

IQ-ube Terms of Use ("Terms of Use")

IQ-ube is a comprehensive sales, order and customer management application which is accessible online and, for certain users, via a mobile application and referred to in these Terms of Use as "**IQ-ube**" or "**Application**". IQ-ube is owned and managed by Alpiq Digital AG ("**Alpiq**"). Alpiq makes the Application available, also on behalf of its Affiliates (as defined below), to (i) suppliers and business partners in connection with the supply and/or installation of e-mobility and energy management products and services (each a "**Partner**"), (ii) the employees of Partners, approved agents or sub-contractors of Partners or other third parties approved by Partners (each individual accessing the Application a "**User**") and (iii) end-customers of Partners and Alpiq that request e-mobility and energy management products and services ("**End-Customer**").

Users may be able to upload, post and edit a variety of content in the Application in connection with sales, orders and customer management, including but not limited to text, reports, drawings, photographs and other materials ("**Content**").

For the purpose of these Terms of Use - if not specifically referred to as Partners, Users or End-Customers - the term "**you**" or "**your**" as used herein means the Partner, the User and the End-Customer (as applicable). The term "**our**" or "**ours**" refers to Alpiq. By using IQ-ube you are agreeing to these Terms of Use and any of our policies, guidelines or rules applicable to IQ-ube posted within the Application or sent to you via email. All such policies, guidelines and rules are hereby incorporated by reference into these Terms of Use.

1 Scope and purpose

Your rights and obligations in relation to the access and use of IQ-ube are defined in these Terms of Use, which are binding for you. Notwithstanding the validity of any separate agreement between Alpiq and Partner, these Terms of Use apply exclusively to your access and usage of the Application. Any supplementary conditions that differ from these Terms of Use or are disadvantageous to Alpiq shall not become a part of these Terms of Use, even if they are not expressly rejected by Alpiq.

Alpiq may amend or update these Terms of Use at any time. Alpiq or Partner will provide you with at least thirty (30) days' notice of amendments to these Terms of Use posted within the Application or sent to you via email.

2 Registration and account

The IQ-ube registration process requires that you provide certain information. Alpiq has the right to accept, cancel or reject any requests for IQ-ube accounts.

You agree to provide true, accurate, current and complete information as required by Alpiq. If you provide any information that is untrue, incomplete, not current or inaccurate, Alpiq has the right to suspend or terminate your account and refuse your current or future use of IQ-ube.

You agree that your account and any rights to it are non-transferable. You are responsible for any activities that take place under your login information. If you become aware of any unauthorized use of your password or account, or any other breach of security, you must contact Alpiq immediately and change your login information. It is up to you to maintain the confidentiality of your login information.

The Partner must inform Alpiq immediately should a User or an End-Customer no longer require access to IQ-ube.

3 Scope of usage rights and suspension of use

IQ-ube may be used for the following purposes and for any other purposes according to a separate agreement between the Partner and Alpiq:

- (i) To process orders in connection with the supply and/or installation of e-mobility and energy management products and services enabled within IQ-ube, operated or provided by the Partner or Alpiq.
- (ii) To view, manage and update orders among the Partner, Alpiq or other partner companies in relation to Alpiq's business activities.

- (iii) To receive, access, manage and update requests for after-sales support where relevant, including but not limited to, maintenance or other on-site service requests.

The scope of access authorization assigned to you shall be according to the specific usage rights allocated to you by Alpiq in these Terms of Use or a separate agreement between the Partner and Alpiq. The Partner is responsible for its Users' use of the Application and shall ensure that all of its Users comply with the obligations under these Terms of Use.

You agree that Alpiq may, under certain circumstances and without prior notice, immediately suspend or terminate your account. Cause for such suspension or termination shall include but is not limited to: (i) a breach or violation of these Terms of Use or other Alpiq policies, guidelines or rules, (ii) your engagement in fraudulent or illegal activity, (iii) unauthorized use of your account, (iv) unexpected technical or security issues, and (v) requests by law enforcement or other government agencies. You also agree that Alpiq will not be liable to you or any third party for any suspension or termination of your account.

