subject to the terms, limitations and conditions set forth in this Agreement and its Appendices.
- 3.2 Virta shall have a in its sole discretion right to change the Service Description from time to time to maintain and develop the Service, provided that such changes do not materially change or deviate from what has agreed on the Service Description. However, the Customer acknowledges and accepts, that the Service is constantly developed and improved, and new functionalities and technical features are added to the Service by Virta without prior notification to the Customer.
- 3.3 Virta or its Affiliate, based on Virta's sole discretion, can be the contractual party concerning the sale of the Platform Service to the Customer.
- #### 4 Customer's Rights and Responsibilities.
- 4.1 Virta shall have a right to provide reasonable instructions to the Customer in order to successfully complete Service as agreed in the Agreement.
- 4.2 The Customer shall be responsible for the Service being suitable for the purpose of use planned or intended by Customer. Customer agrees to perform the tasks it is responsible for as agreed, with due care and in a timely manner.
- 4.3 The Customer shall be responsible for the correctness, timeliness and lawfulness of the data and being valid and in accordance with applicable laws and applicable regulations.
- 4.4 The Customer shall provide Virta with necessary and correct information, which Virta reasonably needs for the performance of the Service and other mutually agreed tasks for which Virta is responsible under this Agreement.
- 4.5 Unless otherwise agreed in the Agreement, The Customer shall be responsible for obtaining all necessary applications, licenses, components, devices and data connections for using the Service.
- 4.6 The Customer shall be obliged to safeguard usernames, passwords and other identifiers created or provided to Customer relating to the Service. Customer shall be responsible for any use of the Service under its identifiers regardless of the identity of the user (including, but not limited to EV Driver). Customer shall be obliged to notify Virta if there is a reason to suspect or believe that an identifier related to the Service has been accessed by an unauthorized third party. The Customer's responsibility for the use of the Service shall continue until Virta has had reasonable time to disable the username, password or other identifier after the Customer's notification.
- 4.7 The Customer shall be obliged to inform its authorized users before the beginning of use of the Service about the rights and obligations set forth in these General Terms and Conditions. The Customer will be

liable for any violation of obligations by its authorized users or by other third parties who violate obligations within the Customer's control.

## **5 Specific terms concerning CPO and Equipment**

- 5.1 CPO shall submit all necessary information to Virta for registering charging stations and Equipment in the Service. CPO shall register its charging and Equipment in Service provided that they comply with Virta's technical requirements set out in the Service Description. However, only charging stations and Equipment located within the Territory (as defined in Customer's Charging Solution Agreement) can be registered to the Service unless otherwise agreed by the Parties in writing.
- 5.2 CPO shall provide Virta the information on which Electricity Retailer is contracted to supply electricity to the charging points connected to the Virta system. If the CPO has contracted multiple Electricity Retailers, then the CPO shall provide Virta information on which charging points are supplied by which Electricity Retailer. CPO shall update Virta if the Electricity Retailer is changed.
- 5.3 Virta is not liable to CPO or Customer for the correctness of the data sent or received by the Equipment delivered or installed by a third party and Virta has the right to remove faulty Equipment from the Service in case the Equipment sends incorrect or corrupted data to the Service until the issue is corrected.
- 5.4 In the event that the Customer has appointed a third party CPO under a separate agreement and mentioned CPO is providing charging service to Virta, the Customer is responsible for ensuring that provisions set out in sections 3.2, 5, 6, 7.4, 10, 12,14-17, 19-22, 24, and 26 are implemented in the agreement between the Customer and CPO for enabling the use of the CPO's Equipment in the Service. In the event CPO fails to comply with the provisions set out in sections listed above, Virta has the right to remove the CPO and its Equipment from the Service without any compensation to the CPO. Virta may provide model clauses to the Customer concerning the sections listed in this section 5.3 to be implemented in the Customer's and CPO's agreement referred herein.
- 5.5 CPO shall make public the Equipment it has registered in the Service available for use by any EV Driver in accordance with the provisions set forth in this Agreement, subject to any capacity being available at the Equipment in question.
- 5.6 The CPO shall maintain at all times during the term of the Agreement the functionality and availability of the Equipment, as well as embedded software and hardware. The CPO shall be responsible for repairing defects or non-availability of any Equipment without undue delay and at no cost to Virta. The CPO is required to disable charging units in case the Equipment is not available or functioning as required. In the event the Customer fails to correct defects in the Equipment or make Equipment available after Virta's written notice thereof, Virta shall have a right to disable the Equipment from the Service.
- 5.7 Customer shall provide charging services to the EV Driver as agreed in the Agreement. Furthermore, Customer accepts and acknowledges that all EV Drivers and all Roaming partners in the Service shall have a right to use Customer's public charging stations.
- 5.8 CPO will provide to Virta all the relevant data relating to the use of the relevant Equipment by EV Drivers without unnecessary delay.
- 5.9 Virta shall provide one self-billing invoice per month for all transactions from Virta to the CPO within 45 calendar days after end of the month in which charging event occurred. Virta shall have a right, but not an obligation, to verify concerning charging events or data and reserves the right to exclude failed transactions as defined in section 10.7.

