Contract Terms for CPO User Agreements

1   Scope of application

The provisions set out below shall apply to all CPO User Agreements made between Hubject and its CPO Partners (with each such CPO User Agreement below being referred to as "**Agreement**").

2   Bundling

2.1   The Partner shall not only have the right to register on the Platform in accordance with the provisions of this Agreement any charging station operated by the Partner itself but also any charging station which is owned or otherwise the property of any other entity if that entity has commissioned the Partner to operate the charging station in question ("**Bundled Provider**"). The same shall apply with respect to any charging station that is operated by an entity affiliated with the Partner as defined by sections 15 et seq. of the German Stock Corporation Act (*AktG*), where and to the extent that the Partner has designated such entity to Hubject in writing as being entitled under this Agreement ("**Affiliate**").

2.2   For the purposes of this Agreement any charging station operated by an Affiliate or Bundled Provider shall be deemed to be a charging station of the Partner. Accordingly, each Bundled Provider or Affiliate shall be deemed to be acting as a vicarious agent (*Erfüllungsgehilfe*) of the Partner, with the Partner being fully liable for any and all breaches of any obligation caused by that Bundled Provider or Affiliate during or in connection with the performance of this Agreement.

2.3   No Bundled Provider or Affiliate will become a party to this Agreement.

3   Use of Platform by third parties not permitted

The Partner shall not have the right to grant access to the Platform to any third party, including any Bundled Provider, or to otherwise allow any third party to use the Platform in any other way. The Partner shall have the right to grant access to the Platform to any of its Affiliates.

4   Platform setup, maintenance, updates and administration; troubleshooting

Hubject shall create one or several user accounts for the Partner on the Platform, provide access to the Hubject test system to the Partner for each such user account and test the connection established by the Partner (collectively the "**Setup Services**"). Hubject will carry out the Setup Services within three months after payment of the corresponding fee has been received, provided and to the extent that the Partner, on its part, complies with its obligations to enable Hubject to do so as required in accordance with the documentation provided to the Partner on execution of this Agreement. Hubject shall have the right to maintain, update and administer the Platform in accordance with the provisions set forth in the **Appendix [Service Level]**. Any faults or failures to be rectified by Hubject shall also be rectified in accordance with the provisions set forth in the **Appendix [Service Level]**.

5   Requirements for charging stations/location details

5.1   Upon receiving from the Partner an application for registration of a charging station submitted in accordance with the **Appendix [OICP]** and section 10 below Hubject shall register that charging station and submit a confirmation notice to the Partner.

5.2   The Partner may apply to have any Platform-registered charging station deregistered with effect at the end of any given calendar month by giving at least one week's prior notice in accordance with the **Appendix [OICP]** and section 10 below.

5.3   The Partner shall make all charging stations it has registered on the Platform available for use by any EM User in accordance with the provisions set forth in this Agreement, subject to any capacity being available at the charging station in question. The Partner shall provide such service on behalf and on account of the relevant EMP in accordance with the terms and conditions set forth in the eRoaming Agreement agreed pursuant to section 15 below.

5.4   Each charging station registered on the Platform must comply with the applicable public norms and standards effective on the day it becomes operational and must be operated and maintained in accordance with the applicable norms and standards as modified from time to time. All charging stations registered on the Platform must further meet the technical requirements set forth in the **Appendix [Technical Specifications and IT Security]**.

5.5   The Partner shall ensure that each charging station it registers on the Platform displays the intercharge compatibility logo in clearly legible form and in accordance with the requirements set out in the **Appendix [Labeling Guide]**, with the intercharge compatibility logo in each case to be affixed before the Partner registers the charging station pursuant to section 5.1 above. In this respect the Partner shall have the right and the obligation to use the logo. On request by the Partner Hubject shall supply intercharge logos to the Partner in return for a fee charged in accordance with the **Appendix [CPO Fees and Payment]**. No charging station which is not or no longer registered on the Platform may display the intercharge compatibility logo; the Partner shall remove at its own cost and without undue delay any such logo previously affixed to any such charging station.

5.6   If any Platform-registered charging station becomes inoperative, the Partner shall notify Hubject thereof without undue delay. The same shall apply with respect to any subsequent restoration of service.

