

INDRA

SALE TERMS AND CONDITIONS

This Agreement

Your confirmation of a quotation and/or order for the Goods the subject thereof is subject at all times to the terms and conditions set out in these sale terms and conditions ("Terms"). You ("You", "Customer" or "Commercial Customer" as further defined below) may not order, buy or use the Goods if You do not agree with the Terms, nor if You are under the legal age or are otherwise incapable or unable to be legally bound by the Terms. Indra may update these Terms from time to time, and immediately upon publication thereby, the updated Terms shall apply.

Please Note:

- (i) Certain Terms below refer specifically to "Chargers" and in such circumstances the applicable provisions shall apply **only** to Chargers and not to any other Good/s.
- (ii) Certain Terms below refer specifically to a "Commercial Customer" and in such circumstances the applicable provisions shall apply **only** to Commercial Customers and not to any Customer not being a Commercial Customer, and who shall therefore not be entitled to rely thereon.
- (iii) **You must be at least 18 years old and a resident of the UK to place an order.**
- (iv) **Your attention is particularly drawn to clauses 7 and 15 of these terms, which sets out important limits and exclusions of our liability to you.**

By ticking the box to order Goods You are agreeing to be bound by these Terms.

1. Interpretation

The following definitions and rules of interpretation shall apply in this Agreement.

1.1 Definitions:

"Agreement"	the quotation and/or Order signed or placed by You together with these Terms.
"API"	any application programming interfaces on Chargers, which together with the Firmware enable the Chargers to be controlled and managed remotely via the internet and/or mobile telecommunications networks and enable the Third Party Provider to securely access and

	send messages to and receive messages from the Chargers.
"App"	the app enabling smart charging services, available to Users in accordance with Schedule 1.
"Business Day"	a day, other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.
"Business Hours"	9am to 5pm on Business Days (9am to 4pm when Business Day is a Friday).
"Charger" or "Hardware Device"	the electric vehicle charger(s) set out in the applicable Order as Goods, which shall be deemed to include all Firmware and the API where applicable.
"Commercial Customer"	a Customer which is not a Consumer.
"Consumer"	a Customer which is a natural person purchasing a Charger (or associated goods or services) for purposes that are wholly or mainly outside of their trade, business, craft or profession.
"Delivery"	completion of delivery of Goods specified in an Order in accordance with clause 4.1.
"Delivery Date"	the date specified for delivery of Goods specified in an Order, being not less than one calendar month in advance of the date of such Order.
"Dongles"	cellular dongles, including sim cards and data allowance from the point of Charger installation.
"Extended Warranty"	such extended warranty period in respect of Chargers as may be purchased by Customer within twelve months of the applicable Chargers' Order date.
"Firmware"	any software incorporated into the Chargers.
"Goods"	the product/s set out in an applicable Order.
"Installation Guide"	the installation guide for the Chargers as updated from time to time by Indra and located at www.indra.co.uk .
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair

	competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world, together in each case with any edits, modifications, iterations, versions, derivations or adaptations thereof.
"Mandatory Policies"	Indra's business policies and codes made available or referred to on the Website, or otherwise as made known to Customer, from time to time.
"Order"	an order for Goods submitted by Customer in accordance with clause 2.
"Order Form"	the form on the Website, by email or hard copy form Indra, whereby the Customer places an Order and agrees to be bound by these Terms.
"Qualified Installer"	a Charger installer who has successfully passed and is still in compliance with Indra installer training (as the same is recorded by Indra and made known to a Customer).
"Prices"	the prices of the Goods as set out in the Order.
"Smart Optimisation and App(s)" Control, Platform	services where Indra or the Third Party Provider instructs and takes control of the Hardware Device to alter its electricity consumption according to the User's requirements.
"Smart Energy Service"	the Smart Energy Service to be provided to Users and which will comprise a Hardware Device, APIs, Firmware on Hardware Devices, Smart Control, Optimisation Platform and App(s) and data connectivity, and each such element to be provided to Users by Indra (including through the Third Party Provider) in accordance with this Agreement.
"Software"	the Smart Control, Optimisation Platform and App(s), the Hardware Device Commissioning Platform , the Firmware and APIs and any software

