

TERMS AND CONDITIONS
FOR ACCESS TO SPARK

value

1. INTRODUCTION

The following terms and conditions (hereinafter the “Agreement”) will be applicable to the services rendered by Volue Technology AS (hereinafter “Volue”) to the applying Integrator (hereinafter “Integrator”) for access to the Spark offering. By accessing and starting to use Spark, the Integrator agrees to the Agreement as binding for both the Integrator and Volue (hereinafter referred to as “Parties” and separately as “Party”).

2. PURPOSE & SCOPE

The Integrator has entered into a service agreement with a customer, which may be a legal or natural person, (hereinafter Customer) for the provision of services from the Integrator. The Spark offering includes services that support grid aware power consumption as further described on voluespark.com. The Integrator embeds these offerings in their own smart charging service, thus enabling Consumer flexibility.

To act as a flexibility provider in the Spark eco-system, the Integrator agrees to share data in accordance with clause 3 below to be used by Volue for the purposes of this Agreement. Volue’s rights to use shared data shall survive the termination of this Agreement.

The Integrator acknowledges that Spark offering is a best effort service that will be provided in accordance with the at any time updated service description, and that services under this Agreement may be subject to change. Major changes that will require the Integrator to make changes in its integration will be notified.

3. SHARING OF DATA

By entering into this Agreement, the Integrator accepts that the following data shall be shared with and transferred to Volue if the service requires it:

- 1) Energy resource metadata, including but not limited to resource ID, position and/or meter point EAN number
- 2) Real-time or historical energy resource sensor data, e.g., voltage, power and/or current measurements
- 3) Energy resource flexibility and planned charging, consumption, and production
- 4) Interfaces for changing planned charging, consumption, and production

Nothing in this provision constitutes a duty for the Integrator to share data that is unavailable or that the Integrator is precluded from sharing.

4. PROCESSING OF PERSONAL DATA

Any processing of personal data by the Integrator or Volue under this agreement will be done as separate controllers (respectively) and no Party shall be a data processor for the other Party.

Any processing of personal data by Volue shall only be done for the purposes of this Agreement and in accordance with Volue’s privacy policy. Volue shall use planned and systematic measures to ensure satisfactory information security in accordance with applicable laws and regulations, with respect to protecting any personal data from loss, misuse, access, or alteration by unauthorized persons.

The Integrator is responsible for the accuracy and completeness of the data provided to Volue and shall ensure that it has the right to share the data with Volue for the purposes of this Agreement. The Integrator shall indemnify Volue from any liability resulting from the Integrators non-compliance with these obligations.

The Integrator shall inform Volue of events that may affect the processing of personal data for the purposes of this Agreement.

5. API USAGE RIGHTS & RESTRICTIONS

Volue grants the Integrator a limited, non-exclusive, non-assignable, non-transferable license to use the Volue APIs available at the site api.voluespark.com (hereinafter “APIs”) to develop, test, and support any

software application, website, or product. The Integrator may not copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display or sublicense to any third party the content returned from the APIs.

The Integrator shall only access APIs with the credentials assigned by Volue. The Integrator shall keep the credentials confidential and prevent others from using the credentials.

The Integrator agrees that Volue may monitor use of the APIs to ensure quality, improve Volue products and services, and verify compliance with the Agreement. This monitoring may include Volue accessing and using the Integrator's API client. Volue may limit the Integrator's API usage due to excessive requests or other events that impact the performance of the system.

Volue does not give any warranties about the APIs. Volue does not make any commitments about the content accessed through the APIs, the specific functions of the APIs, or their reliability, availability, or ability to meet the Integrator's needs. The APIs are provided "as is". Volue may change or discontinue the APIs at any time subject to prior notice, leaving older versions live for a limited time. Volue will not be responsible for any losses resulting from the Integrator's use of APIs.

The Integrator shall under no circumstance use the APIs to extract confidential or business sensitive information such as proprietary price information, and shall defend and indemnify Volue and other Volue partners against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from the Integrator's misuse of the APIs.

Volue may suspend or terminate the Integrator's access to the APIs without notice if there is reason to believe that there is a violation of this Agreement. Upon termination of the Agreement or discontinuation of access to an API, the Integrator will immediately stop using the API.

6. INTELLECTUAL PROPERTY

Except for the rights granted to Integrator to use Volue's APIs, this Agreement shall not be construed as granting or conveying the Parties any express or implied ownership rights or license under patent, trademark, copyright, or any other intellectual property rights.

7. PAYMENT AND INVOICING

The Integrator will pay for access to the Spark offering from the effective date hereof. Volue will invoice the Integrator monthly in arrears based on the prices stated at volue.com/spark. Prices may be changed upon 90 days notice.

Payment is due 30 days after the invoice date. Interest on late payments will accrue if payment has not been made on the due date.

8. NO LIABILITY

Volue's services is provided on a best-effort basis, and as such, Volue cannot be held liable for the unavailability of the Spark offering. This limitation of liability does not apply if the lack of availability is due to the gross negligence or intent of Volue.

9. MARKETING

Each Party may refer to this Agreement for marketing purposes without prior consent of the other Party.

10. TERM AND TERMINATION

This Agreement shall be effective when the Integrator takes the Spark offering into use.

This Agreement may be terminated by either Party with a written notice period of 1 month, after which the Integrator shall no longer have the right to use Spark offering.

11. LEGISLATION AND JURISDICTION

The Agreement is governed by Norwegian law.

Any dispute which may arise between the parties regarding to the validity, efficacy, interpretation, or enforcement of this Agreement will be subject to the exclusive jurisdiction of Norwegian courts, with Oslo district court as the agreed venue.

12. OTHER PROVISIONS

The Integrator accepts that Volue may update this Agreement and that the latest version of the Agreement shall apply. The latest version will be available on Volue's website (value.com). Volue shall inform the Integrator of new versions in case of material changes.