road
Built to take us forward

Road Platform Terms & Conditions

VERSION: November 2026

These Terms establish terms and conditions applicable to the Agreement concluded between You and Road.

1. Definitions

Unless stated otherwise, or evident in the context, the following terms shall have the following meanings:

1.1. **Ad Hoc Charging Session** means a Charging Session by an End User at a Charge Point managed by Your EV Charging Solution, which the End User pays for on an ad hoc basis through the Full Service Payment Solution.

1.2. **Affiliate** means any legal entity that Controls, is Controlled by, or is under common Control with a Party.

1.3. **Agreement** means the entire agreement between the Parties, including the Primary Agreement, Data Processing Agreement, these Terms and all appendices, schedules, and amendments.

1.4. **Charge Card** means all physical or digital objects that can be used to access a Charge Point, including a charge tag, token or charge card.

1.5. **Charge Point** or **Socket** means the respective charging device, including all associated installations, through which an electric vehicle can be charged. This can, for example, be a socket, a charge cable that is connected to the device, or a smart charging cable connected directly to a power outlet.

1.6. **Charging Session** means the process of charging an electric vehicle at a Charge Point, from the moment the electric vehicle is connected to the moment it is disconnected.

1.7. **Confidential Information** means all information disclosed by the Parties (explicitly including the contents of the Agreement), except information that: (i) was known by the receiving Party prior to receipt from the disclosing Party, (ii) is publicly available, or (iii) is obtained from a third party without breach of confidentiality.

1.8. **Contract Term** means the initial contract term of the Agreement, as specified in the Primary Agreement or, after renewal, the then-current Succeeding Term.

1.9. **Contract Year** means any consecutive twelve-month period commencing on the Effective Date or any anniversary thereof.

1.10. **Control** means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

1.11. **Customer** means the legal person who purchases the Road Platform Services from Road pursuant to the Agreement.

1.12. **Data Processing Agreement** means the document, which can be found via the link/website as mentioned in the Primary Agreement, and which is agreed upon by the Parties as part of the Agreement by signature of the Primary Agreement, that outlines the roles, responsibilities, and requirements for the processing and securing personal data by Road as the processor on Your behalf in relation to the Road Platform Services provided to You.

1.13. **Data Protection Laws** means any applicable EU and national data protection legislation as amended from time to time including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679) "GDPR" and laws implementing the GDPR.

1.14. **Effective Date** means the start of the Agreement, as outlined in the Primary Agreement, or if no start date is included, the date when Road started the provision of the Road Platform Services.

1.15. **End Customer** means a natural or legal person who is Your customer for the use of Your EV Charging Solution.

1.16. **End Customer Payment Terms** means the default payment terms that apply in the context of Road Invoicing Services for invoicing towards the End Customers, as set out in these Terms.

1.17. **End Customer Prices** means the prices as set by You that the End Customers shall be obliged to pay for the use of Your EV Charging Solution.

1.18. **End User** means a natural or legal person purchasing electricity for direct use in an electric vehicle.

1.19. **Fees** means the agreed fees that You shall be obliged to pay to Road for the Road Platform Services.

1.20. **Force Majeure Event** means an event that (i) is not within a Party's control or not avoidable by exercise of such Party's reasonable diligence and that (ii) prevents the affected Party from fulfilling its contractual obligations. The following, while not exclusive listing, will, unless demonstrated clearly to the contrary, be considered a Force Majeure Event: disruption or failure of internet, electricity networks, e-mail networks, technologies, telecom networks or other systems, dysfunctional Charge Points, third party services, as well as cyber incidents, strikes and labour actions, government action, natural disasters, extreme weather conditions, flooding, lightning, fire, global shortages, pandemics, epidemics, war, riots, or sanctions.

1.21. **Full Service Payment Solution** means the electronic payment functionality through which End Users pay for a Charging Session directly with an electronic payment method, such as a credit or debit card, rather than through a Charge Card, whether or not the End User has an account. This includes the Tap to Pay Solution, the Scan to Pay Solution, payment through a mobile application, and any new electronic payment functionality that Road adds to it, subject to the agreed upon scope of the Road Platform Services.

1.22. **Party** or **Parties** means Road and/or You.

1.23. **Payment Terminal** means a payment device integrated with, or installed at or near, one or more Charge Points through which End Users can pay with a credit or debit card, physically or digitally.

1.24. **Primary Agreement** means the document signed by the Parties that outlines the essential elements of the agreement between the Parties, such as the scope of the Road Platform Services purchased by You from Road, the applicable Fees and the Contract Term, including any amendments.

1.25. **Road** means Road B.V., located at Joan Muyskenweg 37, 1114 AN in Amsterdam, the Netherlands, with Chamber of Commerce registration No 70011346.

1.26. **Road Helpdesk Services** means the 24/7 helpdesk services that You can offer for the benefit of the End Customers as well as for the users of the Charge Points connected to Your EV Charging Solution, subject to the agreed upon scope.

1.27. **Road Invoicing Services** means the invoicing of the End Customers which is executed by Road on Your behalf and the collection of the invoiced amounts on Road's account on Your behalf, subject to the agreed upon scope of the Road Platform Services.

1.28. **Road Platform** means Road Platform CPO and/or Road Platform MSP, subject to the agreed upon scope.

1.29. **Road Platform CPO** means the Road Platform for charge point management, as agreed upon by the Parties, including any modifications or amendments as permitted by the Agreement.