	proprietary to Indra, the Third Party Provider and/or third parties used to deliver the Smart Energy Service.
"Software Defect"	an error in the Supported Software that causes it to fail to operate substantially in accordance with the Software Specification.
"Software Specification"	the specification of the Supported Software as set out or referred to in the applicable Order or the Website.
"Specification"	the specification of the Goods to the extent set out in an applicable Order.
"Supported Software"	the proprietary software programs (Smart Control, Optimisation Platform and App(s)) of Indra and/or the Third Party Provider and/or third parties used to deliver the Smart Energy Service and utilised under this Agreement (including any new release of all or any part of the software in which previously identified faults have been remedied or to which any modification, revision or update has been made, but does not include any new version (being a new version of software released which provides additional or improved functionality or performance)).
"Third Party Provider"	such supplier of software and/or services as notified by Indra to Customer in writing from time to time.
"VAT"	value added tax chargeable in the UK.
"User"	the end user which has purchased a Charger from Customer and who has consented to Indra or a Third Party Provider taking control of that Charger.
"User Licence"	the licence of the Smart Control, Optimisation Platform and App entered into direct between the User and the Third Party Provider in accordance with Schedule 3.
"User Notification"	a notice sent by Customer to Indra or the Third Party Provider (via the Hardware Device Commissioning Platform, by email or otherwise) pursuant to Schedule 2 notifying them of a User and containing the User's email address, Hardware Device serial number and post code of the User's site.
"Warranty Period"	(i) in respect of Chargers, the period of three to five years, as set out in the applicable Order (or longer if Extended Warranty applies in respect of the

	relevant Chargers) from Delivery of the relevant Chargers; and (ii) in respect of other Goods, such period as is specified in respect thereof on an applicable Order Form, or otherwise published on Indra's website as at the date of such Order.
"Website"	www.indra.co.uk.

- 1.2 This Agreement shall apply to the parties hereto and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provisions.
- 1.4 A reference to **writing** or **written** includes email but not faxes.
- 1.5 Any obligation in this Agreement on a party not to do something includes an obligation not to agree or allow that thing to be done.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Orders

- 2.1 Customer hereby purchases and Indra shall supply such quantities of Goods as Customer may Order on the Order Form, in accordance with the terms and conditions of this Agreement.
- 2.2 No Order shall be deemed to be accepted by Indra until it issues an Order number or (if earlier) Indra notifies Customer that the Order is ready for delivery or collection.
- 2.3 Indra shall assign an Order number to each Order and notify those Order numbers to Customer together with the delivery date by which the Goods specified in an Order will be ready for collection. Each party shall use the relevant Order number in all subsequent correspondence relating to the Order.
- 2.4 Separately, Customer may contract with a Qualified Installer to install Chargers sold thereto by Indra.

3. Quality

- 3.1 The Goods supplied to Customer by Indra under this Agreement shall at the date of Delivery:
 - 3.1.1 conform in all material respects to their Specification;
 - 3.1.2 be free from material defects in material and workmanship;
 - 3.1.3 comply with all statutory requirements, regulations and Laws applicable to the Goods for use in Great Britain at the time of sale; and
 - 3.1.4 be of satisfactory quality and fit for any purpose expressly held out by Indra in the applicable Order.

4. Delivery

- 4.1 Delivery of an Order is completed when Indra places the ordered Goods at Customer's disposal at the Delivery location specified in an applicable Order or as otherwise agreed on an applicable Order. Delivery of an Order shall only take place during Business Hours.
- 4.2 If any Goods which are the subject of an Order do not arrive at the Delivery location by the fifth (5th) Business Day after the Delivery Date then, if the reason for the delay is as a result of any delay or failure by Indra, Indra shall:
 - 4.2.1 properly investigate the delay;
 - 4.2.2 take such remedial action as is necessary and possible to remedy or mitigate the situation and take steps to prevent a reoccurrence of such delay; and
 - 4.2.3 advise Customer of its actions.
- 4.3 If Customer fails to take delivery of an Order on the applicable Delivery date, then, except where that failure or delay is shown at the time to be caused by Indra's failure to comply with its obligations under this Agreement:
 - 4.3.1 delivery of the Order shall be deemed to have been completed at 9.00 am on the applicable Delivery date; and
 - 4.3.2 Indra shall store the Order until actual delivery takes place, and charge Customer for all reasonable related costs and expenses (including insurance).