## **6 Virta Energy Management**

- 6.1 Virta provides Energy Management services for the Customer to optimize the operation of connected charging stations.
- 6.2 The Virta Energy Management services do not provide electrical safety or act as any kind of safeguard against electrical short circuit, critical overload, electrical shock hazard, overheating or electrical fire.

All charging stations and associated hardware must be installed by qualified professionals following all local electrical safety regulations, practices and use of mandatory protective devices. Virta will not assume any responsibility for direct or indirect damages, personal injuries, death, loss of profit or degradation of customer experience due to insufficient electrical safety in installation and/or use of Virta Energy Management services.

- 6.3 The Virta Energy Management services are available for Virta Tier 1 Equipment.
- 6.4 Customer may adjust the charging power limit per Equipment or charging station group, as defined in the Service Description or as instructed by Virta. The Customer is responsible for correct information regarding power limits for individual sites.
- 6.5 Customer may implement Energy Management functionality (e.g. dynamic load management) in the Service as defined in the Service Description. The services and fees related to the Energy Management and its use, and possible revenue sharing model, are described in Service Description.
- 6.6 In the event of power grid imbalance or congestion, Virta reserves the right to enable provision of grid services on customer's chargers. Virta also reserves the right to provide Energy Management services to third parties.

## **7 Virta's Rights and Responsibilities**

- 7.1 In consideration of the fees paid by Customer under the Agreement, Virta agrees to provide the Service and perform the tasks it is responsible for as agreed, with due care and with the expertise the tasks require.
- 7.2 Virta agrees to provide the Service functions in the manner described in this Agreement including any Appendices attached hereto.
- 7.3 The Service and other agreed tasks are performed in accordance with Virta's then current working practices and procedures. Virta may freely change those practices and procedures at its discretion provided that such changes do not cause substantial additional expenses to Customer.
- 7.4 Virta's responsibilities set out in this section 7 shall be effective only to the extent that the Service is used in accordance with this Agreement. Virta shall neither be obliged to correct any defects, errors or failures nor shall Virta be liable to compensate any costs or damages, which result from
- (a) any use of the Service in breach of this Agreement or Virta's guidance;
  - (b) other software, equipment, hardware, component, system, database or other products or any amendment or correction made by Customer or a third party and interlinked directly or indirectly to the Service;
  - (c) defect or malfunction of software, equipment, component, system, database, loss of electricity, data connection, or hardware for which Customer is responsible; or
  - (d) the Service being connected or combined with to any third-party software or product which Virta has not delivered in connection with the Service.
  - (e) Incorrect invoicing data received from Charging Stations
- 7.5 Furthermore, Customer shall not be deemed to be acting on behalf or as an agent of Virta in any respect regarding the Service or otherwise. Additionally, Virta has no liability to the Customer for any breach, defect or omission attributable to any third-party using the Service.
- 7.6 Virta shall have the right to use "Powered by Virta" logo and text within the Service and related material as defined in the Service Description. Virta shall have a right to remove all logos, texts and material bearing Virta's trade name or trademarks (registered or un-registered) from all marketing material, products and services in the event the Agreement is terminated due to the breach of the Agreement due to the reasons attributable to the Customer. Furthermore, in case the Parties have

agreed to co-brand products or services, Customer is liable to remove all logos, texts and material bearing Virta's trade name or trademarks from such products and services at its own cost.