5.7   All charging stations registered on the Platform, whether located in a public, semi-public or private space, must be accessible to any EM User. Notwithstanding the foregoing, the Partner shall have the right to restrict the times during which a charging station is available for general use or to impose the condition that any charging station located in a semi-public or private space may only be used by such EM Users who have also purchased other services provided by the Partner at such location. Where the Partner decides to impose any such restrictions for use of any charging station, or where it decides to lift any restrictions previously imposed, the Partner shall provide prior notice thereof to Hubject in accordance with section 10 below.

5.8   If any charging station does not meet the requirements set out in this Agreement generally or this section 5 specifically, Hubject shall have the right to disconnect that charging station from the Platform upon reasonable notice and to update the list of Platform-registered charging stations accordingly.

5.9   For each charging station the Partner has registered on the Platform the Partner shall communicate to Hubject the relevant static and dynamic location details which Hubject shall enter and store on the Platform; Hubject may use this data for such purposes as are set out in the **Appendix [OICP]** and in relation thereto

communicate it to any EMP so as to allow the relevant EMP to display such location details to their respective EM Users. Hubject shall further have the right to commercially exploit, or make available in return for a fee and/or free of charge to any third party for commercial exploitation by that third party, in unmodified or modified form (e.g. in aggregated form or by way of linking with any other data), any such data as has been approved by the Partner for that purpose via the dedicated function provided on the Platform.

6 Ad-hoc charging

6.1 The Partner shall also have the right to make any or all of the charging stations registered on the Platform available to Ad-Hoc Users. In that case all electricity purchased by any Ad-Hoc User for the purpose of charging its electric vehicle ("**EV Electricity**") will be supplied by the Partner, who will also be the contractual counterparty of the relevant Ad-Hoc User. Hubject shall provide a mobile website for the purpose of processing all charging sessions carried out by Ad-Hoc Users (hereinafter referred to as "**Front-End System**").

6.2 The ad-hoc charging service is conditional on both the Partner and the relevant Ad-Hoc User having registered so-called merchant accounts with a payment service provider authorised by Hubject, which account must be active at the time the charging session is to take place. All payment service providers authorised by Hubject for the ad-hoc charging service from time to time are listed on the website www.hubject.com. Hubject may at any time revoke the authorisation of any payment service provider previously authorised.

6.3 The Partner may in accordance with the provisions set forth in the **Appendix [OICP]** activate the ad-hoc charging service for any or all of the charging stations it has registered on the Platform, but it shall have no obligation to do so. The Partner may deactivate the ad-hoc charging service for any charging station in respect of which the Partner has previously activated that function with effect at the end of any given calendar month by giving at least four weeks' prior notice.

6.4 Hubject shall provide the following services
- provision of the Front-End System enabling Ad-Hoc Users to start and end charging sessions and to make payment through an intermediary payment service provider authorised by Hubject. The Front-End System can be accessed via a QR code or NFC chip (where NFC is enabled), which must be affixed to the charging points pursuant to section 8.1.2 below. The Front-End System will display a telephone number which the Ad-Hoc User can use to contact the Partner.

- transmission of all data required to be communicated between the relevant Partner and the relevant payment service provider for the purpose of authenticating the relevant Ad-Hoc User in accordance with section 7.1 below, and transmission to the payment service provider of the charging times and charging products selected by the relevant Ad-Hoc User, including the payment amounts resulting therefrom, in accordance with section 10 below generally and in accordance with the technical requirements set forth in the **Appendix [OICP]** in particular.

- listing of all charging stations in respect of which the Partner has activated the ad-hoc charging service in the charging station locator operated online by Hubject at www.intercharge.eu, including a reference to the fact that the relevant

charging stations are (also) available to Ad-Hoc Users.

6.5 All charging times and related tariffs, and any and all other contract terms the Partner may wish to apply for the purpose of providing EV Electricity to Ad-Hoc Users shall be determined by the Partner on the Partner's own responsibility. The Partner shall provide to Hubject the tariffs the Partner has set for the charging times and charging products it has decided to offer, and any other contract terms and customer information it may deem relevant, so that they can be entered and stored on the Front-End System operated by Hubject for the purpose of providing the ad-hoc charging service.

The Partner may at any time change or amend the tariffs, contract terms and other user information applying to the use of its charging stations by Ad-Hoc Users.

The Partner promises to hold Hubject harmless from any claims asserted against Hubject by any third party alleging that any information relating to the conditions applying to the supply of EV Electricity are legally inaccurate or incomplete. This shall not apply if and where Hubject has inaccurately presented on its Front-End System information duly received from the Partner or where it has failed to provide the full information.

6.6 The Partner shall have the right to affix the intercharge direct logo to all charging stations in respect of which the ad-hoc charging service has been activated, in which case the logo must be displayed in clearly legible form and in accordance with the requirements set out in the **Appendix [Labeling Guide]**. For this purpose Hubject may supply intercharge direct logos to the Partner in return for a fee charged in accordance with the **Appendix [CPO Fees and Payment]**. In this respect the Partner shall have the right and the obligation to use the logo. No charging station in respect of which the ad-hoc charging service is not or no longer activated may display the intercharge direct logo. The Partner shall have the right to use the intercharge direct logo for promotional purposes.

6.7 Under the ad-hoc charging service Ad-Hoc Users select one of the charging products offered by the Partner, which in each case is a combination of the selected charging time and the applicable tariff. Upon expiry of the selected charging time the relevant charging session will end automatically. Without undue delay after each charging session the Partner shall send the Charge Detail Records data relating to the use of the relevant charging point by the relevant Ad-Hoc User, which must specify all essential details of the charging session in question, including the charging time and selected charging product, to the back-end system operated by Hubject, where this data will be stored; where the Partner is unable to do so due to a proven technical failure of a charging station and/or of the Partner's back-end system for which the Partner cannot be held responsible, the Partner shall have the right to submit the Charge Detail Records at a later point but in no event later than 14 days after the end of the charging session in question.

7 Procedure for making charging points operated by CPOs available to users

7.1 The following procedure must be followed to enable EM Users or Ad-Hoc Users to use any charging point on any Platform-registered charging station:

- In a first step, EM Users must prove their identity ("**Authentication Request**"). Ad-Hoc Users will be authenticated anonymously via the Front-End System.

- In a second step, the identity of the relevant user must be confirmed by the relevant EMP where the user is an EM User or by the relevant payment service provider where the user is an Ad-Hoc User ("**Authentication Confirmation**").
- In a third step, the relevant user's right to charge must be confirmed by the relevant EMP where the user is an EM User or by the relevant payment service provider where the user is an Ad-Hoc User ("**Authorization**").
- In a fourth step, the Partner activates the relevant charging station ("**Activation**").

7.2 Once the activation process has been successfully completed, the relevant EM User or Ad-Hoc User, as the case may be, may use the relevant charging point.

7.3 The details of the individual steps required to make charging points operated by CPOs available to users as described above are governed by the **Appendix [OICP]**, which sets out additional binding provisions in relation thereto. Hubject and the Partner shall each perform such measures as are assigned to each Party in said Appendix. All charging stations registered on the Platform must be capable of enabling the measures described in the **Appendix [OICP]**. The Partner shall maintain and hold available a corresponding back-end system meeting the requirements set forth in the **Appendix [Technical Specifications and IT Security]**.

7.4 All EMPs have corresponding responsibilities and obligations under their EMP User Agreements. Under the eRoaming Agreement some of those responsibilities and obligations may also apply directly between the Partner and EMPs.

7.5 The Partner and Hubject are each responsible for complying with their own responsibilities and obligations arising under the relevant contracts. In particular, without limitation, no EMP, payment service provider or Ad-Hoc User shall be deemed to be acting as a vicarious agent of Hubject in any dealings with the Partner. Accordingly and in particular, without limitation, Hubject shall have no liability to the Partner for any breach of any responsibility or obligation to be performed by any EMP, payment service provider and/or Ad-Hoc User.

8   Authentication options
8.1   Compulsory: remote authentication
8.1.1 As a minimum, in order to allow EM Users to authenticate remotely (by means of a QR code, by entering an EVSE ID or authentication via location based services) the Partner shall identify each charging point on each Platform-registered charging station by means of a unique Electric Vehicle Supply Equipment ID ("**EVSE ID**") pursuant to ISO 15118-2, Annex H.2 which must be displayed in clearly legible form on the relevant charging point.

8.1.2 The Partner shall equip each charging point on each Platform-registered charging station with a clearly legible QR code containing the EVSE ID of the relevant charging point. The QR code and the label containing it must comply with the relevant requirements published on the Platform by Hubject.

8.2   Compulsory: RFID card and/or Plug&Charge plug or other medium
8.2.1 The Partner shall further enable EM Users to authenticate by means of an RFID card and/or a Plug&Charge plug or any other authentication option approved by Hubject pursuant to the **Appendix [Technical Specifications and IT Security]**. If the Partner offers one or more of these additional authentication options this shall not affect its obligation to enable EM Users to authenticate via QR code and app.

8.2.2 Where the Partner offers EM Users the option to authenticate by means of an RFID card, the Partner shall equip the relevant charging stations with an RFID reader compatible with RFID cards either of the type MIFARE "RFID classic" or MIFARE "RFID DESfire EV1", with the identification procedure to be based on UIDs (Unique Identifier).

8.2.3 Where the Partner offers EM Users the option to authenticate by means of a Plug&Charge plug, it shall equip its Platform-registered charging stations with the relevant infrastructure required for using certificate-based Plug&Charge communication pursuant to ISO 15118.

8.3   Additional application of OICP
In addition to the provisions set forth in this section 8 the provisions set out in the **Appendix [OICP]** shall apply.

9   Billing
9.1   Once an authorized charging session (section 7.2) is completed, the Partner shall deactivate the relevant charging station and without undue delay after completion of the charging session – in the event of a proven technical failure of a charging station and/or of the Partner's back-end system for which the Partner cannot be held responsible, also at a later point but in no event later than 14 days after the end of the charging session in question – provide to the relevant EMP all Charge Detail Records data relating to the use of the relevant charging point by the relevant EM User ("**Charge Detail Records**"), which shall include the start and end time of the charging session and the meter readings before and after charging, among other data. In this process the Partner shall not supply any data that might enable Hubject to identify the relevant EM User.

9.2   The Partner shall further notify Hubject of the tariffs it applies from time to time for use of the charging stations it has registered on the Platform; Hubject shall have an obligation (and, vis-à-vis the CPOs, the right) to make such tariff information relating to individual charging stations accessible to any EMP. In determining its tariffs the Partner may choose to apply either a uniform tariff system covering all of its Platform-registered charging stations or, subject to the technical functions provided on the Platform, a tariff system with varying tariffs for different categories of charging stations. The Partner shall enter and store its fees on the Platform in a suitable form so that they can be accessed by the EMPs.

9.3   The Partner shall notify Hubject of any changes in relation to any data falling within the scope of section 9.2 above without undue delay. For changes to tariffs the notice periods set out in the eRoaming Agreement shall apply.

9.4   Additional details relating to Charge Detail Records and the announcement of tariffs are set out in the **Appendix [OICP]**.

10   Communication
10.1 Any and all communication taking place between Hubject, the Partner and any EMP or service provider under or for the purposes of sections 6 to 10 shall be effected in the form of web-based communication in accordance with the provisions set forth in the **Appendix [OICP]**. All such communication must be

capable of being performed in real time as defined in greater detail in that Appendix.

10.2 Any and all other communication taking place between the Parties shall be effected via an individual account created on the Platform for the Partner by Hubject. Except as otherwise provided in this Agreement or the Appendices hereto, that account may also be used to submit any legally binding declarations in relation to this Agreement (e.g. termination notices). In no event, however, shall the account be used to submit any legally binding declarations of either or both Parties which relate to the processing of personal data by Hubject on behalf of the Partner, which must be made in writing and signed by the Parties in accordance with section 126 of the German Civil Code (*BGB*).

11   Fees and terms of payment
In consideration for the services provided under this Agreement the Partner shall pay such remuneration as is set forth in the **Appendix [CPO Fees and Payment]**.

12   Amendment of Agreement; requirements as to form
12.1 Hubject shall have the right to change the fees set forth in the Appendix **[CPO Fees and Payment]** and to amend the procedure described in the **Appendix [OICP]** subject to the conditions set out below.

12.2 Any changes or amendments Hubject intends to make shall be announced on the Platform, with planned amendments to the **Appendix [OICP]** to be published no later than three months before the end of the relevant quarter and planned changes to the **Appendix [CPO Fees and Payment]** to be published no later than two months before the end of the relevant quarter; in addition, Hubject shall notify the Partner via the Partner's account of the intended change or amendment. Any changes or amendments announced accordingly on the Platform will be made with effect for the future and will take effect at the start of the quarter following their publication. The documents containing the relevant changes or amendments will be made available on the Platform for download by the Partner. The current version of the OICP protocol shall be indicated by Hubject on its website. Further information about the applicability and validity of each OICP version is provided in the **Appendix [OICP]**.

12.3 Where Hubject intends to make any changes or amendments pursuant to section 12.1 above, the Partner shall have the right to terminate this Agreement on grounds of exceptional circumstances. If the Partner wishes to exercise this right to termination it shall do so within one month after it receives the relevant information via its account. This Agreement will then be terminated with effect from the date on which the changes or amendments take effect pursuant to the provisions set out herein.

12.4 The Partner's right to terminate this Agreement on grounds of exceptional circumstances does not apply to any technical changes to interfaces made by Hubject and any amendments made to the Appendices hereto in connection therewith if and where such changes or amendments are merely aimed at resolving minor technical issues and do not require any changes to the underlying data model or data processing procedures. However, Hubject shall in any event notify the Partner of any such changes or amendments in a timely manner.

12.5 No change or amendment may have a retrospective effect.

13   Liability

13.1 Hubject shall not be liable for any loss or damage or any expenses suffered or incurred by the other Party, irrespective of the legal grounds on which any such claim may be based (breach of pre-contractual obligation, contract, tort etc.).

13.2 Notwithstanding the foregoing, Hubject shall be liable for any expense, loss or damage caused by wilful act or gross negligence; for any death, personal injury or damage to health for which Hubject is held responsible; where its liability arises under the German Product Liability Act (*Produkthaftungsgesetz*); and for any expense, loss or damage caused by any breach of any material obligation under this Agreement (*wesentliche Vertragspflicht*), i.e. any such obligation the performance of which is essential to the proper implementation of this Agreement and compliance with which the Partner may rely on, where and to the extent that Hubject is held responsible for such expense, loss or damage. Hubject's liability in the event of any breach of any material obligation under this Agreement shall be limited to such typical loss or damage as could reasonably have been foreseen, unless Hubject's liability is due to wilful acts or gross negligence, death, personal injury or damage to health, or where it arises under the German Product Liability Act.

13.3 Where and to the extent that Hubject's liability is excluded or limited pursuant to the provisions set out above this shall also apply with respect to any statutory or vicarious agents or employees acting on behalf of Hubject.

13.4 Nothing in this section 13 shall be construed so as to affect the Partner's burden of proof to the detriment of the Partner.

13.5 It shall be the Partner's sole responsibility to ensure that all legal rules and regulations governing the supply of EV Electricity are complied with, including but not limited to provisions in the fields of energy law, weights and measures, civil law, regulation, and tax law. In particular, without limitation, Hubject shall not have an obligation to verify the accuracy, completeness and/or lawfulness of any tariffs, contract terms or other user information submitted by the Partner for the purpose of supplying EV Electricity.

14   Confidentiality
14.1 In relation to any trade secrets and/or other information of the other Party obtained in connection with this Agreement (hereinafter referred to as "**Information**") either Party shall (i) use any such Information only to the extent necessary for the performance of this Agreement or of the eRoaming Agreement, and otherwise keep such Information confidential and not make such Information accessible to any third party without the prior consent of the Party affected; (ii) convey any such Information only to such of its employees as require such Information for the purposes of this Agreement; and (iii) apply in the handling of any such Information the same standard of care that the receiving Party uses in respect of its own Information; in no event, however, shall either Party apply less than a reasonable standard of care (*angemessene Sorgfalt*).

14.2 The restrictions set forth hereinabove do not apply to any such Information (i) which at the time of receipt by the receiving Party is already in the public domain or later becomes publicly available other than through any act or omission by the receiving Party in violation of any obligation to maintain the confidentiality of such

Information; (ii) which is already known by the receiving Party prior to receiving such Information from the disclosing Party and which is not subject to any confidentiality requirement or which is developed by the receiving Party itself; (iii) which the receiving Party legitimately receives from any third party who is not subject to a confidentiality requirement in respect of such Information; (iv) the disclosure of which is authorised in writing by the affected Party; or (v) which is disclosed by a Party pursuant to a court or administrative order following the exhaustion of any and all legal defences at the disposal of that Party; however, in any such case the disclosing Party shall notify the affected Party in a timely manner of any such court decision.

14.3   The receiving Party's duty to hold in confidence any Information that is disclosed under this Agreement will continue in effect beyond the end of this Agreement.

15   eRoaming Agreement

15.1   By entering into this Agreement with Hubject the Partner agrees and accepts to automatically become a party ("**eRoaming Participant**") to the eRoaming Agreement, the provisions of which are set out in the **Appendix [eRoaming Agreement]**.

15.2   The Partner hereby agrees and accepts that any other entity may become an eRoaming Participant under the eRoaming Agreement upon their entering into a relevant user agreement with Hubject. The Partner hereby irrevocably authorises Hubject for the term of this Agreement, and for this purpose releases Hubject from the self-contracting restrictions set forth in section 181 of the German Civil Code, to accept on behalf of the Partner any new party to the eRoaming Agreement subject to the provisions of the eRoaming Agreement, and to submit and receive any declarations of will required for such acceptance, by entering into the relevant user agreements with such parties. The authority granted hereinabove shall expire upon the termination of this Agreement.

15.3   An overview listing all current eRoaming Participants shall be made available on the Platform and updated on a daily basis.

15.4   The Partner's duty to comply with its obligations under the eRoaming Agreement shall also apply between the Partner and Hubject.

15.5   Hubject shall have no obligation or liability in relation to any service to be performed under the eRoaming Agreement.

15.6   The Partner hereby irrevocably authorises Hubject for the term of this Agreement to act on its behalf to ensure that any eRoaming Participant who is in breach of the eRoaming Agreement rectifies such breach, and to issue to such eRoaming Participant on behalf of the Partner any warning notice or to set any time limit required to such effect.

15.7   Hubject shall not accept as an eRoaming Participant any entity acceptance of which would require any data that might allow the identification of the affected person (e.g. contract IDs of current eRoaming Participants) to be transferred to any country outside the European Economic Area (EEA), unless Hubject has entered into a written agreement with all eRoaming Participants being a party to the eRoaming Agreement at such point in time which authorises such data transfer and governs the required data protection framework prior to Hubject's acceptance of any such entity.

15.8   Any reference to the Appendix [Share] and/or the Appendix [Base Module] made in the eRoaming Agreement shall be read as referring to the Agreement set out herein so as to reflect the fact that in this version of the Agreement the provisions of these appendices have been incorporated into the main part of the contract.

16   Term, termination

16.1   This Agreement is entered into for an indefinite period of time. Either Party may terminate this Agreement for convenience (*ordentliche Kündigung*) by giving at least three months' prior notice to the other Party, with such termination taking effect at the end of the calendar year.

16.2   Notwithstanding the foregoing, either Party may terminate this Agreement with immediate effect for cause (*außerordentliche Kündigung aus wichtigem Grund*). Without limitation, Hubject shall be deemed to have such cause entitling it to terminate this Agreement with immediate effect where

a)   at any time after the date this Agreement was entered into it becomes apparent that any claim Hubject may have under this Agreement might become unenforceable due to a significant deterioration of the Partner's solvency or creditworthiness, including without limitation where the Partner suspends its payments or an application is made for the initiation of insolvency proceedings against the Partner's assets;

b)   the Partner is more than two months late on any payment due under this Agreement, without this precluding Hubject from asserting any other rights arising in relation thereto;

c)   the Partner continues to be in breach of a material obligation under the eRoaming Agreement upon expiry of a time limit granted to the Partner for rectifying such breach or despite having been issued with a warning notice relating to such breach; no such warning notice or setting of a time limit shall be required in cases falling within the scope of section 314(2) of the German Civil Code.

16.3   Any termination notice must be submitted by letter, by fax or via the Partner's account.

17   Data protection
In connection with the activation of charging stations and the related communication between the Parties required for this purpose Hubject may become aware of or handle the personal data of EM Users, if only indirectly. The Parties hereby agree that Hubject is commissioned to collect, process and use any such data on behalf of the Partner and that any such collection, processing and use of such data must be carried out in accordance with the provisions and data processing procedures described in more detail in the **Appendix [Data Processing Procedures]** attached hereto.

18   Final provisions

18.1   Neither Party may set off any claim hereunder against any other claim it may have against the other Party, or exercise any right of retention in respect of any such claim, unless the relevant claim is undisputed or an enforceable judgment has been rendered in respect of that claim.

18.2   The Partner hereby gives its consent for Hubject to use

the Partner's company logo on Hubject's websites as a reference to indicate the partners cooperating with Hubject.

18.3 Any standard terms of business or other such contractual terms put forward by the Partner shall not become a part of this Agreement, neither at the time this Agreement is executed nor at any other time, even if they are introduced into this business relationship in whatsoever form after execution hereof.

18.4 If any provision set out in this Agreement is held to be invalid or ineffective in its entirety or a part thereof, it shall not serve to invalidate the remaining provisions set out in this Agreement, which shall remain in full force and effect as if such provision had not originally been contained in this Agreement.

Appendices

Appendix [Service Level]
Appendix [OICP]
Appendix [Technical Specifications and IT Security]
Appendix [Labeling Guide]
Appendix [CPO Fees and Payment]
Appendix [eRoaming Agreement]
Appendix [Data Processing Procedures]