

General Terms and Conditions chargeFleet

1. Scope

These General Terms and Conditions ("GTC") form an integral part of the agreement relating to chargeFleet services ("Agreement") between the Customer and autoSense AG ("autoSense"). By signing the Agreement, the Customer confirms that it has read and understood the GTC and accepts the GTC unconditionally.

The GTC shall apply in their respective, currently valid version. The currently valid version of the GTC is available on autoSense's website (<https://www.autosense.ch/agb>). autoSense reserves the right to amend the GTC and the other components of the Agreement (annexes, etc.) at any time. The Customer will be notified of amendments in an appropriate manner (e.g., by e-mail or otherwise). Amendments shall take effect as of the communicated effective date, unless the Customer objects in writing within 14 calendar days of notification of the amendment. If the Customer objects within this period, autoSense shall be entitled to terminate the Agreement with immediate effect, without the Customer being entitled to any compensation or damages as a result. If the Customer has not provided an e-mail address, or if the e-mail address provided is no longer valid, the Customer accepts that notices of amendments may not reach it and accepts all amendments unconditionally.

Conflicting, additional, or deviating terms and conditions of the Customer shall not apply. This shall also apply if autoSense does not expressly object to such terms and conditions.

2. Services of autoSense

2.1. General

autoSense shall provide its services in accordance with the provisions of the Agreement. autoSense is entitled to engage auxiliary persons and third parties to fulfill its obligations. The commencement of services shall be governed by the Agreement. If one or more chargeFleet services cannot be provided as of the commencement date, the commencement date shall be uniformly postponed for all chargeFleet services to the date on which provision of the last of the chargeFleet services begins. The Customer shall have no claim for compensation or damages arising from any delay or postponement of the commencement of services of up to and including 45 calendar days; if the delay or postponement of service provision amounts to 46 or more calendar days, autoSense shall compensate any resulting damage to the extent autoSense is responsible for the delay or postponement.

The use of individual chargeFleet services may be subject to additional, separate general terms and conditions or other terms. By ordering or using a chargeFleet service, the Customer agrees to the terms applicable to that chargeFleet service. The general terms applicable to the chargeFleet service shall apply in their respective, currently valid version. The currently valid version of such general terms is available on autoSense's website (<https://www.autosense.ch/agb>). autoSense reserves the right to amend such general terms at any time. The Customer will be notified of amendments to such general terms in an appropriate manner (e.g., by publication on the website, by e-mail, or otherwise). Amendments shall take effect as of the communicated effective date.

2.2. Refusal of Service and Suspension

autoSense is entitled, at any time and without prior notice, to refuse one or more services (including chargeFleet services) and/or to suspend the access of the Customer, a User, an Administrator, or other

persons of the Customer to one or more chargeFleet services and/or related platforms or apps, and to exclude them from receiving chargeFleet services, if:

- a) the Customer, a User, an Administrator, or a person of the Customer breaches provisions of the Agreement or of the general terms and conditions applicable to chargeFleet services;
- b) the Customer is in arrears with one or more due payments or fails to properly meet its payment obligations;
- c) the Customer, a User, an Administrator, or a person of the Customer acts in bad faith or unlawfully;
- d) the suspension is carried out or requested by the Customer;
- e) a User, an Administrator, or a person of the Customer deletes his/her customer or user account;
- f) the suspension is in the presumed interest of the Customer, a User, an Administrator, or a person of the Customer; or
- g) the suspension is in the legitimate interest of autoSense.

autoSense shall inform the Customer of any refusal of service or suspension.

2.3. Modification of Services

autoSense is entitled, at its own discretion and at any time, to modify, expand, or reduce the chargeFleet services, or individual services thereof, as well as its other services and processes, and to restrict, suspend, or terminate them temporarily or permanently, in whole or in part. autoSense shall inform the Customer of such changes in an appropriate manner (e.g., by publication on the website, by e-mail, or otherwise). In the event of an objectively material reduction of the main functions of the chargeFleet services that adversely affects the Customer, the Customer shall have the right to terminate the Agreement for cause.