## **8 Sustainability**

- 8.1 Virta promotes that all electricity utilized for EV charging as part of the service is produced using emission-free certified energy sources and traceable with Guarantee of Origin.
- 8.2 When Customer sources emission-free certified energy it shall be responsible to produce the Guarantee of Origin.
- 8.3 Customer shall provide Virta with necessary and correct information showing Guarantee of Origin for the electricity on annual basis.
- 8.4 When using Virta Origin Service, Virta shall have the right to procure Guarantee of Origin certificates on behalf of the Customer. Virta invoices the Customer for the provided Guarantee of Origin certificates according to the pricing defined in the Virta Origin service.

## **9 Customer's Right to Use the Service**

- 9.1 Customer's right to use the Service is limited to the rights expressly granted in the Agreement. Customer is not entitled to transfer or give the right to use the Service or documentation related to Service to any third party, unless expressly otherwise agreed in writing. Customer's right to use the Service and related documentation shall be valid for the term of the Agreement.

In addition to above, Customer shall not:

- (a) commercially exploit or make the Service or documentation related to the Service available to any third party unless otherwise stated on the Service Description or in these general terms and conditions; or
  - (b) make derivative works of or reverse engineer any part of the Service in order to build a similar or competitive product or service.
- 9.2 Virta will endeavour to inform Customer of any material changes in advance, at least thirty (30) calendar days prior to the change becoming effective. The responsibility to inform does not concern urgent changes (e.g. data security updates, hotfixes from third party hardware or component providers or other measures estimated as sudden needs of change by Virta). If the Service materially changes from what has been agreed under this Agreement, Customer shall have a right to terminate the Agreement on giving sixty (60) calendar days' written notice.
  - 9.3 Customer acknowledges and agrees that none of Customer's purchase terms, order terms, or other terms of engagement or business (whether standard or amended) shall be applicable to the subject matter set forth in the Agreement and the terms and conditions of the Agreement shall solely and exclusively govern the Parties' relationship described herein.
  - 9.4 Any EV Driver who receives charging or other services via Virta's Service shall be subject to the separate EV Driver user agreement entered into when registering for Virta's Application and Virta will provide services to EV Driver as described in the Service Description.

## **10 Pricing and payment options**

- 10.1 The pricing options available in the Service for the use of CPO are described in the Service Description. The CPO shall provide all necessary data and information to Virta in order to set up a pricing system for the use of the Customer as defined in the Service Description.
- 10.2 Virta shall buy from the CPO the charging transactions initiated in the locations where the EV Driver by using Equipment in the CPO's charging stations. Virta shall be responsible for selling charging transactions to EV Drivers and Roaming Partners.

- 10.3 CPO shall sell to Virta charging transaction initiated by EV Driver in CPO's charging station.
- 10.4 CPO shall receive one self-billing invoice per month issued by Virta on their behalf in connection with the Service.
- 10.5 Parties have agreed the Customer shall not to issue sales invoices for the EV Driver's charging transactions related to charging transaction described in section 10. The process concerning self-billing invoice is described in the Service Description.
- 10.6 The CPO shall accept invoices raised by Virta on their behalf in connection with the Service.
- 10.7 In the event Virta notices data sent by the CPO's Equipment to be incorrect, Virta has the right to exclude the affected Equipment and billing data therein from the invoice concerning the relevant EV Driver as well as from the self-billing invoice referred to in clause 10.4.
- 10.8 Customer shall be responsible for registering and updating all contact information and other relevant information (including, but not limited to changes in VAT number) required by Virta concerning the CPO by using the Service. Furthermore, the Customer shall notify Virta without delay in case these CPO divests its charging business or part of it or CPO is subject to a similar restructuring.
- 10.9 Virta shall have a right to use third party payment service providers for handling and operating monetary transactions and settlements processed within or in connection with the Service. Furthermore, third party payment service providers have a right to conduct necessary KYC (Know Your Customer) background checks as required by the applicable Anti-Money Laundering legislation.

