

CHARGE AMPS – GENERAL TERMS AND CONDITIONS, v1.0

Effective date: 22 January 2026

GENERAL TERMS AND CONDITIONS

1 Scope and parties

- 1.1 These general terms and conditions (the "Terms") govern Charge Amps AB's ("Charge Amps") provision of, and the customer's ("Customer") use of, Charge Amps' cloud-based software services and related digital interfaces made available from time to time, including web portals, websites and mobile applications, and their features and functionalities (the "Service"). In certain contexts (e.g. in Customer-Specific Terms or other written documentation), the Service may also be referred to as "Charge Amps Cloud" or "Charge Amps CPMS".
- 1.2 These Terms apply together with:
 - any customer-specific commercial terms, quotation, order confirmation or other written agreement regarding the Service (the "Customer-Specific Terms"); and
 - Charge Amps' then-current privacy notice (and other data protection information provided by Charge Amps).

In the event of conflict between documents, the following order of precedence shall apply unless the parties expressly agree otherwise: (i) the Customer-Specific Terms, (ii) these Terms, (iii) other documents and appendices.
- 1.3 The Customer is deemed to have accepted these Terms by entering into Customer-Specific Terms, creating an account for the Service, or otherwise commencing use of the Service for its own account or for the benefit of a third party.
- 1.4 For certain customers, the Service may be ordered and activated directly in the Service, or through an ordering flow or channel made available by Charge Amps from time to time, by selecting a plan (a "Plan") and completing payment (a "Subscription"). For such customers, these Terms apply together with the plan description and the commercial terms (e.g. billing interval and payment method) presented at checkout and/or on the receipt, order confirmation or invoice.

2 The Service

- 2.1 The Service is provided as a cloud service (Software as a Service) for management and monitoring of charging infrastructure and related functionality, as further described in Charge Amps' documentation from time to time.
- 2.2 The Service is provided "as is" and "as available". Charge Amps will use commercially reasonable efforts to keep the Service available with reasonable continuity, but unless otherwise expressly agreed in writing, Charge Amps does not provide guaranteed service levels (such as specific response times or uptime).
- 2.3 Charge Amps is not responsible for:
 - the Customer's internet connection or other infrastructure outside Charge Amps' control; or
 - third-party services or integrations that the Customer

chooses to use together with the Service (e.g. payment services, roaming platforms or other systems).

3 Accounts and users

- 3.1 The Customer may create, administer and/or be granted access to one or more accounts in the Service (each an "Account"). Charge Amps may make available different Account user roles, permission levels and user interfaces from time to time. If you register for, create or use an Account on behalf of a legal entity, you represent that you have authority to bind that entity, and that entity will be the Customer under these Terms. If you use the Service as a private individual and not on behalf of a legal entity, you are the Customer under these Terms. The Customer is responsible for (i) Accounts that the Customer creates, administers or otherwise controls (including by granting access rights or sharing credentials), and (ii) all use of the Service carried out through such Accounts.
- 3.2 The Customer shall ensure that usernames, passwords, API keys and similar credentials are handled securely and are not disclosed to unauthorised parties. The Customer shall promptly notify Charge Amps of any suspected unauthorised access or security breach.
- 3.3 The Customer may only use the Service in accordance with these Terms, applicable law, and any instructions provided by Charge Amps.
- 3.4 Charge Amps may suspend or restrict access to the Service (in whole or in part) if reasonably necessary to (i) prevent misuse, fraud or unauthorised access, (ii) address security incidents or vulnerabilities, (iii) comply with law, a binding authority decision or third-party requirements, or (iv) protect the Service, Charge Amps' systems or other customers. Suspension or restriction under this clause does not entitle the Customer to refunds or compensation, except as required by mandatory law.

4 Licence and right of use

- 4.1 During the term, Charge Amps grants the Customer a non-exclusive and non-transferable right to use the Service for the Customer's internal business purposes. The Customer may also use the Service to provide and operate charging services and related services for third parties (e.g. as a charge point operator, CPO) and may charge such third parties for the Customer's own services, to the extent such use is in accordance with these Terms and (if applicable) any Customer-Specific Terms or other written agreement. If an operator does not have Customer-Specific Terms with Charge Amps covering fees for the Service, Charge Amps may treat end customers as direct customers and offer them the option to order and activate the Service by selecting a Plan and completing payment (a Subscription) in accordance with Section 1.4, irrespective of any agreements between the operator and the end customer. This is subject to applicable fees for the Service (if any) being paid in accordance with Section 5.