3. Responsibilities, Cooperation and Information Duties of the Customer

In order for autoSense to provide its services, autoSense relies on the cooperation of the Customer, the Users and Administrators, and other persons of the Customer. The Customer is responsible for ensuring, and shall ensure, that it, the Users and Administrators, and its other persons create the technical and other requirements and prerequisites that enable it, the Users, the Administrators, and its other persons to use the chargeFleet services, the platforms, apps, and portals associated with the chargeFleet services, and other services of autoSense (e.g., use of chargeable vehicles, use of compatible devices, browsers, and operating systems, internet access, updating of the apps and access media associated with the chargeFleet services, etc.). Likewise, the Customer is responsible for ensuring, and shall ensure, that it, the Users, Administrators, and its other persons provide the information requested, sought, or otherwise useful, and take the actions, and generally create the prerequisites and timely perform the cooperation actions that are necessary or that are requested by autoSense from time to time, so that autoSense can properly provide the chargeFleet services and other services. The Customer acknowledges that it has no claims whatsoever against autoSense if it, Users, Administrators, or its other persons fail to perform, fail to fully perform, fail to truthfully perform, fail to correctly perform, or fail to timely perform the cooperation actions incumbent upon them.

The Customer is responsible for managing its group of Users and its other persons, as well as their user and other accounts associated with the chargeFleet services and/or the platforms, apps, and portals associated therewith. The Customer shall designate to autoSense one or more persons who administer the

platforms, apps, and portals associated with the chargeFleet services on the Customer's side ("Administrator"). The Administrator is responsible, among other things, for managing the group of Users and granting permissions to Users and other persons, and shall determine, within the scope of the respective functionalities of the platforms, apps, and portals, the extent to which such persons are authorized to use the chargeFleet services and the platforms, apps, portals, and functions associated therewith, and which data such persons may access. The Customer acknowledges that it has no claims whatsoever against autoSense arising from or in connection with any use of the chargeFleet services or the platforms, apps, and functions associated therewith, or other services of autoSense, by a person who is not, or is no longer, authorized.

The Customer is responsible for ensuring that the use of the chargeFleet services and other services of autoSense by itself, its Users, Administrators, and other persons complies with applicable law and the Agreement. The Customer shall ensure that it, its Users, Administrators, and other persons handle the materials and components provided by autoSense (e.g., charging cards, etc.) with care and keep them safe, and that they safely store, keep confidential, and do not disclose to third parties the security elements provided or required for the use of the chargeFleet services (e.g., passwords, access information, etc.). The Customer shall notify autoSense immediately of any unauthorized handling, disclosure, or use.

The Customer shall bear all costs incurred by it, its Users, Administrators, and other persons in fulfilling the (cooperation) duties and obligations arising from or in connection with this Agreement. If the Customer, its Users, Administrators, or other persons fail to fulfill, or fail to properly fulfill, their duties or obligations, the Customer shall compensate autoSense for the resulting additional effort at autoSense's then-current standard hourly rates.

The Customer is not entitled to arrange, make, or have made any purchases or expenditures in the name of or for the account of autoSense, or to act in the name of autoSense, make declarations on behalf of autoSense, or otherwise represent autoSense.

The Customer is obligated to promptly notify autoSense of any developments, incidents, and findings that could be relevant to autoSense in connection with the performance of the Agreement or the contractual relationship with the Customer, unless doing so would conflict with statutory, contractual, or officially ordered confidentiality obligations. In particular, the Customer shall promptly notify autoSense, upon discovery, of any failures, malfunctions, interruptions, errors, problems, or complaints relating to the services of autoSense.

4. Compensation and Billing

The Customer shall pay the contractually agreed compensation for the services provided by autoSense. Certain chargeFleet services also include the invoicing, billing, or collection of additional amounts by autoSense from the Customer (e.g., fees or compensation for charging electric vehicles). The Customer shall also pay such additional amounts.

autoSense shall invoice the Customer for the compensation and amounts owed by the Customer. Invoices are payable net within 30 calendar days. Invoice items disputed by the Customer do not entitle the Customer to withhold payment of undisputed invoice items.

Upon the unused expiry of the payment deadline, the Customer shall automatically be in default. In the event of default, default interest of 5% per annum shall apply, and the Customer shall reimburse all damages and costs arising from the default, including in particular collection costs (including the costs of

an external collection agency). If the Customer is in default with one or more payments and fails to meet, or fails to fully meet, its payment obligations even after a single reminder, autoSense may make the provision of further services contingent upon full payment of all outstanding amounts and, at its discretion, upon advance payments or other security, and may suspend the services in whole or in part. The right to terminate the Agreement with immediate effect pursuant to Section 10.1(e) remains reserved.

Services requested by the Customer that do not form part of the services covered by the Agreement, or for which no compensation has been expressly agreed, shall, unless a specific agreement has been made, be invoiced based on actual effort at autoSense's then-current standard hourly rates. Expenses and other outlays shall be borne by the Customer and invoiced separately.

