

HUBJECT PARTNERSHIP AGREEMENT

between

COMPANY NAME, ADDRESS

– hereinafter referred to as “**Partner**” –

and

Hubject Inc., 200 Spectrum Center Drive, Ste. 300, Irvine, CA 92618.

– hereinafter referred to as the “**Hubject**” –

- the Partner and Hubject are hereinafter also referred to individually as the "Party" and collectively as the "**Parties**". –

Scope of the Partnership Agreement

1. Product/Services;

This Partnership Agreement is made and entered into by and between Hubject and the Partner for the purposes Hubject providing the following products and services:

Hubject Intercharge (“Platform”)

Hubject operates a software-based business-to-business, e-mobility service platform (“**Platform**”) through which it connects operators of electric vehicle charging stations, the charge port operators (“**CPO**”), and providers of e-mobility services (E-Mobility Provider, “**EMP**”). The Platform allows charge port operators to make the charging stations they operate available to EMP customers who use electric vehicles (“**EV Drivers**”) and to certain other users of electric vehicles who charge their vehicles on an ad-hoc basis (“**Ad-Hoc Users**”) without having any contractual relationship with any EMP (“**Ad-Hoc Charging Services**”). For these purposes, all charge port operators using the Platform will endeavor to cooperate with all EMPs who have entered into an Order Form or Partnership Agreement with Hubject under a multi-party contract (“**eRoaming Agreement**”) as well as any other agreements between the Parties relating to this engagement (“**Appendices**”).

Hubject Plug&Charge (“Ecosystem”)

Hubject operates the necessary certificate pools and services according to ISO 15118 and VDE-AR-E 2802-100-1 standards. This system is called Plug&Charge Ecosystem (“**Ecosystem**”). Furthermore, Hubject provides the option to take over the certificate management for the the relevant market roles charge point operators (“**CPO**”), providers of e-mobility services (E-Mobility Provider, “**EMP**”) as well as automotive original equipment manufacturers (“**OEM**”) and operates the necessary V2G PKI.

2. Territories

This Partnership Agreement is limited to the following territories, which Hubject will provide its Product/Services: **North America**.

The Partnership Agreement and its Appendices may be amended if agreed in writing by both Parties to include additional regions.

3. Term; Termination

This Partnership Agreement will become effective as of the last signature date below and continue thereafter for a period of **THREE (3) years**.

Thereafter, this Partnership Agreement will automatically renew for additional one (1) year terms unless either Party gives written notice to the other Party of its intent not to renew at least sixty (60) days' prior to expiration of the then pending term.

Notwithstanding the foregoing, this Partnership Agreement may not be terminated by Partner before its expiry except for an uncured material breach of the Partnership Agreement or the Contract Terms by Hubject.

4. Fee Schedule; Payment

Partner will pay Hubject the fees set forth in the Agreement. **See Appendix "Fees & Payment"**

5. Authorized Person for Data Protection Matters/Billing Address:

Data Protection Contact:

If Hubject processes sensitive data on behalf of the Partner the Partner appoints the following persons who are authorized to issue instructions to Hubject:

[INSERT NAME, ADDRESS AND OTHER CONTACT INFORMATION FOR EACH REGION AS APPLICABLE]

Finance/Billing Contact:

Invoices shall be sent to the following billing address (incl. name of the relevant contact person) of the Partner:

[INSERT NAME, ADDRESS AND OTHER CONTACT INFORMATION FOR EACH REGION AS APPLICABLE]

6. Confidentiality

The Partner will hold this Partnership Agreement, including the pricing herein, in strict confidence and will not disclose it to any unauthorized third party (except to its accountants and lawyers or pursuant to a court order or lawful discovery request) without Hubject's prior written authorization.

7. Assignments

The Partner may assign its rights and interests under this Agreement to its majority owned subsidiaries or majority owned affiliates, without the need to obtain Hubject's approval, provided that any such assignee

must agree to be bound in writing by the terms and conditions of this Agreement and no assignment of this Agreement by the Partner shall be deemed a novation.