5. Installation, Connectivity and Dongles

- 5.1 To be able to function correctly, Chargers must in the first instance be correctly and adequately connected to the internet via either:
 - 5.1.1 a wired ethernet or wireless internet connection; or
 - 5.1.2 a Dongle,
- 5.2 in each case in accordance with the Specification. To the extent required, Customer may order Dongles alongside Chargers on an applicable Order.

- 5.3 The parties acknowledge and accept that from installation the Customer is responsible for ensuring the required internet connectivity is in place as required for each Charger to function as anticipated in accordance with an Order and this Agreement, and Indra will not be liable to the Customer under this Agreement in respect of any aspects of the warranty which require internet connectivity relating to the relevant Charger, including whether to maintain functionality of the Chargers.

6. Branding

- 6.1 Chargers will display Indra branding save where mutually agreed by the parties on an applicable Order (including any costs associated therewith).
- 6.2 Without prejudice to the above, the proposed publication, display or use of the Indra name, logo and/or trademarks, including without limitation in respect of any Indra Chargers, by or on behalf of Customer, shall at all times be in compliance with Indra brand guidelines as published from time to time, and in any event require the approval of Indra via mailbox marketing@indra.co.uk.

7. Acceptance and defective Chargers

- 7.1 This clause 7 does not apply in relation to Software.
- 7.2 Customer may reject any Chargers delivered to it that do not comply with the description on the Order Form, solely provided that:
- 7.2.1 notice of rejection is given to Indra within five Business Days of discovery of the defect by emailing sales@indra.co.uk;
- 7.2.2 damage or loss to a Charger caused by or in the process of the transport and/or delivery thereof shall be deemed accepted save where the same is clearly identified by Customer and Indra is notified by emailing sales@indra.co.uk within 5 Business Days of Delivery thereof; and
- 7.2.3 none of the events listed in the Warranty Statement ("*What isn't covered by this warranty?*") apply.
- 7.3 If Customer fails to give notice of rejection in accordance with clause 7.2, it shall be deemed to have accepted the relevant Chargers.
- 7.4 If following acceptance and during the Warranty Period Customer identifies that the Chargers do not comply with the provisions of clause 3.1, the provisions of the Warranty Statement (<https://www.indra.co.uk/support/>) and the following provisions of this clause 7 shall apply.
- 7.5 If Indra, following investigation, determines the Charger to be in breach of the provisions of clause 3.1 then Indra shall:
- 7.5.1 at Indra's option, either supply additional Chargers to Customer to replace the defective Chargers or repay the price of the defective Chargers in full; and

- 7.5.2 (in respect of a Commercial Customer only) make a payment of £75 (Exc VAT) towards the costs of CLIENT incurred in returning the defective Charger and installing the replacement Charger.

Once Indra has complied with clauses 7.4 and 7.5, it shall have no further liability to Customer for the rejected Chargers' failure to comply with clause 3.1 or a warranty claim pursuant to clause 7.4.

- 7.6 To compensate Indra for the costs involved in testing and investigating returned Chargers, whether or not found to be defective, title and risk to all Chargers returned to Indra will revert to Indra.
- 7.7 The terms of this Agreement shall apply to any repaired or replacement Chargers supplied by Indra, provided that such repaired or replacement Chargers shall only be warranted for the remainder of the unexpired warranty term for the defective Charger as set out in the Warranty Statement.

8. Commercial Customers only - Support and training

- 8.1 The parties' respective responsibilities for support on issues experienced during the installation of Chargers and/or Supported Software shall be as set out in Schedule 2.
- 8.2 Indra will provide 'installer training' to Customer personnel on a regular basis, either in person at Indra or Customer's premises, a suitable third-party site or remotely, in each case as agreed in writing between the parties. Installer training is designed to enable personnel of Customer to install the Chargers in accordance with the Specification. Should subcontractors of Customer require training, this will be as agreed with Indra and at additional cost.
- 8.3 As part of the installer training, Indra will provide a "train the trainer" service, allowing Customer personnel to be trained to provide installation training to their teams.
- 8.4 The training to be provided by Indra in accordance with this clause 8 shall not exceed 1 day per month remote training and 1 day per Contract Year in person training. Additional training is available at Customer's cost, subject to prior written agreement between the parties.