1.30. **Road Platform MSP** means the Road Platform services for Charge Card management, as agreed upon by the Parties, including any modifications or amendments as permitted by this Agreement.

1.31. **Road Platform Services** means (i) the Road Platform so You can provide EV charging software management services to Your End Customers in the form of Your EV Charging Solution; and (ii) other ancillary services as described and agreed upon in the Primary Agreement, including any modifications or amendments as agreed or permitted by the Agreement.

1.32. **Scan to Pay Solution** means the feature that enables End Users to pay for a Charging Session on an ad hoc basis via a QR code at the Charge Point that directs the End User to a website through which the payment transaction is carried out, without the use of a Payment Terminal.

1.33. **Tap to Pay Solution** means the feature that enables End Users to pay for a Charging Session on an ad hoc basis with a credit or debit card, physically or digitally, through a Payment Terminal.

1.34. **Terms** means these Road Platform Terms & Conditions.

1.35. **Uptime** means the service availability of the Road Platform in a calendar month during the Contract Term, subject to clause 6.1 of the Terms, and service availability will be measured as the percentage of healthy platform responses as measured over the duration of a calendar month. This is done by verifying a receipt of valid response every minute from API, OCPP Server and web dashboard services.

1.36. **You** or **Your** refers to "the Customer" or "the Customer's".

1.37. **Your EV Charging Solution** means the Road Platform Services, branded in Your own name.

2. Scope

2.1. **Agreement.** The Agreement consists of (1) the Primary Agreement, (2) Data Processing Agreement, and (3) the Terms. If any provisions of these documents may be construed as being in conflict with one another, the aforementioned hierarchy of precedence shall apply. For the avoidance of doubt, the provisions in the documents ranked first will take precedence over the provisions in the documents ranked lower (for example, the terms of the Primary Agreement shall take precedence over the Terms).

2.2. **Road Platform Services.** In consideration of Customer fulfilling its payment obligations to Road and subject to the agreed terms of the Agreement, Road provides You with a non-transferable, non-exclusive and non-sublicensable right to market and to sell the use of the Road Platform Services, branded in Customer's own name and at Customer's own risk and expense for the duration of the Contract Term.

2.3. **Country scope.** Road may make the Road Platform Services available in selected countries and may add, restrict, or withdraw availability in any country at its discretion, including for legal, regulatory, sanctions, or commercial reasons. Features, currencies, languages, and payment methods may vary by country and be subject to change. If any such change materially reduces the Road Platform Services in a country in which the Customer is then using them, clause 7.2 applies.

2.4. **Additional features.** Certain additional features of the Road Platform Services, including but not limited to pre-configured API integrations, MCP (Model Context Protocol) connectors and AI-powered support features, may be subject to additional terms of service. Road shall make such additional terms available to You before You first use the relevant feature. By activating or using such

a feature, You agree to the applicable additional terms. In the event of any conflict between such additional terms and these Terms, the additional terms shall prevail with respect to that feature.

3. Fees, reimbursement and payment terms

3.1. **Fees.** Agreed Fees for the Road Platform Services are mentioned in the Primary Agreement. The payment term for these Fees is fourteen (14) calendar days after invoice date, unless Parties have explicitly agreed differently. All Fees are in euro, unless agreed differently, and exclusive of VAT.

3.2. **Taxes.** Unless expressly specified otherwise, all amounts and fees are exclusive of the value added tax ("**VAT**") or any other taxes (excluding any taxes based on Road's net income), duties, levies, tariffs, and other governmental charges (collectively, "**Taxes**"). Customer shall be responsible for the payment of all Taxes with regard to the amounts and fees due in accordance with applicable regulations.

3.3. **Changes.** Road may adjust the Fees once per calendar year in line with the euro area HICP published by Eurostat, and may pass on increases in third-party costs with thirty (30) days' written notice. Otherwise the Fees are fixed for the initial Contract Term. Road may change the Fees for a Succeeding Term by written notice; the new Fees apply from the start of that term or, if later, thirty (30) days after the notice. If Road gives this notice less than three (3) months before the end of the Contract Term, or during the Succeeding Term, You may terminate the Agreement with immediate effect within thirty (30) days after receiving it, without an early termination fee.

3.4. **Charge Cards Reimbursement.** You shall reimburse Road for the costs charged to Road regarding Charging Sessions with End Customers' Charge Cards at Charge Points, including any processing fee, subject to a payment term of seven (7) calendar days after invoice date. In view of dependencies of other parties for invoicing such Charging Sessions, it may be that Charging Sessions will be invoiced with a delay of up to twenty-four (24) months. In case the agreed Road Platform Services include Road Invoicing Services, Road shall invoice the End Customers directly pursuant to clause 17 of the Terms.

3.5. **Charge Points Reimbursement.** Road shall pay the End Customer or the Customer, as applicable, the proceeds generated with the End Customer's Charge Points managed by Your EV Charging Solution. Road does so by issuing a self-billing invoice addressed to Road on behalf of the End Customer or the Customer, respectively. The reimbursement is calculated on the basis of:

- the prices as set by You or the End Customer in compliance with applicable legislation, and
- the charging data which is measured in compliance with applicable legislation and transmitted from the Charge Point to Road.