8. Agreement, Appendices and Terms & Conditions

The Partner accepts the Partnership Agreement including the attached Appendices that in their respective current version form an integral part of the Agreement. However, the provisions of the Agreement set out in this contract document shall always prevail in case the Partnership Agreement including the Appendices may contain inconsistent or contradictory provisions.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the law of the State of California, without reference to its conflict of laws rules. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a Party elects to file an action in federal court) located in Los Angeles, California.

Should a conflict arise between this clause (IX. Governing Law) and Appendices, this clause shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Partnership Agreement to be executed by the duly authorized signatories listed below, as of the day and year first above written.

HUBJECT Inc

By: _____

Name: _____

Title: _____

Date: _____

[INSERT PARTNER NAME]

By: _____

Name: _____

Title: _____

Date: _____

Appendix [eRoaming Agreement]

1. eRoaming Participants and Third-Party Beneficiary

- 1.1 Hubject is not a party to this eRoaming Agreement.
- 1.2 Upon the effective date of the EMP's or CPO's applicable Partnership Agreement, such EMP or CPO automatically becomes an eRoaming Participant. Any and all EMPs and CPOs that effect a Partnership Agreement with Hubject shall be an eRoaming Participant. Each eRoaming Participant hereby irrevocably authorizes Hubject for the term of this eRoaming Agreement to accept any new party to an applicable Partnership Agreement with Hubject, subject to the provisions provided herein, and to submit and receive any declarations or consents required for such acceptance, which is affected by Hubject's entering into a Partnership Agreement with any new eRoaming Participant.
- 1.3 Hubject is an intended third-party beneficiary of this eRoaming Agreement. In this regard, Hubject shall be entitled to exercise all rights available to any eRoaming Participant under this Agreement and enforce all terms and conditions of this eRoaming Agreement to the extent such rights, terms, and conditions impact or otherwise relate to Hubject, including all indemnification rights hereunder, or as Hubject would have were it a party hereto. In addition, the eRoaming Participants directly authorize Hubject the authority and the right to amend this eRoaming Agreement on their behalf, effective thirty (30) days after Hubject provides notice of such amendment. Each eRoaming Participants continued use of the Platform constitutes its acceptance of any such amendment. The eRoaming Participants acknowledge and agree that a breach of this eRoaming Agreement shall be deemed and considered a breach of the Agreement.

2. Scope of Agreement

- 2.1 This eRoaming Agreement only governs the rights and obligations incurred by and between the eRoaming Participants as a result of their participation in the Network. The provisions of this eRoaming Agreement do not apply to any charging transaction in which an EV Driver charges at a Charge Station where the CPO is also the EMP of such EV Driver, e.g., at any EMP's/CPO's own Charge Station.
- 2.2 This eRoaming Agreement shall not affect any rights and obligations between Hubject and the eRoaming Participant as set forth and effective by the applicable Agreement. In the event of a conflict between this eRoaming Agreement and the terms and conditions set forth elsewhere in the Agreement, the terms and conditions set forth elsewhere shall control.

3. Availability and Display

- 3.1 Every CPO shall make the Charge Stations they register with the Platform available to any EV Driver on an EMP's account for use in accordance with the provisions of the applicable Agreement, including the provisions as are set out in the Agreement, and in conformity with this eRoaming Agreement. Such obligation is subject to any fee or capacity terms for the respective Charge Station, as permitted by this eRoaming Agreement and the Agreement.
- 3.2 Every EMP shall ensure that the static location details as set out in the Agreement are displayed for all Platform-registered Charge Stations following a respective search request by any of the EMP's EV Drivers. Subject to the terms and conditions of this Agreement and the eRoaming Agreement, the EMP may decide, at its discretion, in what way and form to display such data; the provision of a link leading to a website intended for its EV Drivers and showing the aforementioned Charge Stations along with the aforementioned details, is sufficient for such purpose.

