

# Road Private Label Terms & Conditions

VERSION: MAY 2024

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

## 1. Definitions

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

- 1.1. **Ad Hoc Charging Session** means the process of charging an electric vehicle by an End User at a Charge Point managed by Your EV Charging Solution from the moment the electric vehicle is connected to the moment the vehicle is disconnected, whereas the End User who purchases the charging services shall electronically pay via 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 or a charge cable that is connected to the device.
- 1.6. **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.
- 1.7. **Contract Term** means the initial contract term of the Agreement, as specified in the Primary Agreement, including any renewal term.
- 1.8. **Contract Year** means any consecutive twelve month period commencing on the Effective Date or any anniversary thereof.
- 1.9. **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.
- 1.10. **Customer** means the legal person who purchases the Private Label Services from Road pursuant to the Agreement.
- 1.11. **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 Private Label Services provided to You.

- 1.12. **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.
- 1.13. **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 Private Label Services.
- 1.14. **End Customer** means a natural or legal person who is Your customer for the use of Your EV Charging Solution.
- 1.15. **End Customer Payment Terms** means the default payment terms that apply in the context of Road's Invoicing Services for invoicing towards the End Customers, as set out in these Terms.
- 1.16. **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.
- 1.17. **End User** means a natural or legal person purchasing electricity for direct use in an electric vehicle.
- 1.18. **Fees** means the agreed fees that You shall be obliged to pay to Road for the Private Label Services.
- 1.19. **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 labor actions, government action, natural disasters, extreme weather conditions, flooding, lightning, fire, global shortages, pandemics, epidemics, war, riots, or sanctions.
- 1.20. **Full Service Payment Solution** means the electronic payment functionality to pay for Charging Sessions at the Charge Point through "Tap to Pay" (option for the End User to pay electronically with a credit/debit payment card, physically or digitally) and/or "Scan to Pay" (QR code referring the user to a website through which secure payment transactions are carried out through a mobile phone), including any and all new electronic payment functionalities that will be added to the Full Service Payment Solution by Road, subject to the agreed upon scope of the Private Label Services.
- 1.21. **Full Service Payment Solution Fee** means a monetary compensation owed by Customer to Road per each Ad Hoc Charging Session.
- 1.22. **Party or Parties** means Road and/or You.
- 1.23. **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 Private Label Services purchased by You from Road, the applicable Fees and the Contract Term, including any amendments.
- 1.24. **Private Label Platform** means Private Label CPO and/or Private Label MSP, subject to the agreed upon scope.
- 1.25. **Private Label CPO** means Road's Private Label Platform for charge point management, as agreed upon by the Parties, including any modifications or amendments as permitted by the Agreement.
- 1.26. **Private Label MSP** means Road's Private Label Platform services for Charge Card management, as agreed upon by the Parties, including any modifications or amendments as permitted by this Agreement.
- 1.27. **Private Label Services** means (i) the Private Label 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.
- 1.28. **Road** means Road B.V., located at Joan Muyskenweg 37, 1114 AN in Amsterdam, the Netherlands, with Chamber of Commerce registration No 70011346.
- 1.29. **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.
- 1.30. **Road Invoicing Services** means the invoicing towards 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 Private Label Services.
- 1.31. **Terms** means these Road Private Label Terms & Conditions.
- 1.32. **Uptime** means the service availability of the Private Label Platform in a calendar month during the Contract Term, subject to clause 6.1 of the Terms, and whereas 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.
- 1.33. **You** or **Your** refers to "the Customer" or "the Customer's".
- 1.34. **Your EV Charging Solution** means the Private Label 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. **Private Label Services.** In consideration of Customer fulfilling its payments 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 Private Label Services, branded in Customer's own name and at Customer's own risk and expense for the duration of the Contract Term.

## 3. Fees, reimbursements and payment terms

- 3.1. **Fees.** Agreed Fees for the Private Label 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 is authorized to adjust the Fees for inflation correction purposes once per calendar year. In addition, Road may increase the Fees at any time for other reasons than inflation correction. If the Customer objects to this increase, the Customer must notify Road within thirty (30) days after receiving the notification, otherwise, the Customer will be deemed to have agreed to the increase.
- 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, 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. In case the agreed Private Label 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 reimburse the End Customer or the Customer via a self billing invoice on behalf of the End Customer or the Customer, respectively, to Road for the proceeds generated with the End Customer's Charge Points, operated and managed by Your EV Charging Solution, provided that this reimbursement shall be calculated on the basis of:
- (i) the prices as set by You or the End Customer in compliance with applicable legislation, and
  - (ii) 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 Charging 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 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 Point Reimbursement) against any amounts owed by You or Your End Customer (including the Charge Card 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 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 fulfill Your payments obligations under this Agreement, Road shall be entitled to refuse delivery of the Road Private Label Services, wholly or in part, and/or demand adequate securities or payment in advance.
- 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 Value Added Tax ("**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.

## 4. Your General Responsibilities

- 4.1. **Use of Your EV Charging Solution.** You shall be responsible for an adequate use of the Private Label 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.
- 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 Private Label 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 Platform.
  - 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 Private Label Services.
  - Responsibility for End Customer support, which will not be provided by Road unless agreed otherwise in the Agreement.
- 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 Private Label Services.

