

TERMS AND CONDITIONS

FOR ACCESS TO SPARK

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1. INTRODUCTION

The following terms and conditions (hereinafter the “Agreement”) will be applicable in relation to the services rendered by Volute Technology AS (hereinafter “Volute”) to the applying partner (hereinafter “Partner”) for access to Spark. By accepting this Agreement for partnership with Volute, the Partner agrees to the Agreement as binding for both the Partner and Volute (hereinafter referred to as “Parties” and separately as “Party”).

2. PURPOSE & SCOPE

Spark aims to use and analyze data provided by Partners to offer services that will enable grid-aware charging, consumption, and production in local energy systems (neighborhoods). To do so, Volute will establish an eco-system of flexibility providers for distributed energy resources such as electric vehicles, photovoltaics, batteries, heat pumps and hot water systems.

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

The Partner acknowledges that services may be limited or non-existent, and that services under this Agreement are contingent e.g., on sufficient Partner and data acquisition by Volute.

3. SHARING OF DATA

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

- 1) Energy resource metadata, including but not limited to ID, position and/or 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 Partner to share data that is unavailable or that the Partner is precluded from sharing.

4. PROCESSING OF PERSONAL DATA

Any processing of the Partner’s personal data shall only be done for the purposes of this Agreement. Volute shall use planned and systematic measures to ensure satisfactory information security in accordance with applicable laws and regulations or lawful instructions provided by the Partner, with respect to protecting the Partner’s data from loss, misuse, access, or alteration by unauthorized persons, and from virus and other malware attacks.

Volute processes personal data as defined in the GDPR (Regulation (EU) No 2016/679) on behalf of the Partner. This relationship is regulated through a separate Data Processing Agreement (DPA). The DPA details the purpose of such data processing, the requirements relating to the information system and

security measures taken, etc. In the event of a conflict between this Agreement and the DPA, the DPA shall take precedence.

The Partner shall remain 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 Partner shall indemnify Volue from any liability resulting from the Partners non-compliance with these obligations.

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

5. INTELLECTUAL PROPERTY

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.

6. MARKETING

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

7. CONTRACT TERM

This Agreement shall be effective for a period of 1 year and shall thereafter be renewed automatically for additional periods of 1 year unless either party hereto submits a written notice of termination.

8. TERMINATION

This Agreement may be terminated by either Party with a written notice period of 1 month.

9. 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.

10. OTHER PROVISIONS

The Partner 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 (volue.com). Volue shall inform the Partner of new versions in case of material changes.