4. Fees for Use of Charge Stations

- 4.1 Any charging transaction by any EV Driver at any Charge Station is carried out on behalf and on account of the EMP responsible for such EV Driver. To this extent, the applicable EMP must pay to the CPO who registered such Charge Station with the Platform the fees payable for such transaction. For this purpose, a successful authentication and authorization of such EV Driver in accordance with the provisions set forth in the Agreement is required.
- 4.2 Except as provided otherwise in any Special Agreement, the terms and conditions (as expressly permitted by the CPO's Contract Terms) and fees published by the respective CPO on the Platform apply to use of any Charge Station.
- 4.3 Any CPO shall provide on the Platform the terms and conditions (as expressly permitted by the CPO's Contract Terms) and the fees applicable to use of its Charge Stations by EV Drivers, including any information as to changes to such terms and conditions or fees. For the avoidance of doubt, CPO may not make any warranty or representation that: (i) is on behalf of Hubject; or, (ii) is in regards or relation to the Platform or the services and products provided thereon. The CPO shall defend, indemnify, and hold Hubject harmless from any claims, losses, deficiencies, damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) (collectively, "Claims") asserted or assessed against Hubject by any party that relate to or result from the CPO's terms and conditions for use of its Charge Stations or the CPO's provision of its services to the EMP and the EV Drivers. The foregoing indemnity obligations shall not apply to the extent such Claims result from Hubject materially and inaccurately presenting the CPO's terms and conditions on the Platform. Any CPO must publish on the Platform any changes to its fees no less than six (6) weeks before the end of any given calendar quarter. Any fee changes will then be effective at the start of the quarter following their publication.
- 4.4 Any eRoaming Participant may enter into any Special Agreement, the provisions of which are separate and apart from this eRoaming Agreement. Accordingly, any fees agreed under any Special Agreement are not provided on the Platform and shall not be displayed at any Charge Station. The eRoaming Participants acknowledge and agree that no Special Agreement may make any warranty or representation that: (i) is on behalf of Hubject; or, (ii) is in regards or relation to the Platform or the services and products provided thereon. The eRoaming Participants that are subject to an applicable Special Agreement shall defend, indemnify, and hold Hubject harmless from any Claims asserted or assessed against Hubject by any party that relate to or result from the Special Agreement. Except as set forth otherwise herein, any and all rights and obligations applying between any eRoaming Participant who is a party to such Special Agreement and any eRoaming Participant who is not a party thereto remain unaffected.
- 4.5 At the end of any given calendar month, each CPO shall issue to any EMP an invoice covering any and all of the CPO's due and applicable fees for such EMP in connection with the use of the CPO's Charge Stations by the applicable EV Drivers within such calendar month. The fees set forth on such invoice become due and payable thirty (30) days after the EMP's receipt thereof. Any such invoice must contain the billing information required under the selected billing system and any other billing data or assessments as required under any applicable law. Each EMP is responsible for complying with any applicable law as to the billing of its EV Drivers in accordance with the fees agreed between the EMP and its EV Drivers; however, any CPO shall provide any reasonable further billing data required by any EMP upon receiving a request by such EMP to such effect. Each eRoaming Participant shall defend, indemnify, and hold Hubject harmless from any Claims asserted or assessed against Hubject by any party resulting from the eRoaming Participant's performance of this Section, provision of invoices, billing procedures, collection of fees, or failure to comply with applicable law, including the failure to properly tabulate, assess, collect, and remit applicable sales tax in full.

5. CPO Infrastructure Requirements:

- 5.1 Each CPO shall provide and maintain functional requirements, technical prerequisites, and equipment (in particular, for authentication and activation purposes) as are required for its Charge

Stations registered with the Platform by such CPO in accordance with this eRoaming Agreement and the Agreement, and to perform any necessary communication and data transfer, in accordance with the provisions set forth in detail in the this eRoaming Agreement and the Agreement.