9. Title and risk

- 9.1 Risk in Goods shall pass to Customer on Delivery.
- 9.2 Title to Goods shall not pass to Customer until Indra receives payment in full (in cash or cleared funds) for the relevant Goods.
- 9.3 Until title to Goods has passed to Customer, Customer shall:
- 9.3.1 store those Goods separately from all other goods held by Customer so that they remain readily identifiable as Indra's property;
- 9.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to those Goods;

- 9.3.3 maintain those Goods in satisfactory condition (and in any event no worse than that upon Delivery) and keep them insured for their full price against all risks with an insurer that is reasonably acceptable to Indra. On request Customer shall allow Indra to inspect those Goods and the insurance policy; and
- 9.4 At any time before title to the Goods passes to Customer, Indra may require Customer to deliver up all the Goods in its possession and if Customer fails to do so promptly, enter any premises of Customer or of any third party where the relevant Goods are stored in order to recover them.
- 9.5 Title to defective Chargers shall revert to Indra in accordance with clause 7.8.
- 9.6 For the avoidance of doubt, all Software is licenced only in accordance with the relevant terms of this Agreement and no title to Software shall transfer under this Agreement.

10. Product recall

- 10.1 If Customer is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Chargers from the market (including where made known by Indra) (**Recall Notice**) it shall immediately notify Indra in writing enclosing a copy of the Recall Notice.
- 10.2 Unless required by law, Customer may not undertake any recall or withdrawal without the written permission of Indra and only then in strict compliance with Indra's instructions about the process of implementing the withdrawal.
- 10.3 If at any time Customer becomes aware of critical issue with the Charger that may cause a risk of, or actual death or injury to, individuals or property damage, Customer will immediately notify Indra. Indra will then, at its cost and expense, investigate the same, and determine whether in fact such risk is likely (**Critical Risk**).
- 10.4 In the case of a Charger being subject to a Recall Notice or Critical Risk, it shall be treated as subject to a defect pursuant to clause 7 above, and the rights and remedies available to Customer in this Agreement shall apply thereto.

11. Prices

- 13.3 The Prices are inclusive of the Software licence fees, costs of packaging and insurance, and the costs of carriage and freight are as set out separately in the applicable Order.

12. Terms of payment

- 12.1 Indra shall be entitled to invoice Customer for each Order on or at any time after Delivery.
- 12.2 To the extent not expressly set out in an applicable Order, Customer shall pay invoices in full and in cleared funds as follows within 30 days of the date of invoice of the

ordered Goods. Payment shall be made to the bank account nominated in writing by Indra from time to time.

- 12.3 If Customer fails to make a payment due to Indra by the due date, then, without limiting Indra's remedies generally, Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 12.4 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). All payments payable to Indra under this Agreement shall become due immediately on its termination or expiry. This clause 12.4 is without prejudice to any right to claim for interest under the law or under this Agreement.

13. Compliance with laws and policies

- 13.1 In performing its obligations under this Agreement, Customer shall comply with:
 - 13.1.1 all applicable laws, statutes, regulations and codes from time to time in force; and
 - 13.1.2 the Mandatory Policies (if any).
- 13.2 Indra may terminate this Agreement with immediate effect by giving written notice to Customer if Customer commits a breach of clause 14.

14. Software and Intellectual Property

- 14.1 **General.** All Software and the Intellectual Property rights therein provided in connection with this Agreement is licensed only and no title or rights in respect of any Software transfer to Customer or any third party.
- 14.2 **Firmware and API.** The Firmware and API is incorporated into the Chargers and Indra hereby grants to Customer and each User a non-exclusive, non-transferable, revocable licence for the term of this Agreement (but not further) to use the Firmware and API as part of the Chargers for the Term and solely in accordance with the terms of this Agreement.
- 14.3 **Smart Control, Optimisation Platform and App.**
 - 14.3.1 In order to receive full functionality for each Charger, Customer hereby acknowledges that each User shall maintain an active subscription to the Smart Control, Optimisation Platform and App. Failure to maintain an active subscription to the Smart Control, Optimisation Platform and App means that Chargers will not have full functionality.
 - 14.3.2 Customer shall in addition acknowledge that each User licenses the Smart Control, Optimisation Platform and App direct from Indra or the Third Party Provider in accordance with the applicable provisions of Schedule 3.