The payment of this reimbursement is subject to a payment term of thirty (30) calendar days after the (self-billing) invoice date. Please note that if the data regarding Charging Sessions are not promptly transmitted from the Charge Point to Road, the reimbursement of such Charging Sessions may be delayed and included in a later invoice. And when the data of a Charging Session is transmitted to Road with a delay of more than two (2) months due to reasons not within Road's control and as a result of which Road is not able to collect the reimbursement from the relevant payer, such Charging Session shall not be reimbursed to You, nor to Your End Customer.

3.6. **Right to set off.** Road is entitled to set off any amounts owed to You or Your End Customer (such as the Charge Points Reimbursement) against any amounts owed by You or Your End Customer (including the Charge Cards Reimbursement) to Road under this Agreement. This right of set off is applicable to any present or future obligations between You and Road, including but not limited to obligations arising from this Agreement or any other agreement between You and Road, without requiring prior notice or consent from You.

3.7. **Late payment.** In case two (2) invoices are simultaneously overdue, an invoice is overdue by more than twenty-one (21) days, or if Road reasonably believes that You are - due to a lack of solvency which has become apparent after signing of this Agreement - unable to fulfil Your payment obligations under this Agreement, Road shall be entitled to refuse delivery of the Road Platform Services, wholly or in part, and/or demand adequate securities or payment in advance. Any amount You owe Road under the Agreement that is not paid when due shall bear interest at the statutory commercial interest rate (*wettelijke handelsrente*) referred to in article 6:119a of the Dutch Civil Code, from the due date until the date of full payment, without any notice of default being required.

3.8. **VAT Treatment.** The Customer acknowledges and agrees that any (self-billing) invoices issued by Road are based on the information provided by the Customer and/or an End Customer. The Customer warrants that all information supplied by the Customer and/or an End Customer, including but not limited to details pertinent to the VAT treatment, is accurate, complete and up-to-date. In the event that the Customer and/or the End Customer provides incorrect, inaccurate, or incomplete information that results in any discrepancies, errors, or non-compliance with applicable VAT laws and regulations, the Customer shall be solely responsible for any resulting liabilities, penalties, interest, damages, claims, losses or additional costs incurred ("**Damages**"). Road shall not be liable for any such consequences arising from the Customer's and/or End Customer's provision of incorrect, inaccurate, or incomplete information. The Customer agrees to indemnify and hold Road harmless against any and all Damages arising from or related to such incorrect, inaccurate, or incomplete information.

3.9. **Credit and compliance checks.** Road may perform solvency, credit, identity, and sanctions checks reasonably necessary to verify the Customer and to comply with applicable law. The Customer shall provide the information Road reasonably requires. Road may refuse to enter into, suspend or terminate the Agreement, or impose additional conditions, where a check cannot be satisfactorily completed, reveals a material credit risk, or where providing the Road Platform Services could cause Road to breach applicable sanctions or restrictive measures.

4. Your General Responsibilities

4.1. **Use of Your EV Charging Solution.** You shall be responsible for an adequate use of the Road Platform by You and Your End Customers and in compliance with applicable laws and regulations. The entire risk (e.g. as to the quality, accuracy, adequacy, completeness, currency, correctness, or validity of any information provided by End Customers, as well as actions taken under an End Customer's account) related to the use by the End Customers of Your EV Charging Solution rests with You. This includes the accuracy of any link made on the Road Platform between a Charge Card and a Charge Point, including a Charge Card issued by another provider, and any amounts rejected or reversed by that provider as a result.

4.2. **Charge Point Operator.** By offering charging services at the Charge Points that are connected to Your EV Charging Solution and are open to the public, You acknowledge and agree that either You or Your End Customers - depending on the agreements made between You and Your End Customers - are deemed to be considered the charge point operator of such Charge Points under applicable laws. You are responsible that the use of Your EV Charging Solution is in compliance with applicable laws, including the operation of the publicly accessible Charge Points connected to Your EV Charging Solution. You hereby indemnify Road for any losses or damages Road may suffer in relation to publicly accessible Charge Points that are connected to Your EV Charging Solution.

4.3. **Responsibility towards and for End Customers.** You enter into the contractual relationships with the End Customers directly and assume all risks and liability towards Your End Customers, including but not limited to:

- Responsibility for the terms and conditions of these contractual relationships, including the compliance thereof with applicable laws.
- Responsibility for creating and maintaining End Customers' accounts, including their onboarding, and facilitating the End Customers' use of the Road Platform Services. All associated costs with these responsibilities are fully borne by You.
- Responsibility that You and/or the End Customers have a legitimate right to operate the Charge Points that are connected to Your EV Charging Solution.
- The debtor risk with regard to End Customers' payment obligations pursuant to the agreement between the End Customer and You lies with You, also when Road Invoicing Services are part of the Road Platform Services.
- Responsibility for End Customer support, which will not be provided by Road unless agreed otherwise in the Agreement.
- Responsibility for carrying out know-your-customer (KYC) checks on End Customers in accordance with clause 4.5, in particular before they receive any Charge Points Reimbursement.

4.4. **Customer compliance with laws.** Customer warrants that it shall at all times comply in all material respects with all local laws, regulations, and court orders that are applicable to the Agreement and Customer's use of the Road Platform Services.

4.5. **End Customer compliance checks.** You shall carry out know-your-customer (KYC) checks, including identity, sanctions, fraud prevention, anti-money laundering, and creditworthiness checks on Your End Customers, and in any event before an End Customer receives any Charge Points Reimbursement. You shall not knowingly onboard or continue to provide services to an End Customer that fails these checks, or is subject to applicable sanctions. You shall be liable for, and shall indemnify Road against, losses arising from Your failure to carry out or properly maintain such checks.