5.2 Charging Stations; Location Details

- a) Upon receiving from the CPO an application for registration of a charging station submitted, Hubject shall review the application, and if acceptable to Hubject, in its sole discretion, register such charging station and submit a confirmation notice to the CPO.
- b) The CPO may apply to have any registered Platform charging station deregistered, which will be effective at the end of any given calendar month, by providing at least one (1) week's prior notice.
- c) The CPO shall make all charging stations it has registered on the Platform available for use by any EV Driver in accordance with the provisions set forth in this Agreement, subject to any capacity restrictions for the applicable charging station. The CPO shall provide such service on behalf and on account of the relevant CPO in accordance with the terms and conditions set forth in the eRoaming Agreement agreed pursuant to Appendix (eRoaming Agreement).
- d) Each charging station registered on the Platform must comply with the applicable laws, policies, and standards effective on the day it becomes operational and must be operated and maintained in accordance with the applicable laws, policies, 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].
- e) The CPO shall ensure that each charging station it registers on the Platform displays the Interchange Compatibility logo ("Logo") in a clear and legible manner and in accordance with the requirements set out in the Appendix [Labeling Guide], with the Logo in each case to be affixed before the CPO registers the charging station pursuant to Section 5.1 above. During the term of this Agreement, Hubject grants CPO a non-exclusive, non-transferable, and revocable license to use the Logo for the purposes set forth in this Section. The CPO shall immediately remove the Logo from any deregistered charging station upon the effective date of deregistration as set forth in Section 5.2.
- f) The CPO shall immediately notify Hubject if any registered charging station becomes inoperative for a reason besides deregistration. The CPO shall immediately notify Hubject if such registered station becomes active again.
- g) All charging stations registered on the Platform, whether located in a public, semipublic, or private space, must be accessible to any EV Driver to use. Notwithstanding the foregoing, the CPO 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 EV Drivers who have also purchased other services provided by the CPO at such location, subject to compliance with applicable laws. If the CPO decides to impose any such restrictions for use of any charging station, or if it decides to lift any restrictions previously imposed, the CPO shall provide ten (10) business days' prior notice thereof to Hubject in accordance with Section 7 (Communication) below. Hubject may suspend, in good faith and in its sole discretion, CPO's account or access to the Platform for any such restrictions it deems unsatisfactory or illegal.
- h) If any charging station does not comply with the terms and obligations set forth in this Agreement, Hubject shall have the right to suspend the CPO's access to the Platform or disconnect that charging station from the Platform immediately and to update the list of Platform-registered charging stations accordingly.

- i) For each charging station the CPO has registered on the Platform the CPO shall communicate to Hubject the relevant static and dynamic location details which Hubject shall enter and store on the Platform ("CPO Data"); Hubject may use this data for such purposes in relation thereto communicate it to any EMP so as to allow the relevant EMP to display such location details to their respective EV Drivers. In addition, CPO hereby grants Hubject a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit CPO Data in unmodified or modified form (e.g., in aggregated form or by way of linking with any other data), for: (i) purposes of performing this Agreement; (ii) for Hubject's business purposes, including the provision of products and services to Hubject's customers; and (iii) to commercially exploit, sell, or distribute to any third party for commercial exploitation by that third party. The CPO Data will not be considered CPO's Confidential Information

6. EMP Infrastructure Requirements:

- 6.1 Each EMP has the obligation to each CPO to provide and maintain such functional requirements, technical prerequisites, and equipment, for authentication and activation purposes in particular, as are required for connection to the Platform, and to perform any necessary communication and data transfer, in accordance with the provisions set forth in detail in this eRoaming Agreement and the Agreement.
- 6.2 Charge Detail Records; Location Details
 - a) Once an authorized charging session has ended, the relevant CPO will deactivate the relevant charging station and provide to EMP all relevant data relating to the use of the charging station by the EV Driver ("Charge Detail Records"), which include the start and end time of the relevant charging session and the meter readings before and after charging, among other data. In this process, the CPO will not provide any personally identifiable data of the EV Driver to Hubject.
 - b) Additional details relating to Charge Detail Records and location can be made available upon request.
 - c) EMP shall not use either Charge Detail Records or location details outside of its business relationships with its EV Drivers; furthermore, EMP may use Charge Detail Records in relation to the affected EV Driver only. EMP shall not commercially exploit this data in any other way, in particular without limitation, EMP shall not provide it to any third party for commercial exploitation by that third party. Hubject shall have the right to use the Charge Detail Records, in anonymized form, for research purposes, statistical analysis, demographics, and the improvement of its products and services, including the commercial exploitation of such anonymized data. EMP shall ensure that all static and dynamic location details are displayed for each Platform-registered charging station if and when any of its EV Drivers submits a corresponding search request. EMP may decide, in its discretion, the manner and form to display the data; providing a link which leads to a website intended for its EV Drivers that shows the aforementioned charging stations.