## **11 Fees and invoicing**

- 11.1 In consideration for the Service, Equipment and other services and products provided under this Agreement, the Customer shall pay such remuneration as agreed in the Service Quote and/or Service Description t. Unless otherwise agreed in writing, Virta's right to invoice for the Service shall begin at the moment when Virta has informed the Customer in writing that Service is available for the Customer..
- 11.2 Virta shall always have the right to change the Service Fees and the prices charged for the Equipment or installation to compensate for inflation rate increases, currency exchange rate fluctuations or due to a legislative or regulatory change (e.g. a tax increase).. Virta shall also have the right to change prices charged for the Service based on other grounds up to a maximum of five (5) percent per year. In the event new services or service components are added to the Service by Virta due to regulatory reasons, not attributable to Virta (including, but not limited to, change in applicable regulation, data security measures, or similar reasonably unforeseen reasons), such additions shall be invoiced from the Customer separately.
- 11.3 If the Service includes a third-party application or product and the third party in question changes its applicable prices, Virta shall have a right to change its prices accordingly. Virta shall use commercially reasonable efforts to notify Customer of such a change at least thirty (30) working days prior to the change becoming effective.
- 11.4 Purchase price of the Equipment shall be subject to a price list in force at the time of purchase of Equipment and the fee will be invoiced upon delivery separately from the Service Fees and installation fees.
- 11.5 The installation fee is invoiced upon completion of the installation and separately from Service Fees and Equipment price.
- 11.6 The payment term for all fees is twenty-one (21) days net and may include an upfront payment(s) if so defined in the Service Quote. Customer shall pay interest at the rate of 7% per month on any accounts more than twenty-one (21) days overdue and shall pay all costs associated with collecting any debt which is more than 21 days overdue.
- 11.7 All payments shall be made in Euros (EUR) or any other currency agreed in the Service Quote. All prices and fees are exclusive of value added tax (or any other taxes or duties), which shall be added to the prices and fees in accordance with the then current and applicable

regulations. The Customer is not entitled to set off or deduct any amounts from the payments, other than withholding taxes imposed on Virta's income.

## **12 Intellectual Property Rights**

- 12.1 Intellectual Property Rights of the Service
- 12.1.1 A Party's ownership of, or any right, title or interest in, any Intellectual Property Rights in an item which exists prior to the signing of the Agreement will not be altered, transferred or assigned by virtue of this Agreement.
- 12.1.2 The ownership, copyright and other rights (including, without limitation, Intellectual Property Rights) arising in the Service and any software or components used in its production shall solely and exclusively vest to Virta or its licensors. In connection with the right of use defined in this Agreement, the Customer shall not obtain any rights relating to the applications, processes, concepts, operations models or their execution solutions included, used by or exploited by the Service.
- 12.1.3 In the event that the Service includes any third-party material or software, including but not limited to, hardware, components, system or standard software, such third-party material or software shall be exclusively subject to the terms and conditions of the licensor or equipment provider of the relevant material or software. Such third-party terms are made part of and incorporated into these General Terms and Conditions by reference.
- 12.2 Customer's Data
- 12.2.1 Customer retains ownership and the intellectual property rights in the data it has submitted and stored in the Service. Customer grants to Virta a right to process Customer's data in order to complete its agreed obligations. Customer shall in every respect be responsible for its data stored in the Service and its processing by the Customer. For the avoidance of doubt this does not apply to owning or processing personal data of EV Drivers.
- 12.3 Virta's Data and Material Relating to the Service
- 12.3.1 Virta retains ownership and shall be exclusive owner data it has stored in the Service or created in connection with providing the Service (excluding Customer Data) and the Intellectual Property Rights in such data shall vest in Virta. This data includes, without limitations, all data created relating to EV Drivers, Equipment and CPO's (for example, but not limited to OCPP data, roaming and other transaction data). Such data is considered as confidential information of Virta. Furthermore, Virta shall have a right, at free of charge, to process, use, disclose and assign statistical and other data (non-personal data), for example POI-data (Point of Interest data e.g. location of a charging station), created when using Virta application or platform.
- 12.3.2 Furthermore, the ownership, copyright and other Intellectual Property Rights of the material belonging and related to or created by the Service (e.g. instructions, manuals etc.) belong and shall vest to Virta or its partners.
- 12.3.3 Customer shall not commercially or in other way exploit data or material included in the Service not belonging to Customer or provide it to any third party for any commercial exploitation.
- 12.3.4 Virta is granted a royalty-free, worldwide, irrevocable, and perpetual right to use and otherwise exploit the material (including right to amend and modify) which has been produced by the Service, arises in connection with the use of the Service, and is based on Customer's data.
- 12.3.5 Virta's and Customer's trademarks, trade names, service marks, and logos, whether or not registered, are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein.
- 12.3.6 Virta may place Customer's trade name, logo and quotes on its Service (e.g. disclosing Customer's trade name in the Virta Application) stationery, catalogues, promotional literature, case studies and advertising material without prior approval from the Customer. Virta may also take and use for commercial purposes pictures and videos from the Customer's installation site and use them as described above,

without separate consent from the Customer. Any other use of the tradename shall be subject to prior written approval by Customer which shall not be unreasonably withheld.