## 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 Private Label Services.
- 5.2. **Maintenance.** Road is entitled to temporarily interrupt the provision of the Private Label 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 warrant, solely to the Customer, that the Private Label 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 Private Label 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 Private Label 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 Private Label 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 Private Label 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 authorized by Customer if any third party products, services, software or websites that are accessed via links from within the Private Label Services.

## 6. Service Level of Private Label 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 Private Label Services. Therefore, and in view of the necessity to comply with security, safety, legal or regulatory requirements, Road retains the right to amend the Private Label Services anytime by expanding or narrowing its scope, adding new functionalities, updating user interfaces or altering it 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 Private Label Services with reasonable advance notice, if possible.

## 8. Roaming fee

- 8.1. **No roaming fee.** No roaming fee shall be charged by Road regarding charging sessions at Charge Points managed by Your EV Charging Solution with the use of Charge Cards which are managed by Your EV Charging Solution.
- 8.2. **Roaming fee.** In all other situations than the situation mentioned under article 8.1, Road is entitled to charge roaming fees to cover the costs for maintaining the connection with the roaming parties, debtor risk, and extra service required when issues arise. Such roaming fees charged by Road shall be published on Road's website or otherwise communicated to You (such as via e-mail). With effect from October 1st, 2022, Road charges a roaming fee €0,03 p/kWh excl VAT (or the equivalent in the agreed currency) to the End User, when an End User charges at a Charge Point managed by Your EV Charging Solution with a Charge Card that is not managed by Your EV Charging Solution.
- 8.3. **Adjustment.** Road reserves the right to adjust its roaming fees due to developments in the market and for inflation correction purposes.

## 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 the NDA, 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 12 months leading up to the first event resulting in such damage took place.

- 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 Private Label Services delivered. Upon the occurrence of a Force Majeure Event, the Party that is prevented from performing its obligations under this Agreement (the "Affected Party") must give the other Party a reasonable notice thereof.

## 11. Security, Privacy and Data

- 11.1. **Information security.** Road has implemented technical and organizational 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, unauthorized 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. Our 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 Protection 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. 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 Customer, but only if You, as a Controller, give us a written permission to do so.
- 11.5. **Data.** Road may aggregate and anonymize data derived from the operation of the Private Label Services, including, without limitation, the number and types of any transactions and any other statistical data associated with Your use of the Private Label 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.

## 12. Intellectual Property

- 12.1. All intellectual property rights to the Private Label Services, including the Private Label Platform (including future updates, upgrades and modifications) are protected by intellectual property laws.



They belong to and remain the property of Road and Road retain all ownership rights to them. Customer hereby transfers, or will transfer, all (future) intellectual property rights related to the Private Label Platform to Road, insofar as such rights have been or will be created for or on Your behalf during the Contract Term.

- 12.2. 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. 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 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 Private Label 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 two (2) Contract Years from the Effective Date. Unless stated differently in the Primary Agreement, the Agreement shall automatically renew for a subsequent two (2) Contract Year terms (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's private label proposition.

- with immediate effect: in case Road reasonably determines that Customer or any user that is authorized by Customer uses the Private Label Services in such a way that there is a risk of disruption or another security risk regarding the Private Label Platform;
  - 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.** After termination of the Agreement, all features of the Private Label Services, including the Private Label Platform and the software that keeps charge stations operational, and any Charge Cards provided by Road will be disabled. If after the termination of the Agreement an additional period of continued Private Label Services is desired by You, such can be requested and agreed upon against additional costs.

## 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 endeavors 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 Private Label 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 Private Label 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 to the Agreement, except in case of changes pursuant to clauses 7, 8.3 and 13, shall be binding only when made in writing and signed by authorised representatives of both Parties.

*The following terms are applicable if You purchase Road Full Service Payment Solution*

## 16. Full Service Payment Solution Terms

- 16.1. **Full Service Payment Solution.** In exchange for incorporating the Full Service Payment Solution, You shall pay Road a compensation for each Ad Hoc Charging Session. The Full Service Payment Solution Fee shall consist of (i) a fixed amount per Ad Hoc Charging Session and (ii) a percentage fee of the total price charged to the End Customer for the relevant Ad Hoc Charging Session, as communicated to You by Road.
- 16.2. **Additional costs.** In certain instances, the activation of specific payment terminals necessitates subscribing to the corresponding payment terminal provider's services. In such an instance, the associated costs (if any) will be billed to you additionally by Road, as agreed upon and communicated to You by Road.
- 16.3. **Ad Hoc Charging.** The Parties agree that Road will collect payments from End Users regarding the Ad Hoc Charging Session delivered to such End Users. Road reserves the right to utilize 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 charge session starts. With regard to publicly accessible charge points with a power outage 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, (iii) all the information provided by Customer to activate 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.

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

## 17. Road Invoicing Services Terms

- 17.1. 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. The following applies to the Road Invoicing Services:
- **Charge Cards 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 seven (7) 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.
    - Payment terms are seven (7) calendar days.
- 17.3. 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. Any inconsistencies between the agreement with the End Customers and this Agreement are Your responsibility.
- 17.5. 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 Term, 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 Term. The entitlement to interest starts from the expiry of the applicable End Customer Payment Term until the overdue payment is received.

#### Debtor Risk

- 17.6. 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. When an End Customer fails to fulfill 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 per postal service € 5,00
  - Deploying collection agency € 29,95
- 19.3 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 fulfill 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. Road may use a third party service provider to provide these 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. You agree that Road's ability to provide the Road Helpdesk Services depends on Your fulfillment 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.