

Schedule for the Radius Charge Platform

1. WHAT WORDS MEAN IN THIS SCHEDULE

In addition to capitalised terms defined elsewhere in the Contract, the following definitions apply in this Schedule.

1.1 Definitions:

Activation: when all electrical installations have been completed and a Socket is ready for use.

Authorised Users: individuals who are authorised by the Customer to use the Radius Charge Platform.

CDR: a charge detail record which is captured by the Radius Charge Platform and contains the digital data concerning the use of a Charge Point.

Charge Point: a device used for charging Electric Vehicles which is owned and/or controlled by the Customer.

Commencement Date: has the meaning set out in the Terms & Conditions.

Customer Data: the data inputted by the Customer, Authorised Users, or Radius on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Electric Vehicle: a vehicle which is capable of being propelled by electrical power derived from a storage battery, including hybrid vehicles.

GSM: Global System for Mobile Communications which is a standard developed by the European Telecommunications Standards Institute (ETSI) to describe the protocols for digital cellular networks used by mobile devices such as mobile phones and tablets.

Initial Term: has the meaning given in paragraph 2.1.

Month: a calendar month and “Monthly” shall be construed accordingly.

Radius Charge Platform: Radius’ proprietary software as a service Charge Point management platform.

Radius Charge Platform Subscription: a subscription purchased by the Customer to enable it to access and use the Radius Charge Platform.

Renewal Term: has the meaning given in paragraph 2.1.

Services: the provision by Radius to the Customer of access to and use of the Radius Charge Platform in accordance with the terms of the Contract.

Socket: an electrical charging socket on a Charge Point (there may be multiple sockets on one Charge Point).

Term: the Initial Term plus any Renewal Term.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

2. DURATION OF THE RADIUS CHARGE PLATFORM SUBSCRIPTION

2.1 Subject to the Customer paying the Charges for the Radius Charge Platform Subscription, Radius shall deliver the Services to the Authorised Users for the period set out in the Sales Order (the “**Initial Term**”) after which provision of the Services will automatically renew for successive 12 month periods (each being a “**Renewal Term**”) unless and until either:

- (a) terminated in accordance with paragraph 2.2; or
- (b) the Services or the Contract is terminated in accordance with the Terms & Conditions.

2.2 Either party may terminate provision of the Services upon serving not less than three months’ written notice, such notice to expire at the end of the Initial Term or the end of a Renewal Term.

3. WHAT RADIUS WILL DO

3.1 Radius hereby grants the Customer a non-exclusive, non-transferable right to connect Sockets to the Radius Charge Platform and to permit Authorised Users to access and use the Services during the Term solely for the Customer’s internal business operations.

3.2 Radius shall use commercially reasonable endeavours to make the Radius Charge Platform available 24 hours a day, seven days a week, save that Radius may at any time to temporarily suspend access to the Radius Charge Platform to:

- (a) conduct necessary maintenance, whether planned or urgent; or

- (b) make changes to the functionality, presentation, features, modes of access and material content without notice to the Customer.
- 3.3 Radius will, as part of the Services, provide the Customer with customer support services during Business Hours, or such other time period as may be stated in the Sales Order.
- 3.4 This Contract shall not prevent Radius from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Contract.
- 3.5 Radius warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.
- 3.6 Radius does not warrant that:
 - (a) the Customer's use of the Services will be uninterrupted or error-free; or
 - (b) the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
 - (c) the Radius Charge Platform or the Services will be free from Vulnerabilities or Viruses; or
 - (d) the Radius Charge Platform will be compatible with all charge points.
- 3.7 The Customer acknowledges and agrees that Radius shall not have any liability relating to the hardware, software or infrastructure of any Charge Points by virtue of providing the Services and Radius Charge Platform.
- 3.8 The rights provided under this paragraph 3 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
- 4. WHAT THE CUSTOMER NEEDS TO DO
 - 4.1 The Customer represents and warrants that it has obtained all authority and consents necessary from the Authorised Users for their Personal Data to be Processed by Radius for the purposes of the Services.
 - 4.2 The Customer shall ensure:
 - (a) the electricity supply to the Charge Point is compliant with current regulations;
 - (b) the Charge Point has smart functionality which means:

- (i) it is able to send and receive information to and from the Radius Charge Platform via a communications network; and
 - (ii) it is able to respond to signals or other information it receives;
 - (c) there is a reliable ethernet, GSM or Wi-Fi network to connect the Charge Point to the Radius Charge Platform; and
 - (d) no one or thing seeks to amend, delete, alter, obscure or otherwise manipulate the CDR.
- 4.3 The Customer acknowledges and agree that the Charges are levied on a per Socket basis and accordingly the Charges will be increased commensurately if additional Sockets are added to the Contract by way of an additional Sales Order.
- 4.4 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property.
- 4.5 The Customer shall not and shall not allow or assist third parties to:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - (b) access all or any part of the Radius Charge Platform in order to build a product or service which competes with the Services;

- (c) use the Services to provide services to third parties;
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users;
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Services; or
 - (f) introduce or permit the introduction of, any Virus into Radius' network and information systems.
- 4.6 The Customer shall ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract.
- 4.7 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Radius.
- 4.8 The Customer acknowledges and accepts that it is responsible for providing correct and accurate Customer Data to Radius and that all data entries made by Authorised Users in the Radius Charge Platform are binding.
- 4.9 Radius reserves the right, without liability or prejudice to its other rights under this Contract, to disable the Customer's access to the Radius Charge Platform in the event of breach of this paragraph 4.
5. CHARGES
- 5.1 The Charges shall be payable by the Customer to Radius from the invoicing start date as set out in the Sales Order.
6. PROPRIETARY RIGHTS
- 6.1 The Customer acknowledges and agrees that Radius and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade-marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 6.2 Radius confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Contract.

6.3 The Customer shall own all right, title and interest in and to all of the Customer Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

7. RADIUS' IPR INDEMNITY

7.1 Radius shall defend the Customer against any claim that the Customer's use of the Services in accordance with this Contract infringes any United Kingdom patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality ("**Claim**"), and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) Radius is given prompt notice of any such claim;
- (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Radius in the defence and settlement of such claim, at Radius' expense; and
- (c) Radius is given sole authority to defend or settle the claim.

7.2 In the defence or settlement of any Claim, Radius may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

7.3 In no event shall Radius, its employees, agents and sub-contractors be liable to the Customer to the extent that the Claim arises due to:

- (a) a modification of the Services by anyone other than Radius;
- (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Radius;
- (c) the Customer's use of the Services after notice of the alleged or actual infringement from Radius or any appropriate authority; or
- (d) the Customer's breach of this Contract.

7.4 The foregoing provisions of this paragraph 7 are the Customer's sole and exclusive rights and remedies, and Radius' (including Radius' employees, agents and sub-contractors) entire obligations and liability in respect of a Claim.

8 DATA

- 8.1 The Customer acknowledges and agrees that Radius shall have the right to collect, analyse, and utilise all Customer Data obtained through the use of the Services and the Radius Charge Platform for the purpose of improving and enhancing functionality, performance, and user experience.
- 8.2 Upon expiry or termination of this Schedule, the Customer acknowledges that it is the Customer's responsibility to export all Customer Data that it requires from the Radius Charge Platform prior to the Customer's access being terminated.