4.6. **NIS2.** Where You are subject to laws implementing Directive (EU) 2022/2555 (NIS2), You shall comply with any applicable obligations in connection with the Road Platform Services.

4.7. **Fraud and misuse.** Where Road reasonably suspects fraud, misuse or unauthorised activity by an End Customer, the Customer must, at Road's reasonable request, suspend or terminate the End Customer's account and take any other necessary action under its End Customer terms. Road shall not be obliged to pay any Charge Points Reimbursement or other amount in respect of Charging Sessions that Road reasonably considers fraudulent or illegitimate, and may withhold such amounts while it investigates.

4.8. **Legitimate Charging Sessions.** You shall define legitimate and illegitimate Charging Sessions in Your terms with End Customers and ensure that those terms give You appropriate rights to investigate, restrict, suspend, or otherwise take action in relation to fraudulent or illegitimate Charging Sessions.

4.9. **Maximum prices.** You shall ensure that the prices Your End Customers set for Charging Sessions are considered reasonable under Regulation (EU) 2023/1804 ("AFIR"). Where Road reasonably believes a tariff may be excessive or non-compliant with applicable law, Road reserves the right to require You to take appropriate action, including requiring the relevant End Customer to reduce or correct the tariff.

5. General Responsibilities of Road

5.1. **Technical information.** Road undertakes to make available to You technical information that You need for the use of the Road Platform Services.

5.2. **Maintenance.** Road is entitled to temporarily interrupt the provision of the Road Platform Services, or part thereof, for the duration of any planned or unplanned maintenance. Road aims to keep the impact as minimal and the duration of the interruption as short as possible for Customer.

5.3. **Warranty.** Road warrants, solely to the Customer, that the Road Platform Services will materially conform to the description set forth in the Agreement under normal use and circumstances when used consistently with the terms of the Agreement and Road's instructions. Road is committed to put its best efforts in ensuring that the Road Platform is and remains compatible with current and any future major browsers.

5.4. **Disclaimer.** Other than as provided in the Agreement, Road makes no other warranties, express or implied, and hereby disclaims all implied warranties, including any warranty of merchantability and warranty of fitness for a particular purpose. Road disclaims any warranty that the Road Platform Services will be error free or uninterrupted or that all errors will be corrected. No advice or information, whether oral or written, obtained from Road or elsewhere, shall create any warranty not expressly stated in the Agreement. Customer assumes sole responsibility and liability for results obtained from the use of the Road Platform Services. Road will have no liability for any claims, losses, or damages caused by errors or omissions in any data or other information provided to Road by Customer in connection with the Road Platform Services or any actions taken by Road at Customer's direction. Road will have no liability for any claims, losses or damages arising out of or in connection with Customer's or any use authorised by Customer of any third party products, services, software or websites that are accessed via links from within the Road Platform Services.

5.5. **Suspension of Charge Points.** Road may suspend a Charge Point from the Road Platform where: (a) the tariff or required price information is not made available to End Users as required under applicable law; (b) Road considers the applicable tariff unreasonable under AFIR, or the tariff is otherwise non-compliant; (c) Road has reasonable grounds to suspect fraud, misuse, or unauthorised activity relating to the Charge Point; or (d) the Charge Point malfunctions, fails to communicate, transmits inaccurate, incomplete, or inconsistent data, or generates persistent errors that affect the Road Platform, its data integrity, or billing. Road shall notify You and give You an opportunity to remedy the issue before suspension. In urgent cases, including suspected fraud or material financial or operational risk, Road may suspend the Charge Point immediately.

5.6. **Suspension of Charge Cards.** Road may suspend or block a Charge Card on the Road Platform where Road has reasonable grounds to suspect fraud, misuse or unauthorised use of that Charge Card, or detects unusual charging behaviour, such as an unusually high number, frequency or volume of Charging Sessions. Road shall notify You promptly after a suspension and shall reactivate the Charge Card once Road is reasonably satisfied that the issue has been resolved.

6. Service Level of the Road Platform

6.1. **Uptime.** Road shall strive to maintain an Uptime of ninety-nine and nine tenths percent (99.9%). Uptime measurement is performed by a third party, visible and published at https://roadstatus.io. The calculation of Uptime excludes instances of: Customer's acts or omissions, Force Majeure Events, scheduled downtime for maintenance, hackers or virus attacks or emergency maintenance related to a Force Majeure Event.

7. Change management

7.1. **Changes.** Road is constantly innovating and improving the Road Platform Services. Therefore, and in view of the necessity to comply with security, safety, legal or regulatory requirements, Road retains the right to amend the Road Platform Services at any time by expanding or narrowing its scope, adding new functionalities, varying the countries in which the Road Platform Services are offered, updating user interfaces or altering them in any other way at its sole discretion.

7.2. **Notification.** Road shall notify You of any changes that Road has reason to know might have a material adverse impact on Your ability to use the Road Platform Services with reasonable advance notice, if possible.

8. Processing fee

8.1. **Processing fee.** Road charges a processing fee on Charging Sessions, at the rate set out in the Primary Agreement. For Charging Sessions paid with a Charge Card, the processing fee is added on top of the price set for the Charge Point and is charged to the provider of that Charge Card. For Ad Hoc Charging Sessions, the processing fee is charged to You and is not added to the price paid by the End User.