- 4.2 The Customer may not:
- circumvent or attempt to circumvent technical limitations in the Service;
 - decompile, disassemble or otherwise attempt to derive source code, except to the extent permitted by mandatory law; or
 - use the Service in a manner that may damage, overload or impair the Service or another user's access.
- 4.3 If the Customer provides feedback, suggestions or requests relating to the Service, Charge Amps may use such input freely to develop and improve the Service without additional compensation.

5 Fees and payment

- 5.1 The Customer shall pay fees for the Service in accordance with:
- the Customer-Specific Terms, if any; or
 - if no Customer-Specific Terms exist, the Plans/Subscriptions and pricing presented in the Service or at checkout from time to time.

Unless otherwise agreed, fees are invoiced periodically in advance as stated in the Customer-Specific Terms, the plan description, at checkout, on the receipt, order confirmation or the invoice, and relate to the upcoming period. Payment shall be made within the time stated on the invoice. In the event of late payment, Charge Amps is entitled to default interest in accordance with the Swedish Interest Act (räntelagen) and compensation for written payment reminders and collection costs.

- 5.2 Unless otherwise stated, all fees are stated exclusive of VAT and other applicable taxes.
- 5.3 Charge Amps may adjust the fees for the Service for a new contract or subscription period. Charge Amps will notify the Customer or otherwise make the updated fees available (e.g. in the Service, at checkout, on the receipt, order confirmation or invoice, or by email) within a reasonable time before the change takes effect. If the Customer does not accept the price change, the Customer may terminate the Service with effect from the date the price change would otherwise have taken effect (or, for Subscriptions, at the end of the then-current paid or invoiced period).
- 5.4 In the event of material late payment, Charge Amps may suspend the Customer's access to the Service until full payment has been received. Suspension does not affect the Customer's obligation to pay agreed fees during the term.
- 5.5 Payments may be processed by Charge Amps' payment service provider. The Customer is responsible for providing accurate payment details and complying with any requirements from the payment service provider to complete payment.
- 5.6 Fees paid in advance are non-refundable, except as required by mandatory law.

6 Term and termination

- 6.1 The term of the Service shall follow what is set out in the Customer-Specific Terms or, if no Customer-Specific

Terms exist, what is set out in the applicable Plan/Subscription and the commercial terms presented at checkout and/or on the receipt, order confirmation or invoice. The Service is provided for the Customer's then-current paid (or invoiced) subscription period and renews in accordance with Section 6.2 unless cancelled by the Customer in accordance with the applicable terms.

- 6.2 If the Service is provided per subscription period (e.g. monthly or annually), the Subscription renews automatically for the same period unless cancelled by the Customer in the Service or in writing (e.g. by email) before the end of the current period. Cancellation takes effect at the end of the current paid (or invoiced) period, unless otherwise stated in the plan description or required by mandatory law.
- 6.3 A party may terminate the Service with immediate effect if the other party materially breaches these Terms and, where remedy is possible, fails to remedy within thirty (30) days after written notice.
- 6.4 Upon termination, the Customer's right to use the Service ceases. The Customer is responsible for exporting any data it wishes to retain before termination. Charge Amps may delete or anonymise data after a reasonable time, unless longer retention is required by law.

7 Changes to the Service and the Terms

- 7.1 Charge Amps may, at its discretion, modify, update, improve, replace, suspend, limit or discontinue the Service (or any part, feature or functionality of the Service) from time to time, including changes to user interfaces, roles, permission levels, APIs and technical requirements. The Service is provided "as is" and "as available", and Charge Amps does not warrant that any particular feature or functionality will remain available. Charge Amps may perform maintenance that may result in outages, downtime or reduced performance. Except as required by mandatory law, changes, interruptions or discontinuation under this clause do not entitle the Customer to refunds, credits or other compensation.
- 7.2 Charge Amps may amend these Terms from time to time. Charge Amps will make updated Terms available to the Customer in a commercially reasonable manner. Continued use of the Service after updated Terms have been made available constitutes acceptance. If the Customer does not accept the changes, the Customer may terminate the Service in accordance with Section 6.

8 Data protection and information security

- 8.1 The Customer is responsible for ensuring that the Customer's use of the Service, including any processing of personal data in the Service, complies with applicable law. Charge Amps processes personal data in accordance with applicable law and Charge Amps' privacy notice.
- 8.2 Charge Amps shall implement appropriate technical and organisational security measures to protect personal data and other confidential information in the Service against unauthorised access, alteration and destruction.