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- 14.4 **Hardware Device Commissioning Platform.** Indra (or where applicable, Third Party Supplier) shall permit Customer access to and the right to use the Hardware Device Commissioning Platform for the purpose of installing the Chargers for Users in accordance with and for the term of this Agreement.
- 14.5 Customer shall not (and shall endeavour to ensure that the Users shall not):
- 14.5.1 attempt to copy, modify, duplicate, create derivative works from, republish, distribute or otherwise make available to any third party (save for a User in accordance with this Agreement) all or any portion of the Software in any form or media or by any means;
 - 14.5.2 attempt to decompile, disassemble or reverse engineer all or any part of the Software;
 - 14.5.3 access all or any part of the Software in order to build a product or service which competes with Indra or the Third Party Provider;
 - 14.5.4 use the Software to provide services to third parties; or
 - 14.5.5 exploit (commercially or otherwise), or otherwise make available the Software available to any third party.
- 14.6 The rights provided under this Agreement are granted to Customer only, and shall not be considered granted to any subsidiary or holding company of Customer without Indra's prior written consent.
- 14.7 Indra reserves the right, without liability or prejudice to Indra's other rights, to disable Customer's access to the Software if Customer breaches the provisions of this Agreement.
- 14.8 Indra does not warrant that use of any Software will be uninterrupted or error-free or that the Software and/or the information obtained through the Software will meet Customer's requirements and/or that any third parties will consent or enable the Software to access vehicles software or data.
- 14.9 Indra is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 14.10 Indra and/or any Third Party Provider reserves the right to add, modify and remove functionality to the Software as it sees fit and/or licence alternative Software provided that the functionality is not materially reduced.
- 14.11 Customer agrees to use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, to promptly notify Indra.
- 14.12 Customer shall use reasonable endeavours to prevent any infringement of Intellectual Property Rights in the Software and any related documentation and shall promptly notify Indra of any such infringement that comes to its attention.

15. Limitation of liability

- 15.1 Indra has obtained insurance cover in respect of certain aspects of its own legal liability as set out in this Agreement. The limits and exclusions in this clause reflect the insurance cover Indra has been able to arrange and Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 15.2 References to liability in this clause 15 include every kind of liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 15.3 Nothing in this clause 15 shall limit Customer's payment obligations under this Agreement.
- 15.4 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); (iv) defective products under the Consumer Protection Act 1987; and (v) such rights as may be afforded to Customer under the Consumer Rights Act 2015.
- 15.5 Subject to clause 15.4, each party's total liability to the other party under this Agreement shall not exceed one hundred per cent (100%) of the total Price of the Order paid to Indra.
- 15.6 Subject to clause 15.3 and clause 15.4, Indra shall not be liable to Customer for any Loss of profits, revenues, opportunities, business, anticipated savings, use or corruption of software, data or information, goodwill, or for any indirect, special or consequential damage or loss, even if Indra has been advised of the possibility of any such losses or damages.
- 15.7 Customer acknowledges and agrees that it is responsible for installing the Chargers and accordingly Indra shall have no liability as a result of any failure to properly and safely install the Chargers in accordance with the Installation Guide and all applicable laws and regulations.
- 15.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this Agreement.

16. Assignment and other dealings

Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Indra. Indra may assign, sub-contract, transfer or deal with any of its rights or obligations hereunder at its discretion.

17. Confidentiality and Announcements

- 17.1 Customer shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this agreement) nor without the prior written consent of Indra disclose to any third party (any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to it from Indra and which relates to Indra, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this agreement.
- 17.2 Indra may use the name and trademark of Customer and identify it as a client in any advertising, publicity or similar materials and may reference the services provided hereunder in advertising, publicity or similar materials.

18. Consumer right to cancel

This clause applies **only** to Consumers.

- 18.1 You have 14 days from the delivery date of the Goods to change your mind and cancel your order.
- 18.2 To cancel your order, please email us at sales@indra.co.uk or call us on 01684 770631 or such other number as may be published on the Website from time to time. To help us process your cancellation more quickly, please have your order number ready or include it in the email or cancellation form you send to us.
- 18.3 If you have already received the Goods the subject of your order prior to cancelling in accordance with clause 18.2 above, you must return the Goods to us within 14 days of telling us that you want to cancel your order. The deadline is met if you send the Goods back to us before the 14-day period has expired. We strongly recommend that you get proof of postage. We may withhold the refund until we have received the Goods back from you or until you have provided us with evidence that you have sent the Goods back (whichever is earlier).
- 18.4 The Goods must be returned to us in an unused “as-new” condition and, to the extent possible, in its original packaging. We may make a deduction from the refund amount if you have handled the product in a way that has diminished the value of the Goods, if such handling was beyond what is necessary to establish the nature, characteristics and functioning of the Goods. You are responsible for the Goods while it is in your possession.
- 18.5 We will provide you with a full refund (including basic delivery charges) as soon as possible. If you cancelled before you received your Goods, we will issue the refund no later than 14 days after the day on which you told us that you want to cancel. If you have sent the Goods back to us, we will issue the refund no later than 14 days after the day

we receive it back from you or, if earlier, 14 days after the day you provide us with evidence that you have sent it back.