7. No Additional Charges

- 7.1 Except as set forth in this eRoaming Agreement, as set forth in the applicable Agreement, or as otherwise agreed to pursuant to a Special Agreement, there are no other fees or costs to be paid by EMP to the CPO. In the event the eRoaming Participants enter into a Special Agreement, any claim for payment relating to any service performed under or in connection with any Module shall remain unaffected.

8. Expansion of Network Functions by Module

- 8.1 The basic functionality of the Network may be expanded by way of optional Add-On Modules, which may be used to offer additional services for the Platform than the Base Module. Any eRoaming

Participant may obtain an Add-On Module from Hsubject in accordance with the applicable Agreement. If and to the extent any such Add-On Module is offered, additional or amending terms and conditions to the Agreement and this eRoaming Agreement shall apply, including additional obligations between any eRoaming Participant selecting such Add-On Module and any other eRoaming Participants who have selected such Add-On Module in accordance with the provisions of its Agreement through the dedicated function provided on the Platform. Notwithstanding the foregoing, Hsubject is entitled to unilaterally change any Module, the applicable additional terms, or the fees associated therewith in accordance with the provisions set forth in the Agreement, including the obligations between the eRoaming Participants.

- 8.2 Any eRoaming Participant's right to terminate such Add-On Module in accordance with the Agreement remains unaffected. In such case, from the effective date of such termination, such eRoaming Participant is no longer bound by any additional contractual obligations to any other eRoaming Participant provided for under the description of such Add-On Module, however, for the avoidance of doubt, the terms and conditions of this eRoaming Agreement shall remain in full force and effect.

9. Data Protection

- 9.1 Any eRoaming Participant shall collect, process, store, transmit, and use any data it receives from other eRoaming Participants, including data which might allow the identification of any individual or entity, in accordance with all applicable data protections laws and the applicable data protection, privacy, and data security requirements provided to the eRoaming Participant by Hsubject ("Privacy and Security Requirements"). The eRoaming Participants acknowledge and agree that Hsubject may update or amend the Privacy and Security Requirements at any time upon notice to the eRoaming Participants. Each eRoaming Participants shall defend, indemnify, and hold Hsubject harmless from any Claims asserted or assessed against Hsubject by any party for its failure to comply with this Section 10 (Data Protection).
- 9.2 Without limiting the foregoing, no data that allows the identification of any person, either directly or reasonably indirectly, may be transferred as unencrypted information via any public network, and any such data may only be collected, processed, and used for the sole purpose of billing for any charging transaction.
- 9.3 If any eRoaming Participant becomes aware that any data to be processed, stored, transmitted or used on behalf of any other eRoaming Participant may have been disclosed, used, corrupted, or accessed by any unauthorized third party, it shall immediately notify the affected eRoaming Participant thereof and provide a report detailing any information as requested by the effected eRoaming Participant as it becomes known or reasonably certain, including amendment or updates to previously reported information. Such notification shall also be provided to Hsubject contemporaneously, and Hsubject shall have the right to supplement or request any additional information from either party.