## **13 Subcontractors**

- 13.1 Virta is entitled to use subcontractors when fulfilling its obligations under the Agreement. Virta shall be responsible for the work of such subcontractors in the same manner as for its own.

## **14 Suspension of the Service**

- 14.1 Virta shall ensure that during the term of this Agreement the Service will materially operate in accordance with the Service Description. Virta shall, however, be entitled to suspend the provision of the Service to Customer or interrupt the Services completely or partly due to the following reasons:
- (a) suspension of the Service is necessary for performing repairs or maintenance work in respect of the Service or its part or other similar measures. Where reasonably possible, Virta shall notify Customer of such interruption in advance;
  - (b) Customer has not paid any due payment within twenty (20) calendar days of a written overdue payment reminder;
  - (c) Customer's action, omission or any matter for which it is responsible has caused or causes problems, threat or damage to the Service, Equipment or to the other users (for example, to EV Drivers) of the Service;
  - (d) Virta has reason to suspect that Customer's identifiers related to the Service are unlawfully in a third party's possession and the Service is accessed via such identifiers;
  - (e) according to Virta's reasonable understanding the Service has been used or is used for operations violating the law or applicable regulations;
  - (f) Customer is in breach of its obligations under this Agreement and has not corrected such a breach of contract within seven (7) calendar days from the Virta's written notice specifying the breach.
  - (g) Any suspension of the Service in accordance with this section shall not have an effect on Customer's responsibility to pay the applicable fees in accordance with this Agreement.

## **15 Confidentiality and secrecy**

- 15.1 Parties undertake to keep any documents and information relating to the Agreement, Service (including relating documentation), and any relating technical and business processes, concepts, operation models or their execution solutions confidential, unless otherwise separately agreed in writing, and they are not to be disclosed, given or notified to third parties to any extent without a written consent given by the other Party in advance. Each Party shall be entitled to disclose the other Party's confidential data to its subcontractors on a need to know basis, provided that such subcontractor is bound by confidentiality obligations at least equivalent to those agreed herein. Furthermore, each Party shall always be entitled to hand over the other Party's confidential data by virtue of a court decision, authoritative rule, regulation, or another similar reason.
- 15.2 Notwithstanding the above, the confidentiality obligation shall not concern material or information, (a) generally publicly available or public in other respect, (b) obtained by the Party from a third party without a confidentiality obligation or (c) known to the Party without a confidentiality obligation prior to obtaining it from the other Party or (d) developed by the Party independently without exploiting any material, documents and/or information obtained from the other Party. The confidentiality obligation shall be valid for ten (5) years from the moment the Agreement has terminated.
- 15.3 When the Agreement is terminated, the Party shall immediately cease using any confidential material or information obtained from the other Party and, unless otherwise agreed in writing on the elimination of the material, return the material in question with all copies of such

information. The Party shall, however, be entitled to keep copies of the material required by the law or the authorities.

## **16 Force Majeure**

- 16.1 Each Party shall be released from its contractual obligation and its obligation to pay damages if its compliance with a contractual obligation is prevented or delayed by a cause beyond its reasonable control ("**Force Majeure**") including, but not limited to, unreasonable hardships in fulfilling a Party's contractual obligations, national state of emergency, labour dispute, fire, pandemic, thunder, storm, natural disaster, authoritative rule, damage in cabling caused by a third party, flood and water damage, fluctuation or overvoltage in the power distribution network, a flaw or a disturbance in general data connection, disruption in the supply of energy or another substantial raw material or another unusual cause with similar effects not depending on the affected Party. An event of Force Majeure encountered by a Party's subcontractor will also be regarded as a basis for release if the subcontracting cannot be acquired from elsewhere without unreasonable costs or a substantial loss of time.
- 16.2 In a situation where the delivery of Service hindered or negatively affected by circumstances directly related to the Covid-19 or its variants, it is agreed that the Virta will not be liable therefore and the Parties will agree in good faith of possible amendments and mitigations with a view of securing as little disturbance or interruption to the delivery of Service as reasonably possible.
- 16.3 Virta reserves the right for local EV driver authorization in the event the connection to the charging station is lost due to disturbance in data connection or third-party teleoperator issues. Virta is not liable for lost revenue due to local authorization.

