# Agreement on the Certification of Charging Infrastructure and Client Management Systems

# "intercharge CHECK Software"

(hereinafter referred to as "Agreement")

This Agreement is made and entered into by and between

Hubject GmbH, EUREF-Campus 22, 10829 Berlin (Germany),

– hereinafter referred to as "Hubject" –

and

[Insert full name (including an indication of legal form) and address of the Partner]

- hereinafter referred to as "Partner" -

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Hubject and the Partner hereinafter also referred to individually as a "Party" or collectively as the "Parties" –

#### **WHEREAS**

Hubject operates a software-based electric vehicle roaming (eRoaming) platform (the "Platform") through which it connects different market participants in the field of emobility. In particular, Hubject's Platform provides a link between providers of emobility services and operators of electric vehicle charge stations. In order to connect to the Platform via the dedicated interfaces and to ensure the compatibility between the charge station management system and/or the client management system (each the "System") and the Platform's interfaces required for this purpose the System's operating software is subject to certain requirements.

In order to allow manufacturers of charging infrastructure systems and manufacturers of client management systems to provide their customers with Systems that are compatible with the Platform Hubject offers a workshop and certification package that, alongside a Partner IT Workshop covering the basics of establishing a system's compatibility with the Platform, includes the right to use the Hubject seal "Hubject Certified eRoaming System" in accordance with the provisions set out hereinbelow following a successful connection to the Platform on the part of the Partner.

Current as at: 01 January 2019

The Partner manufactures charging infrastructure systems and/or client management systems and wishes to obtain the seal "Hubject Certified eRoaming System".

NOW THEREFORE, the Parties agree as follows:

## I. Object of the Agreement

- I.1 Hubject will host for the Partner a Partner IT Workshop as defined in detail in the Contract Terms intercharge CHECK Software including appendices to be downloaded under <a href="http://www.hubject.com/en/terms-and-conditions/">http://www.hubject.com/en/terms-and-conditions/</a> and grants the Partner in case the conditions defined in the Contract Terms intercharge CHECK Software are met the right to use the Seal "Hubject Certified eRoaming System".
- I.2 The Partner accepts the Contract Terms intercharge CHECK Software including Appendices that in their respective current version form an integral part of the Agreement and can be downloaded under <a href="http://www.hubject.com/en/terms-and-conditions/">http://www.hubject.com/en/terms-and-conditions/</a>. However, the provisions of the Agreement set out in this contract document shall always prevail in case the Contract Terms intercharge CHECK Software including the Appendices may contain inconsistent or contradictory provisions.

### II. Choice of law, Place of Jurisdiction

This Agreement shall be governed by, and construed in accordance with, German law. The Parties hereby agree that the Berlin Regional Court (Landgericht Berlin) shall have exclusive jurisdiction to settle any disputes arising under or in connection with this Agreement.

### III. Billing address of the Partner

	Invoices shall be sent to the following billing address (incl. name of the relevant contact person) of the Partner: The VAT		evant
			The VAT
	of the Partner is:		
Place,	date	Place, date	
	<del></del>		
Hubje	ct	Partner	