Appendix [Plug&Charge Agreement]

1. V2G Root CA

1.1 Hubject as the operator of the V2G Root CA will perform the following tasks:

- a) Operation of a V2G Root CA, issuance and revocation (revocation) of certificates, namely the charging station certificates, the vehicle certificates, the contract certificates and the contract provisioning certificates, as well as the associated Sub CAs of the respective PKI strand.
- b) Provision of a Root Certificate Pool (RCP) for centralized storage and retrieval of Mobility Operator, Automobile Manufacturer (OEM) root certificates and V2G root certificates.
- c) The details for the operation of the V2G Root CA are regulated in the Hubject Inc. V2G Certificate Policy (CP) and the Interface Description for Hubject Plug&Charge Ecosystem & PKI (ID). The CP and the ID are part of this Plug&Charge Agreement and are binding for the Partners.
- d) Hubject operates a PKI and, in accordance with this Agreement, ensures the application, issuance, distribution, use, exchange and revocation of certificates. Details of this are regulated in the CP.
- e) The storage size of an individual certificate, the length of a certificate chain, the number of root CA certificates, the validity and validity period of the individual certificates, and the structure of the PCID are defined by the CP, in its currently valid version. The validity check of the certificates is carried out in accordance with the CP in its current valid version. The installation of certificates and the provision of certificates shall be carried out in accordance with the valid Interface Description of the Plug&Charge Ecosystem offered by Hubject.

1.2 Hubject, in its function as CCP (Contract Certificate Pool) operator, makes the data containers signed by the respective CPS available for retrieval. The requirements for access to the CCP are determined in accordance with the Interface Description.

1.3 Hubject, in its function as CPS operator, signs the contract data issued by the Mobility Operator and provides these contract certificate packages to the CCP. The CPS also ensures that the contract data received from the Mobility Operator is valid and that only valid data signed by it is sent to the CCP.

1.4 Hubject will implement the respective valid versions of ISO 15118 and VDE-AR-E 2802-100-1 no later than 12 months after publication by the respective bodies. If the updated version of the ISO 15118 standard should give rise to a need for adaptation on the part of the Partner, Hubject will inform the Partner of this without delay, but no later than 3 months before the intended update.

1.5 The Partner is obliged to comply with all requirements arising from the Plug&Charge Interface Description. Violation of requirements from the Plug&Charge Interface Description may lead to refusal of access to the system.

1.6 The Partner shall be obligated to provide remuneration for the services provided by Hubject pursuant to Appendix Fees and Payment.

2. Property rights

2.1 Hubject remains the owner of all rights to the Certificates and the PKI, even if the User modifies a Certificate or combines it with its own programs or content or that of a third party.

- 2.2 All intellectual property rights (whether or not property rights are formally registered) that may be created or used in connection with the performance of this User Agreement shall remain the property of the party that created or otherwise has legal title to such rights. It is not the intention of the Parties to transfer, license or otherwise dispose of any Intellectual Property Rights unless the Parties expressly agree otherwise.

3. Privacy

With regard to the protection of personal data, the Parties undertake to observe and comply with the provisions of the relevant data protection laws in the geographical scope of this Agreement as amended from time to time.

4. IT Security Audit

All participants in the Hubject PKI and Ecosystem must be audited by Hubject against the requirements of the Hubject Certificate Policy to ensure compliance with IT security in backend, processes, and implementation. There is therefore an obligation to enable an audit of its PKI or hardware.

The audit is valid for three years and will be renewed at the earliest in the fourth year of the existing contractual relationship. In principle, the partner is obliged to ensure that the security requirements from the Hubject CP and ISO 15118 are met permanently and in all productive software versions, regardless of updates.

The costs for the audit are borne by the partner and are remunerated at the Hubject daily rate. The exact conditions are clarified in the role-specific attachment.

Appendix [Service Level Agreement]

This is an Appendix to the Partnership Agreement for the Automotive OEM, Charge Port Operator (“CPO”) AND/OR eMobility Provider (“EMP”), and the associated Appendices (collectively, the “Agreement”). Capitalized terms not otherwise defined in this Appendix will have the meanings in the Agreement.

1. Availability

The availability of the Platform is always measured at the external router at Hubject’s or its service provider’s facility, and refers to the time during which the Platform is available for use by CPOs and EMPs. Any other Platform state is categorized as unavailable (downtime).