- 18.6 We will issue your refund to the same payment method you used when you placed your order.

19. Your Consumer Information

Any personal information that you as a Consumer provide to us will be dealt with in line with our **Privacy Policy** available on our website, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

20. Commencement and term

- 20.1 This Agreement shall begin on the Order Form date and shall continue until the third anniversary thereof or the date of termination if earlier.

21. Termination and suspension

- 21.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement on giving not less than 30 days' written notice to the other party.
- 21.2 Without affecting any other right or remedy available to it, Indra may terminate or suspend its obligations under this Agreement with immediate effect if Customer is in breach of any provision relating to the payment of the Price, or otherwise where such breach remains unremedied after 10 Business Days, or becomes insolvent or Indra reasonably believes is about to become insolvent.

22. Survival

- 22.1 On termination or expiry of this Agreement clauses 15,17, 24, 25, 26 and 27 shall continue in force.
- 22.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages for any breach of this Agreement that existed at or before the date of termination or expiry.

23. Force majeure

If either party is prevented from or hindered or delayed in performing any obligations under this Agreement by reason of any circumstances beyond its reasonable control (save for any obligation to make any payments on the due date to the other party), including but not limited to, acts of God, earthquakes, volcanic eruptions, loss at sea, governmental restraints, strikes, labour disputes, war, fire, flood, riot, vandalism, sabotage, cyber-attacks, interference by civil or military authorities, and terrorism, it shall be excused performance to the extent affected by the circumstances concerned.

24. Waiver

A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

25. Entire agreement

- 25.1 This Agreement and any Order (and software contract arising pursuant hereto) constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 25.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Neither party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

26. Third party rights

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999, at common law or otherwise to enforce any term of this Agreement.

27. Governing law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim in respect thereof.

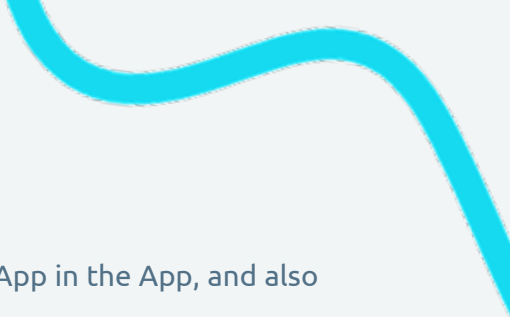
Schedule 1 Software

1. App

- 1.1 Users will need to download the App available on the AppStore and Google Play Store.
- 1.2 On downloading the App, Users will need to agree to the App's Terms and Conditions made available to them from time to time. Users of the App must agree to such Terms and Conditions in order to use the service.
- 1.3 The App will enable Users to perform the following functions:
 - 1.3.1 connect to their Charger;
 - 1.3.2 view the status of their Charger;
 - 1.3.3 control their charging using the App; and
 - 1.3.4 see statistics on usage, including cost, kWh delivered and carbon emissions from the grid.
- 1.4 Third Party Provider (or Indra if applicable) may provide certain additional functionality at its discretion, and reserves the right to charge Users to access this functionality.

2. Hardware Device Commissioning Platform

- 2.1 Customer can use Indra's website or functionality to connect Chargers to the Smart Charging Platform. This will perform the following functions:
 - 2.1.1 test that the Charger can connect to the Smart Charging Platform, and provide operational feedback as available on the Charger and / or Smart Charging Platform; and
 - 2.1.2 enable Customer to associate a Charger with a User.
- 2.2 The Hardware Device Commissioning Platform will enable Customer to send a User Notification to Indra that a Hardware Device has been installed at a User's site, and to link the Hardware Device with a User. Customer will obtain the User's email address and post code on the platform, and associate with the Hardware Device's serial number. The User can then download the App from the AppStore and / or Google Play Store and use the service with the same e-mail address as specified on the Hardware Device Commissioning Platform.
- 2.3 If for any reason the Hardware Device Commissioning Platform is not available (e.g. for a new make / model of Hardware Device), the User Notification (email address, serial number of the Hardware Device and post code of the User's site) can be registered with Indra by emailing the serial number, and email address of Customer to the email address made known to them from time to time.