4 Right to use IQ-ube

Subject to and conditioned upon your strict compliance with all terms and conditions set forth in these Terms of Use, Alpiq hereby grants to you a non-exclusive, non-transferable, royalty-free (except if otherwise set out in a separate agreement between the Partner and Alpiq), non-sublicensable, revocable, limited right to use and access IQ-ube and the related documentation solely as set forth in this section and subject to all conditions and limitations set forth in these Terms of Use. The Application and the related documentation and any copies made by you (a) will be the exclusive property of Alpiq; (b) will be subject to the terms and conditions of these Terms of Use, and (c) must include all trademark, copyright, patent, and other intellectual property rights notices contained in the original, including but not limited to those of Alpiq, third party service providers or any others. Alpiq reserves all rights in the Application and the related documentation not expressly granted to you here.

5 Technical requirements

The use of IQ-ube requires a PC, tablet, mobile device, or similar (collectively referred to as a "**Connected Device**") with an Internet connection, ideally of 1 Mbs or more. Browsers supported include Chrome, Internet Explorer 10 or higher, Firefox and Safari. The browser must accept encrypted SSL connections and permanent cookies; the standard data protection setting must be set to medium. The unrestricted use of certain applications may require plug-ins or specific browser settings that are independent of IQ-ube requirements. Connected Devices used to access IQ-ube must be equipped with anti-virus software with the latest virus definitions insofar as the technology is available on the market. It is prohibited to access IQ-ube using Connected Devices with firmware or operating systems that have been modified to the extent that usage restrictions imposed by the manufacturer have been removed for reasons other than a firmware or operating system update released by the device manufacturer. All other regulations and security directives as stated within these Terms of Use must be adhered to.

6 Alpiq's responsibilities and disclaimer

Alpiq will use reasonable skill and care in making the Application available to you and in keeping it safe, secure, and error-free, but Alpiq does not guarantee that the Application will always function without disruptions, delays, or imperfections. You use the Application at your own risk and subject to the disclaimers in these Terms of Use.

Alpiq warrants that, to the best of its knowledge, the Application is free from, and Alpiq shall not knowingly or intentionally introduce, software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm ("**Malicious Code**"), provided however, that Alpiq shall not be in breach of its responsibilities if you or any third party introduces Malicious Code.

To the maximum extent permitted by Swiss law and except as set out in this Section 6, Alpiq provides the Application, related documentation and any services relating to the Application to you without warranty of any kind. Alpiq expressly disclaims all warranties, whether express, implied, statutory or arising from course of dealing or performance, including but not limited to warranties of non-infringement or merchantability. Alpiq makes no warranty that the use of the Application is uninterrupted, legal, secure or error free, or that defects will be corrected.

Alpiq is always trying to improve IQ-ube. That means Alpiq may add or remove features and functionalities. IQ-ube may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. Alpiq may discontinue features of the Application and the support for certain Connected Devices at any time, where possible after a notice period of thirty (30) days. Events beyond Alpiq's control may affect the Application, such as events in nature and other force majeure events, including changes in applicable regulation that prohibit or change the use of charging stations for electric vehicles, acts of God, fire, flood, explosion, wars, terrorism, riots, civil disturbances, strikes or other work stoppages or technological change.

7 Your responsibilities

You must access and use IQ-ube only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) IQ-ube in ways that: (i) violate, misappropriate, or infringe the rights of Alpiq, other IQ-ube Users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (ii) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or instigate or encourage conduct that would be illegal or otherwise inappropriate; (iii) involve publishing falsehoods, misrepresentations, or misleading statements; or (iv) impersonate someone. In addition to discontinuance of your access, Alpiq shall have the right to take appropriate administrative and/or legal action, including, and without limitation to, criminal prosecution, as it deems necessary at its sole discretion.