## **17 Intellectual Property Infringement**

- 17.1 Virta shall at its own expense defend Customer against claims presented against Customer that the Service infringes third party Intellectual Property Rights in the agreed country of delivery provided that Customer promptly notifies Virta in writing of such presented claims and permits Virta to assume exclusive control over the defence or settlement of the claims on behalf to Customer and gives to Virta, at the request of Virta and at Virta's expense, all necessary information and assistance available and the necessary authorisations. Virta shall pay all damages awarded finally in a trial or agreed to be paid to a third party provided that Customer has acted in accordance with the foregoing.
- 17.2 If in the reasonable opinion of Virta the Service a part thereof infringes (or may infringe) third party Intellectual Property Rights in the agreed country of delivery or if such infringement has been finally confirmed in a trial, Virta may at its own expense and discretion either (a) obtain the right to continue use of the Service for Customer; (b) replace the Service with a service that materially complies with the Agreement; or (c) modify the Service in order to eliminate the infringement in such a manner that the Service complies with the Agreement. If none of the above-mentioned alternatives is available to Virta on reasonable terms, Customer shall, at the request of Virta, stop using the Service and return it, if possible.
- 17.3 Virta shall, however, not be liable if the claim (a) is asserted by a company, which exercises control over Customer or which is directly or indirectly controlled by Customer or under common control with Customer; (b) results from alteration or modification of the Service by or for Customer or from compliance with Customer's written instructions; (c) results from use of the Service in combination with any product or service not supplied or approved by Virta in writing.
- 17.4 Virta's liability for infringement of Intellectual Property Rights in the Service shall be limited to this section 17 and this Section 17 shall provide Customer's exclusive remedy for any intellectual property infringements.

## **18 Delivery of Equipment and Warranty**

- 18.1 If Parties have agreed in writing that the provision of the Service includes delivery of Equipment (e.g. charging station) used in connection with providing Service to Customer, the Equipment shall

correspond to what the Parties have agreed in writing in Service Description. Purchase price of the Equipment shall be subject to a price list in force at the time of purchase of Equipment. Virta or its Affiliate, based on Virta's sole discretion, can be the contractual party concerning the sale of the Equipment to the Customer.

- 18.2 Customer is responsible for the installation of the Equipment and relating costs and expenses concerning installation. In case the Parties have agreed in writing that Virta shall install the equipment, Customer shall arrange access for Virta to the installation premises at a time to be agreed by the Parties for the performance of the installation. Customer shall at its own expense arrange the working and storage space necessary for the installation of the Equipment.
- 18.3 Equipment is delivered to Customer subject to Virta limited Business Warranty or the warranty terms defined by the relevant third-party device manufacturer and made available to the Customer by Virta in connection with the delivery.
- 18.4 The delivery term for the Equipment is FCA Virta's designated place (Incoterms 2010) unless otherwise agreed between the Parties in writing. Risk of loss or damage to the Equipment shall pass from Virta to the Customer in accordance with the agreed terms of delivery. The title to the Equipment shall pass to Customer upon delivery.
- 18.5 The Customer is responsible at no cost to Virta for ensuring that the Equipment is in working order and for repairing any defect in the Equipment. Furthermore, Customer must ensure that access to Equipment (including but not limited to charging equipment) is not blocked by any objects and EV Driver is not prevented from using the Equipment in any way.
- 18.6 In any case Virta does not have any responsibility concerning normal wear and tear of the Equipment or the repair of a defect or error attributable to (a) external factors, e.g. accident, fluctuation of electricity or air conditioning, damage caused by weather, fire or water; (b) misuse of the equipment or negligence or failure to follow the instructions for use, maintenance or cleaning of the Equipment; (c) alterations or repairs made by Customer or a third party or the use of out-of specification supplies; (d) failure to comply with the operating environment specifications for the Equipment.
- 18.7 Virta shall be entitled to charge for work related to diagnosing and correction any defect or error on the location of installed Equipment. In addition, Virta shall be entitled to charge Customer for all corrections of defects or errors that are not covered by the warranty. Virta's liability for the defects and errors of the equipment shall be limited to fulfilment of the warranty obligations under this section 18.