8.2. **Employee to Employer.** The Employee to Employer option is intended for home Charge Points where an employer, a lease or fleet company, or a self-employed driver's own company pays for or reimburses the driver's charging at home. For each home Charge Point for which the Primary Agreement includes the Employee to Employer fee, You can select one Charge Card on the Road Platform for home charging. No processing fee applies to Charging Sessions with, or attributed to, that Charge Card at that Charge Point. Charging Sessions there with any other Charge Card, such as a guest's, follow clause 8.1.

8.3. **Card payments.** The processing fee covers Road's handling of payments through the Full Service Payment Solution, including payments made through a Payment Terminal, and no separate transaction fee shall apply. The fees for the Payment Terminals themselves are charged separately in accordance with clause 16.2, and clause 16.7 applies to payment failures.

8.4. **Intended use.** Where Road reasonably determines that the Employee to Employer option is used in respect of a Charge Point otherwise than in accordance with clause 8.2, Road shall be entitled to deactivate the Employee to Employer option for such Charge Point, whereupon clause 8.1 shall apply to all Charging Sessions at that Charge Point.

9. Confidentiality

9.1. **Non-disclosure.** Without prejudice to an existing and effective non-disclosure agreement between the Parties, You agree to keep Confidential Information secure and confidential. During the Agreement and after the termination thereof, You shall: (a) only use the Confidential Information for the purpose for which it is provided in the context of this Agreement and only as permitted in this Agreement; and (b) not disclose the Confidential Information to any third party without Road's prior written approval, except as required by law and/or on a need-to-know basis to its employees, Affiliates, attorneys, auditors, consultants and service providers who are bound by confidentiality obligations at least as restrictive as those contained in the Agreement and that non-disclosure agreement, if any; and (c) protect the Confidential Information from unauthorised use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own confidential information of a similar nature.

9.2. **Exclusion.** If You are required by law to disclose Confidential Information, You will use all commercially reasonable efforts to notify Road before making the disclosure, unless prohibited from doing so by the legal or administrative process.

10. Liability

10.1. **Limited liability.** To the extent legally permissible, Road's liability is limited to damages that are the result of a shortcoming under this Agreement that is attributable to Road (*toerekenbare tekortkoming*) or in case of intent (*opzet*) or gross negligence (*bewuste roekeloosheid*). Road's liability for damages suffered by You which are caused by a shortcoming that is attributable to Road (*toerekenbare tekortkoming*) is limited (i) per event to a maximum of EUR 2,000 and (ii) in case of multiple events it shall not exceed the total of Fees payable by You to Road in the last twelve (12) months leading up to the first event that resulted in such damage.

10.2. **Exclusion of damages.** Road is not liable for any indirect and/or consequential damages, including, without limitation, (i) loss of profit, (ii) missed savings, (iii) reduced goodwill, (iv) business interruptions, or (v) any other incurred losses, costs or damages relating thereto.

10.3. **Force majeure.** Neither Party will be liable for non-performance or delay in performance caused wholly or partly by a Force Majeure Event, except with regard to Your obligation to pay for the Road Platform Services delivered. Upon the occurrence of a Force Majeure Event, the Party that is prevented from performing its obligations under this Agreement must give the other Party a reasonable notice thereof.

11. Security, Privacy and Data

11.1. **Information security.** Road has implemented technical and organisational safeguards to ensure a high security level that matches the potential risks associated with data storing. This includes

guarding against accidental or unlawful loss, destruction, alteration, unauthorised access to, or disclosure of End Customers' data. Additionally, Road maintains rigorous internal protocols designed to preempt and mitigate the consequences of security breaches, and to promptly inform relevant parties of any negative outcomes resulting from such breaches. Road's business practices, internal frameworks, developmental procedures, and support processes are designed to align with the standards and controls as outlined in ISO 27001 and ISO 27002, which govern information security.

11.2. **Privacy notice.** In accordance with the applicable Data Protection Laws, Road has published a privacy notice on its website (https://road.io) that details how Road gathers, uses, and safeguards personal information.

11.3. **Compliance with Data Protection Laws and Data Processing Agreement.** Both Parties will act in accordance with the Data Protection Laws and the Data Processing Agreement, which is incorporated in this Agreement by reference. Customer is classed as the Controller and Road is appointed as a Processor, each as defined in the Data Protection Laws. In this context, You are responsible for communicating Your privacy notice to the End Customers.

11.4. **Data subject requests.** Road may reply to data subject requests from End Customers, but only if You, as a Controller, give Road written permission to do so.

11.5. **Data**. Road may aggregate and anonymise data derived from the operation of the Road Platform Services, including, without limitation, the number and types of any transactions and any other statistical data associated with Your use of the Road Platform Services, as well as the performance results of it. Nothing herein shall be construed as prohibiting Road from utilising such aggregated statistical information for the purposes of operating its business, provided that the use of aggregated statistical information will not reveal personal information and/or information identifying a particular End Customer to any third party.

11.6. **Back-up**. Road may duplicate End Customers' data for back-up purposes necessary for implementation of Road business continuity plan. In this regard, Road makes sure that the security of the duplicated datasets is at the same level as for the original datasets.

11.7. **Data deletion and offboarding.** Following termination or account closure, Road may delete Customer data in accordance with the Data Processing Agreement. Road may retain data where required by law or to complete outstanding billing activities.