All prices and amounts are exclusive of taxes, levies, and fees. Any taxes, levies, and/or fees imposed on transactions under the Agreement shall be borne by the Customer. If the Customer is required to withhold or deduct any such taxes, levies, or fees from payments under the Agreement, the Customer shall increase the payment by the amount of such withholding or deduction so that, after such withholding or deduction, autoSense receives the amount it would have received in the absence of such withholding or deduction.

5. Ownership and Intellectual Property Rights

5.1. General

Unless expressly agreed otherwise in this Agreement or otherwise in writing, no transfer of ownership or of any proprietary or intellectual property rights of autoSense to the Customer shall take place.

5.2. Right of Use and Intellectual Property Rights

For the duration of this Agreement, autoSense grants the Customer, and, to the extent necessary, its Users, Administrators, and other persons, a limited, non-exclusive, non-transferable, non-sublicensable, personal, and revocable right to use the services of autoSense defined in the Agreement for the purpose intended therefor. The content and scope of this right of use shall be governed by the Agreement and its annexes, as well as by the general terms applicable to the respective chargeFleet service. For services that, under the Agreement, are to be provided only for a specific period of time, this right of use shall be limited to that limited period. All further-reaching rights to or in connection with the services of autoSense, whether existing at the time the Agreement was concluded or created during the term of this Agreement, shall belong to autoSense or its licensors; this shall also apply if the Customer, Users, Administrators, or other persons of the Customer participated in any way in the creation of intellectual property or such rights.

autoSense may use copyrighted or otherwise protected works of third parties (e.g., software), or parts thereof, in providing its services. By using the services of autoSense, the Customer agrees to any usage and license terms applicable to such third-party works or parts thereof.

6. Warranty

6.1. General

autoSense shall provide its services in a professional and careful manner.

However, autoSense makes no warranties, representations, or guarantees whatsoever with respect to the chargeFleet services and the other services of autoSense, or their respective results, in particular not with respect to availability, accessibility, quality, compatibility, security, operation, functionality, freedom from faults or errors, accuracy, or completeness. All services are provided "as is," in the condition in which they

are available at the time. In the event of failures, interruptions, and malfunctions, autoSense shall, within its sphere of influence, use commercially reasonable efforts and the resources and options available to it to provide the services or remedy the malfunction or error, without, however, making any warranties, representations, or guarantees.

Fault analyses, recommendations, and remedies requested by the Customer shall be invoiced based on actual effort at autoSense's then-current standard hourly rates.

6.2. Warranty for Data and Information

autoSense strives for a high quality of the information, data, and content made available to the Customer as part of the services, as well as of the information, data, and content displayed in the various platforms, apps, and portals, but makes no warranties, representations, or guarantees whatsoever, in particular not with respect to their completeness, quality, accuracy, freedom from errors, usability, currency, security, appropriateness, or fitness for particular purposes. In particular, autoSense reserves the right to unavailability, price changes, deviations, and errors. The use of the information, data, and content is at the Customer's own risk.

6.3. Warranty of Title

autoSense warrants that its services do not infringe any third-party intellectual property rights in Switzerland.

If, based on an infringement of intellectual property rights alleged by a third party in connection with the services of autoSense, the Customer's use of the contractually owed services is rendered wholly or partially impossible or is prohibited (including by way of interim measures), the Customer shall notify autoSense thereof in writing within 5 calendar days. Provided that the Customer gives timely notice and provides reasonable support, autoSense shall, at its own discretion, either modify its services so that they do not infringe any third-party intellectual property rights while retaining substantially the same functionality, or procure for the Customer, at its own expense, a license from the third party, or contest the third-party claim.

If legal action is brought against the Customer, or interim measures are sought, for alleged infringement of intellectual property rights in connection with the services of autoSense, the Customer shall grant autoSense sole control over the conduct of the proceedings in a timely manner and take all actions necessary to enable autoSense to conduct a reasonable defense. Provided this is done, autoSense shall bear the costs of the proceedings (including reasonable attorneys' fees) and shall, within the limitations of liability set out in Section 7, compensate the Customer for the direct damage resulting from a final judgment against the Customer. The Customer shall forfeit its claims under this warranty against infringement if it withdraws or fails to grant autoSense control over the conduct of the proceedings, in particular if it settles or acknowledges third-party claims, in whole or in part, without the express approval of autoSense, which approval autoSense may not withhold without good cause.