9 Intellectual property rights

- 9.1 All intellectual property rights in and to the Service, including any software, documentation, trademarks and other materials, are owned by Charge Amps or its licensors. This includes copyright, trademark rights, design rights and know-how.
- 9.2 Charge Amps may anonymise and aggregate data from the Service for statistics, analytics, reporting and development of products and services, provided such use does not enable identification of any individual customer or person.

10 Confidentiality

- 10.1 Each party undertakes not to disclose to any third party, without the other party's written consent, any information received from the other party that constitutes trade or business secrets or is otherwise of a confidential nature, whether communicated orally or in writing.
- 10.2 The confidentiality obligation does not apply to information that:
- is or becomes publicly known without breach of these Terms;
 - has been received from a third party without confidentiality obligations; or
 - must be disclosed pursuant to law or a binding decision by a competent authority.
- 10.3 The confidentiality obligation applies during the term and thereafter for as long as the information remains confidential.

11 Liability and limitation of liability

- 11.1 Charge Amps' obligations regarding the Service's functionality, defect remediation and any potential liability apply only to the extent the Service is used in accordance with these Terms, Charge Amps' documentation and any instructions.
- Charge Amps is not obliged to remedy defects, errors, outages or disruptions, and is not liable for costs or damages arising as a result of:
- (a) the Customer's use of the Service in breach of these Terms, Charge Amps' documentation or instructions;
 - (b) any software, equipment, hardware, components, networks, systems, databases or other products or services not provided by Charge Amps, or any changes or interventions made by the Customer or a third party that directly or indirectly affect the Service;
 - (c) defects or malfunctions in the Customer's or a third party's software, equipment, components, systems, databases, electricity supply, internet or data communications, or other infrastructure for which the Customer is responsible;
 - (d) the Service being connected to, combined with, or used together with any third-party software, third-party service or product that Charge Amps has not provided as part of the Service; and
 - (e) incorrect, incomplete, delayed or missing data generated, provided or transmitted by charging stations, metering

equipment or other data sources, including data issues affecting billing, reporting or invoicing data.

If the Customer requests troubleshooting or support and it is determined that the issue is primarily caused by any circumstance under (a)–(e), Charge Amps may charge for such work in accordance with its then-current price list, unless otherwise agreed in writing.

- 11.2 Without implying any warranty or specific service level, Charge Amps shall, on commercially reasonable terms, endeavour to investigate and remedy defects in the Service that are reproducible and materially affect the Service's functionality, provided that the defect is within Charge Amps' control.
- 11.3 Except as required by mandatory law, Charge Amps' undertaking under clause 11.2 is the only measure the Customer may require in the event of a defect, deficiency, outage or disruption in the Service.
- 11.4 Neither party shall be liable to the other for indirect or consequential loss, such as loss of profit, loss of data, loss of production, or third-party claims, except to the extent such liability cannot be excluded under mandatory law.
- 11.5 Charge Amps' aggregate liability arising out of or relating to the Service is limited to the fees paid by the Customer for the Service during the twelve (12) months preceding the date on which the first claim arose, except to the extent liability cannot be limited under mandatory law.
- 11.6 Nothing in these Terms limits liability that cannot be limited under mandatory law.

12 Force majeure

- 12.1 Neither party shall be liable for any failure to perform its obligations under these Terms if such failure is caused by circumstances beyond the party's reasonable control, such as labour disputes, war, natural disasters, decisions by authorities, or interruptions in public communications networks or electricity supply, or other similar circumstances ("force majeure").
- 12.2 A party affected by force majeure shall notify the other party without undue delay. Performance shall resume as soon as reasonably practicable once the impediment ceases.

13 Governing law and disputes

- 13.1 These Terms shall be governed by Swedish substantive law.
- 13.2 Any dispute arising out of or in connection with these Terms, the Service or related legal relationships shall be finally settled by the Swedish courts of general jurisdiction.

14 Miscellaneous

- 14.1 Assignment – Neither party may assign these Terms without the other party's prior written consent, except that Charge Amps may assign these Terms to an affiliate or in connection with a merger, acquisition, corporate reorganisation or sale of substantially all of its assets.

- 14.2 Subcontractors – Charge Amps may use subcontractors and affiliates to perform its obligations under these Terms and remains responsible for such performance.
- 14.3 Notices – Notices under these Terms shall be made in writing and sent by email (or other written channel made available in the Service). Notices are deemed received on the next business day after sending, unless the sender receives an error message.
- 14.4 Severability – If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force and effect.
- 14.5 Survival – Clauses that by their nature are intended to survive termination shall survive, including (without limitation) clauses 9–13 and 14.