Any time attributable to one of the following occurrences will be deemed excusable downtime and not counted against the availability of the Platform: (i) environment issues affecting connectivity or interfering with the Platform, including without limitation, telecommunications connection or any other software or equipment, web sites, firewall software, hardware or security settings, configuration of anti-virus software or anti-spyware or malware software, or operator error of; (ii) any third party software, hardware, or telecommunication failures, including Internet slow-downs or failures; (iii) force majeure events, including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other similar cause beyond the reasonable control of Hubject; (iv) issues related to third party domain name system (DNS) errors or failures; (v) any time during scheduled maintenance windows or emergency maintenance; and, (vi) any other agreed exceptions, e.g., as part of change or continuity.

The availability is only measured on the production version of the Platform and does not apply to any other system (quality assurance, integration, staging, etc.). Availability reports will be issued monthly; the availability, however, is always calculated on an annual, accumulated basis, based on Hubject’s statistics.

2. Basis of Calculation:

365 days at 24 hours/day = 8,760 hours = 525,600 minutes – is 100%.

2.1 Intercharge Platform

ID	Service Level Classification	Goal
1	Availability in % per (1) contract year	99.85%
	Maximum allowed downtime (excluding excusable downtime) per year:	43.8 hours
2	Availability in % per (1) contract year	98.9%
	Maximum allowed downtime (excluding excusable downtime) per contract year:	96 hours

2.2 Plug&Charge Ecosystem

- Availability: > 99.5% uptime per year
- Min. 1,000 certificate requests per hour via online interface

- Min. 10,000 OCSP responses per hour
- Min. 10,000 Certificate Pool Read requests per hour

3. Operating Times and Maintenance Work

3.1 Maintenance Work

Hubject may interrupt Platform operation for the duration of any scheduled maintenance work. During such times, which may involve interruptions to or restrictions in the availability and provision of the Platform, Hubject shall not be liable for its availability obligations herein. Hubject will use commercially reasonable efforts to schedule maintenance interruptions during non-peak hours. The foregoing does not apply to so-called emergency changes, e.g., the installation of security patches, which are required to secure or maintain the system's operation and which must be implemented immediately. Hubject will notify CPO of such changes without undue delay after they have been scheduled; the changes will be implemented in a way designed to minimize downtime.

3.2 Maintenance Windows

The availability goal does not apply during scheduled maintenance windows, including testing under the change management procedures. The defined maintenance windows only refer to the production version of the Platform.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
No maintenance	No maintenance	No maintenance	10:00 am - 4:00pm CET 10:00 p.m. – 4:00 a.m. PST	No maintenance	No maintenance	No maintenance

3.3 Hotline and 1st-Level Support

Telephone first level support will be available 24x7.

3.4 Operating Times 2nd-Level Business Support

Hubject provides a 2nd-level support for CPO and EMP business operations (2nd level business), which responds to any issues and incidents involving administration, CPO, EMP and contract management (e.g., end user/user cannot execute function due to not being assigned the roles/access rights required for such purpose). Requests are escalated to the 2nd-level support by the 1st-level support hotline only. 2nd level support is available: 8 a.m to 5 p.m EST Monday through Friday.

Appendix [Technical Specifications and IT Security]

1. Technical Requirements for Charging Infrastructure

AC Charging

Single-phase AC charging (up to 22kW):

The charging station is equipped with one or more SAE Type 1 charging ports. The charging station is capable of single-phase AC charging at up to 22kW nominal. The charging station varies its output according to the vehicle's charging capacity.

DC Charging

Combined Charging System:

The Combined Charging System ("**CCS**") integrates single-phase AC charging, DC home charging, and ultra-fast DC charging at public access charging stations within one vehicle inlet. In North America, the connector, called "Combo 1", is based on the Type 1 AC connector and on the Combo 1 connector (see Configuration FF of the IEC 62196-3) for high-performance DC charging.

CHAdeMO:

The CHAdeMO standard (see ISO/IEC 61851-23 and 61851-24) also supports fast DC charging. For charging the vehicle based on DC voltage, CHAdeMO requires special connectors and plugs for electric vehicles and charging stations.