11.8. **NIS2 compliance.** Road shall comply with the commitments set out in the NIS2 Terms available on Road's website, as updated from time to time.

12. Intellectual Property

12.1. **Ownership.** All intellectual property rights to the Road Platform Services, including the Road Platform (including future updates, upgrades and modifications) are protected by intellectual property laws. They belong to and remain the property of Road and Road retains all ownership rights to them. Customer hereby transfers, or will transfer, all (future) intellectual property rights related to the Road Platform to Road, insofar as such rights have been or will be created for or on Your behalf during the Contract Term.

12.2. **Reference.** Road may identify You as a customer on the Road website and in other marketing materials/communication. Road may also display Customer's trademarks, service marks and/or logos in its marketing materials.

12.3. **Restrictions.** Customer is not permitted to copy, modify, compile, merge, reproduce or decompile software, data and other materials whose intellectual property rights are held by Road, or to attempt to download the source code of the software to find out another way. Customer is also not permitted to publish or use software or other materials of which the intellectual property rights are vested in Road, either in an unaltered or in an amended form, outside the scope of this Agreement.

13. Modifications to the Terms

13.1. **Changes.** Road reserves the right to modify the content and scope of these Terms, either in part or in full, at any time at its sole discretion, provided that such modification is in accordance with the standards of reasonableness and fairness.

13.2. **Notification.** Unless explicitly stated otherwise, Customer agrees that any modifications of the Terms will be communicated to them in writing (including in electronic form such as e-mail) at least thirty (30) days prior to their coming into force, unless these changes or additions are required by law and stipulate a shorter time limit.

13.3. **Acceptance.** Customer's continued use of Road Platform Services after such changes come into effect constitutes Customer's binding acceptance of such changes.

14. Duration and Termination

14.1. **Term.** The initial contract term is stated in the Primary Agreement, or if no contract term is mentioned, the initial contract term shall be a period of five (5) Contract Years from the Effective Date. Unless stated differently in the Primary Agreement, the Agreement shall automatically renew for subsequent terms of five (5) Contract Years (each a "Succeeding Term") after the end of the Contract Term, unless terminated by either Party, without any liability, giving at least ninety (90) calendar days written notice prior to the end of the initial Contract Term or any Succeeding Term.

14.2. **Termination for bankruptcy.** Either Party has the right to terminate the Agreement in whole with immediate effect in the cases described below, without further notice of default or judicial intervention being required:

- if the other Party becomes insolvent or unable to pay its debts when due;
- if the other Party is involved in voluntary or involuntary proceedings in connection with a bankruptcy, insolvency, or if a bankruptcy administrator is appointed; or
- in the event of a liquidation or dissolution of the other Party.

14.3. **Termination for cause.** Road has the right to terminate the Agreement in the following situations:

- with at least three (3) months prior written notice: in case of a change of Control of the Customer, if the Control has moved to a competitor of Road;
- with immediate effect: in case Road reasonably determines that Customer or any user that is authorised by Customer uses the Road Platform Services in such a way that there is a risk of disruption or another security risk regarding the Road Platform; or
- with thirty (30) calendar days prior written notice: in the case You have paid two invoices too late within a six (6) month period, and if the outstanding amount is at least the total of amounts owed by You to Road in the preceding two (2) months, provided that Road is entitled to immediately deactivate Charge Cards that are connected to Your EV Charging Solution.

14.4. **Effect of termination.** Subject to clause 14.5, after termination of the Agreement, all features of the Road Platform Services, including the Road Platform and the software that keeps Charge Points operational, and any Charge Cards provided by Road will be disabled. If after the termination of the Agreement an additional period of continued Road Platform Services is desired by You, such can be requested and agreed upon against additional costs.

14.5. **Switching and exit.** Notwithstanding clause 14.1, You may, with two (2) months' written notice, request to switch to another provider or to Your own infrastructure, or to have Your Exportable Data erased.

(a) Road shall support Your exit strategy, including by providing all relevant information, and complete the switch within thirty (30) calendar days after the notice period (the "transition period"), providing reasonable assistance, due care for business continuity, information on known continuity risks and a high level of security. If this is technically unfeasible, Road shall inform You within fourteen (14) working days, stating its reasons, and propose an alternative period of no more than seven (7) months. You may extend the transition period once.

(b) Exportable Data means the following categories of data input by or generated for You or Your End Customers in the Road Platform: Customer, End Customer, accounts, users, Charge Points, Charge Cards, Charging Sessions, tariff, access groups and invoicing data. Road's internal platform data (source code, algorithms, system logs, fraud models and cross-customer aggregated data) is excluded insofar as necessary to protect trade secrets.

(c) You may retrieve Your Exportable Data for at least thirty (30) calendar days after the transition period, after which Road shall erase it in full, unless retention is required by law.

(d) The Agreement terminates, and Road shall notify You, on completion of the switch or, if You chose erasure, at the end of the notice period. Road charges no switching charges. The recurring fixed Fees for the remainder of the Contract Term become immediately due as an early termination fee.

15. Miscellaneous

15.1. **Governing law.** This Agreement is governed and shall be interpreted according to the laws of the Netherlands.

15.2. **Choice of forum.** Any disagreements and disputes arising between the Parties shall be settled by means of amicable endeavours of both Parties. If the settlement cannot be reached, all disputes thereto shall be settled by the competent courts of Amsterdam, the Netherlands.