6.4. Warranty of the Customer

The Customer warrants that the materials, means, data, information, and content provided or made available to autoSense do not infringe any third-party rights. If third parties (including authorities, Users, or other persons of the Customer) assert claims against autoSense based on materials, means, data, information, or content of the Customer, the Customer shall fully indemnify autoSense (including reasonable attorneys' fees) and shall provide and bear the cost of an adequate defense against such claims.

If autoSense has reasonable doubts as to the lawfulness of a current or anticipated use of the services provided by autoSense, autoSense shall have the right to temporarily suspend the relevant services or take other appropriate measures, without incurring any liability therefor. autoSense will promptly inform the Customer thereof.

7. Liability

autoSense shall be liable for direct damages caused intentionally or by gross negligence. Beyond that, any liability of autoSense, on whatever legal grounds, is excluded to the extent permitted by law; in particular, autoSense shall not be liable, to the extent permitted by law, for slight or moderate negligence, for indirect, consequential, reflex, third-party, or defect-related damages or other consequential damages, for loss of profit, pure economic loss, losses, missed opportunities, business interruptions, or unrealized savings, for damages arising from default, delay, or loss of data, or for acts or omissions of auxiliary persons. In no event shall autoSense be liable for unavailability, inaccessibility, disruption of, or errors in the chargeFleet services.

autoSense may use artificial intelligence in providing its services. autoSense assumes no liability whatsoever for data and information generated by artificial intelligence, including decisions and recommendations, in particular not for their appropriateness, correctness, freedom from error, or reasonableness. The decision and responsibility rest solely with the Customer.

Also excluded is any liability of autoSense arising from or in connection with a breach of legal or contractual requirements (in particular data protection, labor law, and road traffic law provisions) by the Customer, its Users, Administrators, or other persons.

Furthermore, autoSense shall not be liable for damages, delays, postponements, or impossibility resulting from circumstances beyond autoSense's reasonable control (including cases of force majeure). If autoSense is unable to fulfill its contractual obligations due to the existence of such circumstances, performance of the Agreement, or the deadline for performance, shall be postponed accordingly. In such a case, the Customer shall have no right to withdraw from the Agreement or to terminate the Agreement for cause.

8. Data Protection

Responsible and lawful handling of data is important to autoSense. autoSense complies at all times with applicable data protection requirements, in particular Swiss data protection law. In order to provide its services, autoSense processes personal data of the Customer, of Users and Administrators, and of other persons of the Customer. The personal data is processed for the purpose of performing the Agreement, fulfilling contractual obligations, maintaining, developing, and preserving the customer relationship, or for customer support.

The Customer undertakes to comply at all times with applicable data protection requirements and to ensure compliance therewith by the Users, Administrators, and its other persons. To the extent legally required, the Customer will enter into a data processing agreement provided by autoSense and will take further actions and precautions to comply with applicable data protection legislation. The Customer is responsible for informing the Users, Administrators, and its other persons about the services of autoSense and the related processing of data concerning them, and for obtaining any consents required in that connection. To the extent the Customer transmits personal data to autoSense, the Customer guarantees compliance with applicable data protection requirements and the existence of valid consent from the data subjects or another equivalent legal basis for the lawful collection and processing of data by autoSense.

Further information on the handling of personal data and on the rights of data subjects affected by the data processing can be found at <https://www.autosense.ch/datenschutz>.

9. Confidentiality

The parties undertake to keep confidential, vis-à-vis third parties, the content of this Agreement as well as any information received from the other party in connection with the Agreement, unless such information is already publicly known without a breach of this obligation by the disclosing party. Users, Administrators, companies affiliated with a party, and their and the party's own employees, corporate officers, and advisors shall not be considered third parties for this purpose; however, disclosure of information to such persons shall be limited to what is necessary (need-to-know basis). Disclosure of information pursuant to mandatory statutory provisions or a final and binding court or administrative decision remains reserved.

autoSense is entitled to use the Customer's name and logo, as well as the services of autoSense used by the Customer, for reference purposes.

10. Entry into Force, Term, and Termination

10.1. General

The entry into force, the term of the Agreement, and the ordinary termination options are governed by the Agreement. The right to extraordinary termination for cause with immediate effect remains reserved.