3. Documentation

- 3.1 Indra will provide documentation to enable Users to use the App in the App, and also via its Website.
- 3.2 Indra will provide or procure the documentation to enable Customer to use the Hardware Device Commissioning Platform.
- 3.3 The amount of documentation provided to Users and Customer will be at the discretion of Indra.

Schedule 2

Support Services – Commercial Customers only

1. Support Service

1.1 *1st Line Customer Support:* Customer shall be responsible for (and Indra shall have no liability for) the provision of the following support services to its Users:

1.1.1 assisting with queries relating to the installation of Chargers;

1.1.2 assisting with general enquiries in connection with the Supported Software;

in each case in accordance with:

- (i) Indra-provided online tools to assist the Customer in providing that support – the “**Operations Console**”, which utilises the visibility of installed devices, their status, ability to set certain device and Customer variables (if any);
- (ii) the training provided to Customer in accordance with clause 10 of this agreement; and
- (iii) any diagnostic flows and troubleshooting guides provided by Indra.

1.2 *2nd Line Customer Support:* to the extent that 1st Line Customer Support has not resolved the queries or enquiries, then the matter can be escalated as follows - Indra (itself or through a Third Party Provider) shall provide the following support services to Customer (via the Operations Console during Business Hours):

1.2.1 notifying the Customer of Defects of which it becomes aware with the App or Smart Charging Platform, to the extent that the same affect delivery of the functionality of the App or Smart Charging Platform; and

1.2.2 remote diagnosis and, where possible, correction of faults using the software management software, to correct errors, bugs and failures of the App and / or Smart Charging Software Platform (but not the Hardware Device or Firmware) and deliver the resulting maintenance release (if applicable) to the User.

2. Service Levels

2.1 The Third Party Provider shall endeavour to meet the following service levels in relation to the Support Services:

2.1.1 Respond to all User and Customer queries raised to the applicable email address within 3 Business Days; and

2.1.2 Respond to all inbound telephone calls within 4 Business Hours.

2.2 Notwithstanding the above, neither Indra nor the Third Party Provider shall be liable to fix any Defect or fault within a specific time period.

3. Additional Support

- 3.1 If additional support is required in any month it may be provided by Third Party Provider at the rate of £60/hour (or as varied from time to time in accordance with this Agreement or a relevant Order).
- 3.2 Where a Non-Critical Fault is to be corrected in a forthcoming Maintenance Release, then for a reasonable period before the issue of such Maintenance Release Third Party Provider may decline to provide assistance in respect of that Non-Critical Fault.

4. Changes

- 4.1 Indra and/or Third Party Provider may make changes to the Support Services, made known in advance to Customer where it is aware that such changes may have a material adverse effect on Customer's business operations.

5. Limitations

- 5.1 Neither Indra nor Third Party Provider shall have no obligation to provide the Support Services where faults arise from:
 - 5.1.1 misuse, incorrect use of or damage to the Supported Software from whatever cause (other than any act or omission by Third Party Provider), including failure or fluctuation of electrical power;
 - 5.1.2 failure to maintain the necessary environmental conditions for use of the Software;
 - 5.1.3 use of the Software in combination with any equipment or software not provided by Third Party Provider or not designated by Third Party Provider for use with any part of the Supported Software, or any fault in any such equipment or software;
 - 5.1.4 any breach of Customer's obligations under this agreement howsoever arising;
 - 5.1.5 any modification to the Supported Software or hardware or firmware not authorised by Third Party Provider;
 - 5.1.6 any error failure or fault caused by or because of the Hardware Device and / or its Firmware; or
 - 5.1.7 operator error.
- 5.2 All Support Services shall be provided remotely and neither Indra nor Third Party Provider will not provide or be under an obligation to provide on-site support services in relation to the scope of this Schedule 3.
- 5.3 Customer shall indemnify Indra against any claims from Third Party Service Provider for losses, damages, costs (including legal fees) and expenses incurred by or awarded against Third Party Provider as a result of Customer's breach of this Agreement howsoever arising or any negligent or wrongful act or omission by or on behalf of Customer, its officers, employees, contractors, agents or Users.