15.3. **Assignment.** Road may assign, sell or transfer any of its rights and obligations under this Agreement to its Affiliates and, in the case of the divestiture of all or a substantial part of Road's business to which the Road Platform Services relate, to a bona fide purchaser or successor to all or a substantial part of Road's business, by giving a written notice to Customer. Except as mentioned in the first sentence of this clause, neither Party may, without the other Party's written consent, assign, sell or transfer any of its rights and obligations under this Agreement to any third party.

15.4. **Severability.** If one or more provisions of the Agreement are found to be invalid, illegal or otherwise unenforceable, this shall not affect the validity of the remaining provisions. The Parties will consult to agree on a new provision to replace the invalid or unenforceable provision, which will correspond as closely as possible to the purpose of the invalid or unenforceable provision.

15.5. **Entire Agreement.** The Agreement contains the entire agreement regarding the delivery of the Road Platform Services between the Parties and supersedes all proposals or previous communications, oral or written, provided that when the Parties have entered into a non-disclosure agreement such agreement shall be unaffected. Other terms, including but not limited to the general terms and conditions of the other Party shall not apply to the Agreement.

15.6. **Amendment.** Any deviations from the Agreement, except in case of changes pursuant to clauses 3.3, 7, 13 and 19.6, shall be binding only when made in writing and signed by authorised representatives of both Parties.

15.7. **Language.** These Terms are drawn up in English. If Road provides a translation of the Agreement or any part of it, the translation is for convenience only and the English version shall prevail in the event of any conflict or difference in interpretation.

The following terms are applicable if the Full Service Payment Solution is activated for You.

16. Full Service Payment Solution Terms

16.1. **Full Service Payment Solution.** Ad Hoc Charging Sessions paid through the Full Service Payment Solution are subject to the processing fee set out in clause 8. No separate fee per Ad Hoc Charging Session shall be charged for the use of the Full Service Payment Solution.

16.2. **Payment Terminals.** The activation, use and deactivation of Payment Terminals are subject to the fees set out in the Primary Agreement. Where the activation of a specific Payment Terminal requires a subscription with the relevant Payment Terminal provider, the associated costs shall be charged to You by Road in addition, as set out in the Primary Agreement or as otherwise communicated to You by Road. Any issues relating to Payment Terminal hardware, including defects, malfunctions, maintenance and repairs, shall be subject to the terms and conditions of the separate agreement with the hardware provider.

16.3. **Ad Hoc Charging.** Unless agreed otherwise in the Primary Agreement, Road will collect payments from End Users for Ad Hoc Charging Sessions and may hold the funds authorised by an End User until the final amount of the Ad Hoc Charging Session is known. Road reserves the right to utilise third-party payment service providers for the management and operation of monetary transactions and settlements conducted within or related to the Full Service Payment Solution.

16.4. **Ad Hoc Charging Session Reimbursement.** The payments received from the End Users by Road with regard to Ad Hoc Charging Sessions shall be reimbursed by Road once a month, in accordance with clause 3 of the Terms.

16.5. **Display of Ad Hoc Prices.** If needed, Road can provide a QR code sticker upon Customer's request that leads to a website, which displays the ad hoc charging price at the specific Charge Point with all the applicable price components presented in the required order, so the End User is able to view the relevant tariff components before the Charging Session starts. With regard to publicly accessible Charge Points with a power output of 50 kW or more the prices, however, need to be shown at the Charge Point (on a screen or a sticker). Customer indemnifies Road for any liability with regard to any non-compliance in this regard.

16.6. **Ad Hoc Charging Requirements.** By operating Charge Points that are publicly accessible, Customer warrants to ensure compliance with the applicable statutory and regulatory requirements, and indemnifies Road for any losses or damages Road suffers in relation to the publicly accessible Charge Points operated by You or Your End Customers. This includes a warranty that (i) all Ad Hoc Charging

Sessions operated by You or Your End Customers comply with all applicable laws, (ii) the Charge Points connected to Your EV Charging Solution comply with any technical, regulatory or safety requirements, and (iii) all the information provided by Customer to activate the Full Service Payment Solution at the Charge Points is accurate and complete. Road's guidelines and instructions in respect of the Full Service Payment Solution are provided for Your convenience and support only without accepting any liability.

16.7. **Payment failures.** If a payment for a Charging Session through the Scan to Pay Solution or the Tap to Pay Solution is charged back or reversed, Road may recover the corresponding amount from You or deduct it from amounts otherwise payable to You. Road may also pass on any related chargeback fees or payment provider costs. You may decide whether to recover those amounts from the relevant End User.

16.8. **End User terms.** End Users who start an Ad Hoc Charging Session through the Full Service Payment Solution do so under the terms presented to them at the time of payment. You shall not make any commitment to End Users that conflicts with those terms.

The following terms are applicable if You purchase Road Invoicing Services.

17. Road Invoicing Services Terms

17.1. **End Customer Prices.** You will set, in Your sole discretion, the End Customer Prices. The End Customer Prices will be collected by Road on Road's account on Your behalf. Road is entitled to set off any amounts owed to You against any amounts owed by You to Road under this Agreement. Road shall pay out the net result to You on a monthly basis with a payment term of thirty (30) calendar days after invoice date.