In particular, the following shall constitute good cause entitling autoSense to terminate the Agreement with immediate effect:

- a) the occurrence of circumstances, events, or conditions that render continuation of the Agreement unreasonable for autoSense, in particular the continued or repeated breach of material contractual obligations by the Customer, a User, an Administrator, or another person of the Customer (e.g., repeated breach of the payment obligation or repeated default with due payments). If a breach of contract is capable of being remedied, autoSense shall issue a written or e-mail warning regarding the breach and grant a period of at least 30 calendar days to remedy it before giving notice of termination;
- b) the opening of bankruptcy or composition proceedings against the Customer;
- c) the registration of the Customer's liquidation or dissolution in the commercial register;
- d) the Customer's objection to an amendment of the GTC or of components of the Agreement (see Section 1);
- e) default with one or more due invoices for more than 60 calendar days;
- f) use of a service of autoSense for a purpose not intended, or use of the services of autoSense not in accordance with the Agreement, by the Customer, a User, an Administrator, or another person of the Customer;
- g) the occurrence of circumstances, events, or conditions that could jeopardize or hinder the enforcement of autoSense's rights (including relocation of the registered office abroad);
- h) the provision of incomplete or untrue facts or information, or the concealment of facts or information, the knowledge of which would have caused autoSense not to enter into the Agreement; or

- i) the Customer's refusal to disclose facts and information that autoSense requires to fulfill statutory or regulatory obligations.

In particular, the following shall constitute good cause entitling the Customer to terminate the Agreement with immediate effect:

- j) the occurrence of circumstances, events, or conditions that render continuation of the Agreement unreasonable for the Customer, in particular the continued or repeated breach of material contractual obligations by autoSense. If a breach of contract is capable of being remedied, the Customer shall issue a written or e-mail warning regarding the breach and grant a period of at least 30 calendar days to remedy it before giving notice of termination;
- k) the opening of bankruptcy or composition proceedings against autoSense;
- l) the registration of autoSense's liquidation or dissolution in the commercial register; or
- m) an objectively material reduction of the main functions of the chargeFleet services, provided this adversely affects the Customer (see Section 2.3).

In the event of termination with immediate effect by autoSense pursuant to Section 10.1(a), 10.1(b), 10.1(c), 10.1(e), 10.1(f), 10.1(g), 10.1(h), 10.1(i), or for a reason attributable to the Customer, the Customer shall owe autoSense compensation in the amount of the fees and amounts owed under the Agreement up to the next possible ordinary termination date; further claims for damages by autoSense remain reserved.

10.2. Consequences of Termination

Upon termination of the Agreement, autoSense will promptly cease providing the services and will suspend access to the customer and user accounts associated with the Customer. Upon termination of the Agreement, all rights of use granted under the Agreement shall lapse, to the extent they have not already lapsed or been withdrawn at an earlier point in time. However, the Customer shall remain liable, even after termination of the Agreement, for costs and fees in connection with any use of the chargeFleet services by its Users, Administrators, or other persons after termination of the Agreement. Unless otherwise agreed, the customer and user accounts and the information, data, and content associated with the Customer shall be completely deleted no later than 120 days after termination of the Agreement, provided no legitimate grounds (e.g., statutory retention or documentation obligations, preservation of evidence, etc.) preclude such deletion.

Materials and components provided by autoSense (e.g., charging cards, etc.) may no longer be used after termination of the Agreement.

11. Final Provisions

Notices from autoSense to the Customer may be validly delivered by e-mail to the contact person designated by the Customer (e.g., fleet manager).

The Customer may not transfer or assign the Agreement, or any rights or obligations thereunder, to a third party without prior consent. autoSense may transfer and assign the Agreement, or any rights or obligations thereunder, to companies affiliated with it. The Customer may not set off claims against counterclaims of autoSense.

Should any provisions of the Agreement be or become invalid, in whole or in part, or should the Agreement contain a gap, the validity of the remaining provisions shall not be affected thereby. In place of the invalid

provision, the valid provision that comes closest to the economic and legal intent of the invalid provision shall be deemed agreed.

For ease of readability of the Agreement and its components, only the masculine form (e.g., Customer, User, etc.) is used, and the use of other gender or identification forms is dispensed with; such other forms shall, however, always be deemed included.

The Agreement shall be governed by the substantive laws of Switzerland, to the exclusion of its conflict-of-laws rules and international treaties (in particular the UN Convention on Contracts for the International Sale of Goods and the Hague Convention relating to a Uniform Law on the International Sale of Goods). The exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement is the city of Zurich, District 4, Switzerland. Mandatory statutory places of jurisdiction remain reserved.