## **19 Data Protection**

- 19.1 In providing the Service, Virta shall process the personal data of EV Drivers. For the avoidance of doubt Virta acts as a data controller as defined under the General Data Protection Regulation (EU 2016/679 "GDPR") with respect to such processing.
- 19.2 If Customer obtains through the application programming interface of Virta's system or otherwise data collected by Virta, Customer acknowledges that Customer shall be the data controller with respect to processing of such data undertaken by Customer. Customer warrants that it only accepts receipt from Virta of personal data for which it has a legal basis for its processing and that its processing is in accordance with the applicable data protection legislation including, without limitation, the GDPR. For the avoidance of doubt, neither party is responsible or liable for any processing of personal data the other party undertakes as a data controller.
- 19.3 The parties may mutually agree in writing that Customer will have limited access to the systems of Virta and in such case will enter into a separate data processing agreement ("DPA") regarding processing of personal data in Virta's systems by Customer as a data processor under the General Data Protection Regulation (EU 2016/679 "GDPR"). Such DPA shall only apply to processing of personal data by Customer within Virta's system and any transfer of personal data from Virta's system to Customer is governed by the previous paragraph.

## **20 Indemnity and Limitations of Liability**

- 20.1 The Customer agrees to indemnify and hold harmless the Virta and its officers, directors, employees and resellers (individually an "Indemnified Party" and collectively the "Indemnified Parties") promptly upon demand and from time to time, from and against any and all losses and claims to which any Indemnified Party may become subject insofar as such losses and claims arise out of or in any way relate to or result from (i) any breach of any obligations or covenants of the Customer contained in this Agreement; (ii) any and all costs and expenses incurred by any Indemnified Party in respect of a claim under this Section 20.1; (iii) any claim or proceeding by any third party against the Virta arising out of any act or omission by the Customer. The rights of an Indemnified Party pursuant to this Section 20.1 shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to such Indemnified Party.
- 20.1.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VIRTA BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF ONE MILLION (1 000 000) EUROS.
- 20.1.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VIRTA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO GOODWILL, BUSINESS INTERRUPTION OR LOSS OF PROFITS OR DATA, BUSINESS OPPORTUNITIES, BREACHES, ACTS OR OMISSIONS BY EV DRIVER, CPO OR ROAMING PARTNER.
- 20.1.3 THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

## **21 Transferring the Agreement**

- 21.1 This Agreement may not be transferred or assigned without the consent of the other party. Notwithstanding the foregoing, Virta has, however, the right to transfer this Agreement to an Affiliate or in connection with a reorganization or sale of its business or substantial part of it to a third party (e.g. a merger or a trade sale).

## **22 Termination of the Agreement**

- 22.1 The Agreement shall become effective upon signature by both Parties and shall be in force for the fixed period of three (3) years ("Initial Term") upon signature by both Parties. Thereafter, this Agreement will automatically continue for a renewal period of one (1) year at the time unless terminated by either Party with at least sixty (60) days' written notice prior the expiration of the applicable renewal term. If termination is limited to a part of the Services, the Agreement and any other part remain in effect.
- 22.2 In case Parties have agreed that all or part of the Service defined in Service Description is in force for a fixed term, the Agreement shall remain in force, regardless what has been agreed on section 22.1, until the fixed period has expired or either Party has cancelled the Agreement subject to section 22.3-22.5.
- 22.3 Customer has the right to terminate this Agreement with immediate effect if the Service differs materially from what has been agreed, and Virta has not corrected the matter within thirty (30) days from a written notice from Customer specifying how the Service differs. Customer's termination right under this section requires that the defect is of material importance to Customer and that Virta should have been aware of this. The termination shall be made in writing.
- 22.4 Virta has the right to terminate the Agreement with immediate effect either completely or partly and discontinue the supply of the Service, if: a) Customer has not paid service charges regardless of a written reminder, b) Customer's usage of the Service violates this Agreement and Customer continues those actions violating the Agreement.