17.2. **Invoicing.** The following applies to the Road Invoicing Services:

- **Charge Card Services Invoice**
  - Road shall send the invoice to End Customers for the payment to Road of:
    (i) the End Customer Prices for the Charge Card (MSP) services delivered by You to the End Customer, which are invoiced monthly in advance; and
    (ii) the charging costs for charging via the Charge Card, which are invoiced monthly in relation to the previous month,
    provided that it's possible that such invoice includes older Charging Sessions when Road has not received the information regarding such Charging Sessions in time from or on behalf of the relevant third party charge point operator.
  - End Customer Payment Terms are five (5) calendar days.

- **Charge Point Management Services Subscription Invoice**
  - Road shall send the invoice to End Customers for the payment to Road of the End Customer Prices for the Charge Point Management (CPO) Services delivered by You to the End Customer, which are invoiced monthly in advance.
  - End Customer Payment Terms are five (5) calendar days.

17.3. **End Customer terms.** You are responsible for the contents of the terms and conditions of Your agreements with the End Customers. If You purchase Road Invoicing Services, the terms and conditions You provide the End Customers with shall include the following topics:

- Payment terms;
- That a payment made to Road by the End Customer regarding amounts due to You shall discharge such End Customer of their payment obligations vis-à-vis You; and
- Debtor's cost and policy.

17.4. **Inconsistencies.** Any inconsistencies between the agreement with the End Customers and this Agreement are Your responsibility.

17.5. **Interest.** Road is entitled to charge You the applicable statutory (commercial) interest on amounts due by the End Customer, when such amounts are not paid within the applicable End Customer Payment Terms, regardless of the reason for such late payment. For clarity, this is also applicable when You decide to give End Customers a longer payment term than the applicable End Customer Payment Terms. The entitlement to interest starts from the expiry of the applicable End Customer Payment Terms until the overdue payment is received.

Debtor Risk

17.6. **Debtor management.** When using the Road Invoicing Services, the invoices and payment reminders are sent via a debtor management system, complying with the debt collection legislation of the specific country.

17.7. **Collection.** When an End Customer fails to fulfil the payment after the second reminder, You will be entitled to take the next steps towards the End Customers. Via a dashboard You will have access to the debtor management platform. You can decide whether to deploy a collection agency. End Customers will not be sent to a debt collection agency without Customer's consent. Extra costs related to the debt collection process will be passed on to You. The following tariffs apply:

- Last reminder EUR 10
- Deploying collection agency EUR 50

17.8. **Administration fee.** If an End Customer fails to pay an invoice within the End Customer Payment Terms, Road will charge the End Customer an administration fee of EUR 12.50 after the second payment reminder. This fee is separate from the End Customer Prices collected by Road on Your behalf. You must clearly disclose the administration fee to Your End Customers.

17.9. **Manual payment fee.** Road may charge You a fee of EUR 5 for each manual payment made by an End Customer. You may recover this fee from the relevant End Customer, subject to Your terms and conditions and applicable law.

17.10. **Debtor risk.** The debtor risk with regard to End Customers' payment pursuant to the agreement between the End Customer and You lies with You. When an End Customer fails to fulfil the payment within the payment term as agreed upon between the End Customer and You, Road is entitled to receive immediate payment from You of the relevant outstanding amount as well as any accrued interest by providing a written request thereto to You, or to set off these amounts to any amounts Road owes You pursuant to the Agreement.

The following terms are applicable if You purchase Road Helpdesk Services.

18. Helpdesk Terms

18.1. **Scope.** Road may use a third party service provider to provide the Road Helpdesk Services. The Road Helpdesk Services are for resolving issues with Charge Points. Commercial and general questions are consequently not part of the scope of the Road Helpdesk Services.

18.2. **Your obligations.** You agree that Road's ability to provide the Road Helpdesk Services depends on Your fulfilment of the following obligations:

- You are responsible to create and host Your own phone number that will be exclusively intended for issues with Charge Points.

The following terms are applicable if Road provides SIM cards for Your Charge Points.

19. SIM Cards

19.1. **Use.** SIM cards supplied by Road may only be used to connect Charge Points to the Road Platform and to receive firmware updates for those Charge Points. Any other use, such as connecting to a manufacturer's maintenance platform, requires Road's prior written consent.

19.2. **Fair use allowance.** SIM cards are subject to a fair use allowance of 30 MB of data per active SIM card per calendar month. The allowance is calculated across all Your active SIM cards.

19.3. **Firmware updates and Road-caused usage.** Data used for firmware updates counts towards the allowance, whether the update is issued by the Charge Point manufacturer or initiated by You or a third party acting on Your behalf. Data usage caused by Road, including updates or faults originating from the Road Platform, does not count towards the allowance.

19.4. **Excess usage.** Where usage exceeds the allowance, Road may charge You for the excess usage at a reasonable rate determined by Road, which Road will communicate to You before it applies.

19.5. **Suspension.** Where usage substantially exceeds the allowance, the SIM cards are used in breach of clause 19.1, or Road reasonably suspects abnormal or unauthorised use, Road may restrict or suspend the SIM cards concerned without prior notice and without liability. Road will inform You promptly after a suspension. Suspended SIM cards are automatically reactivated at the start of the following calendar month. Road may suspend them again if the excessive, abnormal or unauthorised use continues.

19.6. **Changes.** Road may change the allowance with thirty (30) days' written notice.

19.7. **End Customers.** You must pass the restriction in clause 19.1 on to Your End Customers.