Unless otherwise specifically permitted in these Terms of Use, you shall not (a) copy, modify or create derivative works based on the Application (for the sake of clarity, inputting User or End-Customer Data is not considered a creation of a derivative work); (b) reverse engineer or decompile the Application (except to the extent permitted by Swiss law and only if Alpiq fails to provide permitted interface information within a reasonable period of time after Partner's written request); (c) copy any features, functions or graphics of the Application; (d) access or use the Application except as expressly permitted under these Terms of Use; (e) access or use the Application (i) to send or store material knowingly or intentionally containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (ii) in a manner that interferes with or disrupts the integrity or performance of the Application (or the data contained in the Application); or (iii) to gain unauthorised access to the Application (including unauthorised features and functionality) or its related systems or networks; (f) collect the information of or about our Partners, other Users or End-Customers in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for IQ-ube in an unauthorized manner; (h) distribute or make IQ-ube available over a network where it could be used by multiple devices at the same time, except as authorized through tools Alpiq has expressly provided; (i) remove, delete, alter, or obscure any trademarks or any copyright, patent, or other intellectual property or proprietary rights notices provided on or with IQ-ube, including any copy thereof; or (j) create software or APIs that function substantially in the same way as IQ-ube and offer them for use by third parties in an unauthorized manner.

8 Additional responsibilities of the Partner and its Users

The Partner shall only grant User access to qualified employees and appointed agents, including sub-contractors, with specific responsibilities related to the services provided within IQ-ube. The Partner shall ensure that the User has the required knowledge and skills to work within IQ-ube.

The Partner shall ensure that all Content complies with the requirements in Section 7 and undertakes not to store or make accessible any legally prohibited Content in IQ-ube or to use IQ-ube for the transmission of such Content. The Partner bears the sole responsibility for the Content it stores in or makes accessible via IQ-ube. Alpiq is not obligated to check any Content. Alpiq expressly disassociates itself from any Content made available to third parties.

The Partner is obligated to inform every User in its domain of the content of the Terms of Use and of the obligations that apply within the scope of these Terms of Use. The Partner shall ensure the deactivation of a User's IQ-ube access in case such User is no longer employed by or contractually bound to the Partner or no longer requires access to IQ-ube. Prior to the first usage of IQ-ube all Users must accept the Terms of Use. Subsequently, all Users must accept any updates to the Terms of Use at Alpiq's request.

9 Limitation of Liability

To the fullest extent permitted by Swiss law, in no event will Alpiq or any of the Alpiq Parties (as defined below) be liable for any direct, indirect, special, incidental, or consequential damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages) arising out of or in any way related to the access to or use of IQ-ube or otherwise related to IQ-ube or these Terms of Use, regardless of the form of action (even if Alpiq has been advised of the possibility of such damages and regardless of whether such damages were foreseeable) including as a result of any negligence of Alpiq.

10 Indemnification

To the fullest extent permitted by Swiss law, you will indemnify, defend and hold harmless Alpiq, its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, Affiliates (whereby "**Affiliates**" means, with respect to any person, company or firm any other person, company or firm that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, such person, company or firm. "**Control**" means the ownership of the majority in the general meeting or, in any case, the power to direct or cause the direction of the management and policies of the entity in question whether through ownership of securities, by contract or otherwise), agents, representatives, predecessors, successors and assigns (the "**Alpiq Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your responsibilities or obligations under these Terms of Use; (ii) your violation of these Terms of Use; (iii) your violation of any rights of any other person or entity; or (iv) any dispute between you and any other person using IQ-ube.

11 Intellectual property rights

You acknowledge and agree that IQ-ube and the related documentation are provided as a service and are not sold or donated to you. You do not acquire any ownership interest in IQ-ube or the related documentation or any other rights thereto under these Terms of Use, other than the right to use the same in accordance with the granted right to use and subject to all terms, conditions, and restrictions under these Terms of Use. Alpiq reserves and shall retain its entire right, title, and interest in and to IQ-ube and the related documentation and all intellectual property rights (whether registerable or not) arising out of or relating to IQ-ube and the related documentation, except as expressly granted to you in these Terms of Use.

Alpiq always appreciates your feedback or other suggestions about IQ-ube, but you understand that you have no obligation to provide feedback or suggestions and that Alpiq may use your feedback or suggestions without any obligation to compensate you for them.