Certification of Charging Infrastructures

To ensure that the charging infrastructure can be used safely, it must be certified according to the requirements of current standards and norms. The operator or the manufacturer should ensure electrical safety and compliance with the following standards: CE certification, compliance with the EMC directives, DIN SPEC 70121 and IEC 61439-7, and should include safety listings to UL2594.

In addition, DC charging stations and charging systems should meet the requirements of the following standards: IEC 61851-23 (general requirements for DC charging stations), IEC 62196-3 (definition of DC charging connections using the Combo 1 (USA) and Combo 2 (Europe) connectors) and DIN SPEC 70121 (station to vehicle communication for DC charging, based on ISO/IEC 15118) and the ISO/IEC norm 15118 for the certificate-based communication between the electric vehicle, the charging station and the IT-system. The equipment should include safety listings to UL2594.

2. Requirements for Charging Station Management; Customer Management; and, POI-data-management Systems

Interface between the Charging Station and the Charging Station Management System

The charging stations must be capable of communicating bidirectionally with the back-end system. Hubject does not define any specification regarding protocols for the communication between charging station management system and the charging station.

Interface between the Charging Station Management System and the Hubject System

The charging station management system and the Hubject system communicate via defined interfaces based on web services.

Compulsory requirements:

- a) Remote activation and remote termination of charging sessions, as well as activation and termination of charging session using other authentication methods;

- b) Transfer of billing data (delivery notice/Charge Detail Record);
- c) Transfer of static charging station location details (Point-of-Interest-Information); and,
- d) Transfer of dynamic charging point status information (Point-of-Interest-Information).

Interface between the Customer Management System and the Hubject System

The customer management system and Hubject's backend system communicate via defined interfaces based on web services.

Compulsory requirements:

- a) Remote activation and remote termination of charging sessions, as well as activation and termination of charging session using other authentication methods;
- b) Receiving of billing data (delivery notice/Charge Detail Record); and,
- c) Receiving of location details of charging stations (Point-of-Interest-Information).

Interface between the POI-Data Management System and the Hubject System

The POI-data management system and Hubject's backend system communicate via defined interfaces based on web services.

Compulsory requirements:

- a) Receiving of location details of charging stations (Point-of-Interest-Information).

3. Requirements for the IT Security between Charging Station Management Systems and the Hubject System, as well as between Customer Management Systems and POI-Data Management Systems and the Hubject System

The Platform is accessed by EMPs via the charging station management system and the customer management system as well as the POI-data management system. The communication between them uses standard internet infrastructure. Thus, the connections need to be secured to achieve the following general goals of information security:

- a) Confidentiality – messages can only be read by an intended recipient.
- b) Integrity – altering of messages during transmission (deliberately or by technical errors) must be detected.
- c) Authenticity – messages must be attributable to a unique sender. The sender must not be able to repudiate the transmission of a message.

Incoming connections from the EMP backend are sent via the internet to a load balancer node of the Platform which acts as a reverse proxy. The connection is distributed to a cluster of service processing nodes. The connection has to pass a 2-layered firewall when entering the network of the Platform.

Both the reverse proxy and the firewall provide access control using white lists which grant access only to specific IP addresses. The firewall at the network and transport layer is restricted to allowed source/destination IPs and ports. The proxy at the application layer is restricted to certain URLs.

Outgoing connections from the Platform are sent directly to the EMP backend systems but have to pass the firewall as well.

The web services are transmitted using the HTTP protocol. The SSL/TLS secured HTTPS variant encapsulates HTTP.

The SSL tunnel guarantees the above goals of information security: confidentiality via encryption, integrity via signed checksums, and authenticity via authentication using digital signatures and certificates.

With HTTPS strong server and client authentication using certificates will be used to authenticate the actual connection used for each service call.

The reverse proxy/load balancer handles the central HTTPS encryption and authentication of all incoming connections to the Platform. This includes the requests for the portal which is accessed by users with their web browsers.

No changes to the Platform are required to add a new EMP or CPO.