- 22.5 Either Party has the right to terminate the contract with immediate effect, if the other Party has: a) been declared bankrupt, went into reorganization proceedings or other insolvency proceedings, or it is otherwise evident that the Party cannot fulfil its financial obligations under the Agreement; or b) substantially violated its obligations under this Agreement and has not corrected the defect within thirty (30) calendar days from receiving a written notice related to it.
- 22.6 Any charges refunded to Customer upon termination of the Agreement shall not accrue interest. If Customer terminates the Agreement other than due to Virta's material breach of this Agreement, any advance payments shall not be refunded.
- 22.7 Upon termination Virta shall remove all charging stations and Equipment of the Customer from the Service without undue delay.
- 22.8 Upon the expiry or termination of this Agreement, the Customer either destroy or return the materials delivered by the Virta to the Customer.

## **23 Termination Assistance**

- 23.1 Upon termination of the Agreement, Virta has a responsibility to reasonably contribute to returning Customer's data. This obligation includes returning Customer's data to Customer in a form being in generic format.
- 23.2 Unless otherwise agreed in writing, the assistance obligation shall expire when Virta has fulfilled its agreed tasks but, in any event, no later than one (1) month from the date of termination of the Agreement.
- 23.3 Virta has a right to charge Customer for services relating to fulfilment of this obligation in accordance with its price list in effect at that time.
- 23.4 The obligation set out in this section shall not be effective where the Agreement is terminated for cause due to a reason attributable to Customer.

## **24 Other Terms**

- 24.1 The Parties acknowledge and agree that the Agreement and a separate work order may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
- 24.2 The provisions set forth in sections 2, 12, 13, 15, 20, 22, 24, 26 these General Terms and Conditions will survive termination or expiration of the Agreement and any applicable license hereunder.
- 24.3 Any notice required under the Agreement shall be given in writing and will be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the Agreement or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached.
- 24.4 No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 24.5 Virta is an independent contractor and nothing in the Agreement will be deemed to make Virta an agent, employee, partner, or joint venture of Customer. Neither party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.
- 24.6 Customer's Charging Solution Agreement, these General Terms and Conditions, Service Description, Data Processing Agreement (if any), Reseller Agreement Customer's Charging Service General Terms and Conditions and Service Quote constitute the entire understanding and agreement between each of the parties with respect to the subject matter covered in the aforementioned documents and supersedes all prior or contemporaneous negotiations, understandings, and agreements, whether written or oral, relating to the subject matter and prevails over any conflicting or additional terms of any quote, order,

acknowledgement, or other communication between each of the parties relating to subject matter during the term of this Agreement.

24.7 Virta reserves the right, at its discretion, to restate, change, modify, add, or remove portions of these General Terms and Conditions from time to time. Customer's continued use of the Service after the posting of changes constitutes a binding acceptance of such changes. Virta will always make reasonable efforts to notify in advance of any changes to these General Terms and Conditions, which may also be posted on Vista's website.

24.8 All notices, requests or demands to be given by either Party to the other under this Agreement must be forwarded, postage prepaid, by registered or certified mail, or by e-mail to the respective Parties as follows:

If to the Virta:

Name: Liikennevirta Oy  
Address: Energiakuja 3, FI-00180, Helsinki, Finland  
Attention: CLO  
E-mail: jyri.lassi@virta.global

If to the Customer: To the address and/or email mentioned in the Charging Solution Agreement.

## **25 Reseller Agreement**

25.1 In the event that the Customer has signed a separate reseller or distributor agreement with Virta concerning the sale of the Equipment subject to the terms and conditions of the reseller agreement, the Appendices 1 and 2 of the Agreement are applicable to sale of the Equipment to Customer's own end-customers.

## **26 Governing Law and Dispute Resolution**

26.1 This Agreement shall be governed by and construed in accordance with the laws of Finland.

26.2 Any dispute arising out of or relating to this Agreement shall be primarily settled by private negotiations between the Parties. If the negotiations do not result in an agreement, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. The number of arbitrators shall be one. The arbitrator shall be nominated by the Arbitration Institute of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki and the language shall be English. Notwithstanding the above, Virta shall always be entitled to bring matters pertaining to undisputed invoice claims to a district court.