12 Confidentiality

You undertake that you and your Affiliates shall treat all technical and commercial information, including reports, drawings, photographs, or similar, made accessible to you by Alpiq or which you otherwise become aware of during the use of IQ-ube as strictly confidential and not to make such information directly or indirectly accessible to third parties without Alpiq's prior written consent.

The preceding confidentiality obligations do not apply to information that demonstrably: (i) was already publicly known at the time of its communication, (ii) became publicly known through no fault of you after it was communicated, or (iii) was made accessible to you by a third party in a legally compliant manner and with no restrictions with regard to secrecy or use.

The preceding confidentiality obligations shall become null and void on expiry of the fifth (5th) year after the cancellation, termination or expiration of these Terms of Use or other agreement governing the use of IQ-ube.

13 Data protection

Alpiq cares about privacy. The Alpiq group privacy policy describes Alpiq's information practices, including the types of information Alpiq receives and collects from you, how Alpiq uses and shares this information, and your rights in relation to the processing of information about you. The privacy policy sets out the legal basis for Alpiq's processing of personal information about you, including the

collection, use, processing, and sharing of such information, as well as the transfer and processing of such information to other countries globally where Alpiq has or uses facilities, service providers, Affiliates, or partners, regardless of where you use or access IQ-ube.

You are responsible for obtaining all necessary rights and permissions to enable, and grant such rights and permissions to Alpiq, and other contractors and sub-processors to use, provide, store and process Content uploaded by you in connection with the Application. This includes making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated information in the Content. If any of the Content uploaded by you requires (i) additional measures pursuant to applicable law; or (ii) requires security measures beyond those specified by these Terms of Use, you will not upload such Content unless these additional measures have been taken.

14 Agreement duration and cancellation

Except as otherwise agreed in a separate agreement between the Partner and Alpiq, you can terminate your relationship with Alpiq regarding IQ-ube at any time and Alpiq may terminate your access to IQ-ube at any time after a notice period of thirty (30) days.

Notwithstanding anything agreed in a separate agreement between the Partner and Alpiq or otherwise stated in these Terms of Use, Alpiq may modify, suspend, or terminate your access to IQ-ube at any time for suspicious or unlawful conduct, including for fraud, or if Alpiq reasonably believes you violate these Terms of Use or create harm, risk, or possible legal exposure for Alpiq, Users, or others.

The following provisions will survive any termination of your relationship with Alpiq: Section 8 (Additional responsibilities of the Partner and its Users), Section 9 (Limitation of Liability), Section 10 (Indemnification), Section 11 (Intellectual Property Rights), Section 12 (Confidentiality), Section 14 (Agreement duration and cancellation), Section 16 (Applicable law and dispute resolution) and such provisions which by their sense and context should survive any termination of the agreement between you and Alpiq under these Terms of Use.

15 Other important information

In the event of any conflict between any other document referenced in these Terms of Use and the Terms of Use, the following order shall apply: (1) the separate agreement between Alpiq or its Affiliates and the Partner, (2) these Terms of Use (excluding any referenced documents) and (3) other documents referenced in these Terms of Use. Any amendment to or waiver of these Terms of Use requires Alpiq's express written consent.

All of our rights and obligations under the Terms of Use are freely assignable by Alpiq to any of our Affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and Alpiq may transfer your information to any of our Affiliates, successor entities, or new owner or assignee. In the event of such an assignment, these Terms of Use will continue to govern your relationship with such third party. You are not permitted to transfer any of your rights or obligations under the Terms of Use to anyone else without our prior written consent.

Except as contemplated herein, the Terms of Use do not give any third-party beneficiary rights.

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be limited to the minimum extent necessary and shall not affect the validity and enforceability of the other provisions of these Terms of Use, and the remaining portion of the Terms of Use will remain in full force and effect.

16 Applicable law and dispute resolution

These Terms of Use shall be governed by the laws of Switzerland. The United Nations Convention on the International Sale of Goods shall not apply.

The courts of Zurich, venue being Zurich 1, Switzerland, will have exclusive jurisdiction over any dispute, controversy or claim arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof.