

Contract Terms CHECK Technology

1 Object of the Agreement

1.1 Hubject makes the requirements and information outlined in detail in the **Appendix [Technical Specifications and IT Security]** ("**Technical Specifications**") available to the Partner in order to allow the Partner to configure its charging systems so as to establish their physical compatibility with the Platform. Hubject does not provide any warranty that the Technical Specifications will be sufficient to guarantee the physical compatibility between the charging systems marketed by the Partner and the Platform. However, if and where it receives a request to this effect by the Partner, Hubject will provide further information where this is proven to be necessary in order to establish physical system compatibility and where such information is in Hubject's possession.

1.2 Subject to the condition that the charging systems marketed by the Partner comply with the Technical Specifications, by paying the remuneration as set out in Section 2 hereof the Partner receives the right to use the seal "Hubject eRoaming Technology" for the purpose of marketing and sales activities in accordance with the provisions set out in the **Appendix [Guidelines for the Use of the Hubject Seal Technology]** and with reference to the guideline version valid at the time of the agreement's execution. The right to use the Hubject Seal is awarded to the Partner only, and may not be transferred by the Partner to any third party without Hubject's prior written consent.

1.3 The Partner must not make any declarations in connection with the issuance of the Hubject Seal that might give the impression that the system's compatibility has been verified and certified by Hubject. Furthermore, the "Hubject eRoaming Technology" seal must generally not be used in a way that might be deemed misleading. In particular, the Partner must not create the impression in the market that its use of the Hubject Seal is equivalent to having obtained official approval by the competent authorities.

1.4 The software-related compatibility between charging systems and the Platform is not within the scope of this Agreement.

2 Hubject's Remuneration under the Agreement

2.1 In consideration for being provided with the Technical Specifications and being awarded the right to use the Hubject Seal pursuant to Section 1 hereof the Partner is required to pay to Hubject a one-time user licence fee in the amount of €990 plus German VAT (where and as applicable).

2.2 The user licence fee is due and payable upon execution of this Agreement.

3 Warranty and Liability

3.1 Hubject does not provide any warranty that any charging system marketed by the Partner under the Hubject Seal and having been configured in compliance with the Technical Specifications is compatible with the Platform; the responsibility for establishing system compatibility between any charging system and the Platform rests with the Partner alone.

3.2 Hubject is not liable for any loss or damage, or any expenses suffered or incurred by the Partner, irrespective of the legal grounds on which any such

claim may be based (breach of pre-contractual obligation, contract, tort etc.).

3.3 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.

3.4 Any exclusion or limitation of Hubject's liability pursuant to the provisions set out hereinabove also applies in favour of any statutory or vicarious agent or employee acting on behalf of Hubject.

3.5 Nothing in this Section 3 is to be construed so as to affect the Partner's burden of proof to the Partner's disadvantage.

4 Revocation of Right of Use

4.1 Hubject is entitled to revoke the Partner's right of use

a) if the Partner is more than 2 months late on any of its payments due under this Agreement, in which case the right of use is revoked for the entire duration of the default,

b) if the Partner is in serious breach of the terms of use.

4.2 If and where the Partner's right of use is revoked pursuant to Section 4.1, the Partner is no longer entitled to use the seal "Hubject eRoaming Technology".

5 Confidentiality

5.1 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, 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*).

5.2 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.

5.3 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.

6 Final Provisions

6.1 No General Terms of Business nor any other terms and/or conditions introduced by the Partner become a part of this Agreement, neither upon execution hereof nor at any other time. This also applies if neither of the Parties objects to the inclusion of said terms and/or conditions in each case.

6.2 If any of the provisions of this Agreement are, become or are held to be ineffective or void in their entirety or a part thereof this does not affect the remaining provisions, which are to remain in full force and effect.

Appendices

Appendix [Technical Specifications and IT Security]

Appendix [Guidelines for the Use of the Hubject Seal Technology]

Appendix [OICP]