

**Contract Terms CHECK System**

- 1 Partner IT Workshop**
- 1.1 Hubject will host for the Partner a Partner IT Workshop as defined in more detail in the **Appendix [Certification Assistance]**; during said workshop, among other things, the organisation and structure of Hubject's system will be explained and the prerequisites for a successful connection to the Platform and for enabling compatibility between the Systems offered by the Partner and the Platform will be described in detail ("**Certification Assistance**"). As part of the Certification Assistance service the Partner receives the individual documents listed in the **Appendix [Certification Assistance]**.
- 1.2 The date on which the Partner IT Workshop is to take place and the number of staff that the Partner can register as participants of the workshop will be mutually agreed between the Parties. Hubject has the right to hold joint Partner IT Workshops for a number of charging infrastructure and/or client management system manufacturers if this does not compromise the purpose of the training. All travel, food and accommodation expenses incurred in connection with the workshop by the members of staff taking part on behalf of the Partner must be borne by the Partner.
- 2 Certification Procedure**
- 2.1 Following completion of the Partner IT Workshop the Partner is entitled to require Hubject to perform the compatibility test to be offered by Hubject in accordance with the provisions set out in detail in the **Appendix [Certification Procedure]** so that the System can be connected to the Platform.
- 2.2 Hubject will communicate the result of the compatibility test to the Partner in writing. If the Partner's System does not pass the compatibility test the Partner is entitled to a second compatibility test run free of charge. For any other additional test runs Hubject will charge the Certification Fee pursuant to Section 5.3 in each case.
- 2.3 After each successful test run Hubject completes the certification procedure as defined in more detail in the **Appendix [Certification Procedure]**.
- 3 Issuance and Use of the Seal "Hubject Certified eRoaming System"**
- 3.1 Upon successful completion of the compatibility test and of the certification procedure, and upon receipt of Hubject's written communication confirming the successful test result pursuant to Section 2 hereof the Partner is entitled to use the seal "Hubject Certified eRoaming System" for the purpose of sales and marketing measures in accordance with the provisions set out in the **Appendix [Guidelines for the Use of the Hubject Seal System]** (collectively referred to as "**Certification**"). 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 express consent. Hubject reserves the right to connect the Certification to the version number of the Hubject Open InterCharge Protocol (OICP) used for connection to the Platform and to publish it in a memo alongside the "Hubject Certified eRoaming System" seal. The use of the version number of the seal is explained in detail in the **Appendix [Guidelines for the Use of the Hubject Seal System]**.
- 3.2 The Partner may only make such further declarations relating to the issuance of the Hubject seal and the characterisation of its systems as a "Hubject Certified

- eRoaming System" as correspond to the extent and scope for which the certification was granted. In particular, in any further public declarations made by the Partner about or in connection with the certification the Partner must clarify that the seal only certifies compliance with the compatibility test requirements. The "Hubject Certified eRoaming System" seal must not be used in a way that might be deemed misleading. In particular, the Partner must not create the impression in the market that the certification awarded by Hubject is equivalent to an official approval by the competent authorities.
- 4 Technical Changes to the Platform**
- 4.1 Hubject will notify the Partner in due time, but no later than three weeks in advance, of any technical changes to the Platform if and to the extent that such changes affect compatibility between the Platform and the System successfully tested by the Partner.
- 4.2 In such case Hubject will give the Partner the opportunity to repeat the certification procedure so that the Partner may obtain an updated certification which would ensure compatibility of the connected System with the modified Platform. The details as to the scope of any re-certification carried out at a later point in time, and the applicable additional provisions will be mutually agreed between the Parties; in case of doubt the provisions set out herein apply.
- 5 Hubject's Remuneration under the Agreement**
- 5.1 For the services provided by Hubject in connection with the Certification Assistance pursuant to Section 1 hereof, the compatibility testing and the certification procedure pursuant to Section 2 hereof, and for the right to use the Hubject seal "Hubject Certified eRoaming System" pursuant to Section 3 hereof ("**Certification Fee**"), the Partner shall pay the fees set out hereinbelow on the respective due dates indicated in each case.
- 5.2 The Certification Fee for a System is €7,990.00 plus German VAT (where and as applicable). If the Partner intends a charging infrastructure system as well as a client management system to be certified under this Agreement at the same time the Certification Fee in total is €10,990.00 plus German VAT (where and as applicable). The Certification Fee becomes due and payable upon announcement of the test result by Hubject, but no later than 90 days after execution of this Agreement.
- 5.3 The first re-certification based on the new release of the OICP is already included in the Certification Fee pursuant to section 5.2. For an additional re-certification the fee is €2,990.00 plus German VAT (where and as applicable).
- 6 Warranty and Liability**
- 6.1 Hubject only warrants that the Partner's System successfully tested in the course of compatibility testing in accordance with the **Appendix [Certification Procedure]** is compatible with the Platform, except to the extent that compatibility of the Partner's System has been affected by any changes to the Platform announced and implemented by Hubject pursuant to Section 4 after execution of the Agreement. In addition, Hubject does not warrant the compatibility with hardware of a third party that has not been used in the course of the testing.
- 6.2 Hubject is not 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.).

6.3 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.

6.4 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.

6.5 Nothing in this Section 6 is to be construed so as to affect the Partner's burden of proof to the Partner's disadvantage.

## 7 Revocation of Certification

7.1 Hubject is entitled to revoke the Partner's Certification

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

b) if the Partner is in serious breach of the provisions governing Certification.

7.2 If the Partner's right of use is revoked pursuant to Section 7.1 the Partner is no longer entitled to use the Hubject seal "Hubject Certified eRoaming System".

## 8 Confidentiality

8.1 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*).

8.2 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.

8.3 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.

## 9 Final Provisions

9.1 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.

9.2 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 [Certification Assistance]**

**Appendix [Certification Procedure]**

**Appendix [Technical Specifications and IT Security]**

**Appendix [Guidelines for the Use of the Hubject Seal System]**

**Appendix [OICP]**