

# Terms and conditions reev Partner Portal

between

**reev GmbH**, Sandstraße 3, 80335 Munich, Germany

hereinafter referred to as - **reev** -

and

**(name of partner)**, address

hereinafter referred to as - **Partner** –

**Disclaimer: Translation of the original document in German. In the event of discrepancy, inconsistency or conflict with the German version (in particular due to translation delays), the German version shall prevail.**

## 1. Preamble

- 1.1. Partner is a company that operates in the e-mobility environment and, among other things, sells products and/or services for the support of charging infrastructure (e.g. hardware vendors, direct partners, wholesalers, "classic" electricians).
- 1.2. reev offers software services in the field of electromobility, with Partner Portal to enable the operation and support/monitoring of charging stations as Software-as-a-Service.
- 1.3. reev and its partners are actively driving forward the mobility transition together. Both partners benefit from each other's strengths. Together, we want to offer a comprehensive service (in this case after-sales services) to introduce the target groups involved to electromobility and software solutions and stimulate market demand.
- 1.4. These contractual conditions apply when ordering the reev Partner Portal products. reev provides Partners with a software solution for monitoring the Customer's charging infrastructure.

It is against this background that reev and its partners have concluded this agreement.

## 2. Definitions

- 2.1. **Application** means the software solution operated by reev in its IT infrastructure in the agreed scope of services, including its provision to the Customer via the internet as "Software-as-a-Service".
- 2.2. **Charging point** means an individual charging connection of a charging station via which a charging process can take place (connector or plug).
- 2.3. **Customer** means the subscriber of SaaS services (but not the subscriber of reev Partner Portal) from reev in the agreed scope of services (e.g. the owner, lessee or operator of a charging infrastructure (also known as "charge point operator" or "CPO") for electric vehicles and/or the owner of electric vehicles (which he makes available to company car users).
- 2.4. **Customer charging station** means a system for charging the Customer's electric vehicles (e.g. own, rented or Customer-operated charging stations). The charging station can have one or more charging connections (so-called charging points).
- 2.5. **Partner** refers to a company that operates in the e-mobility environment and, among other things, sells products and/or services for the support of charging infrastructure (e.g. hardware vendors, direct partners, wholesalers, "classic" electricians).
- 2.6. **reev platform** refers to the IT infrastructure operated by reev with which the Application is made available to the Partner.
- 2.7. **SaaS services** mean the provision of the application via the Internet as "Software-as-a-Service".

## 3. Services and obligations of reev

### 3.1. Software-as-a-Service (SaaS) services

The reev Partner Portal makes technical maintenance, service and support of Customer charging infrastructure as easy as possible for Partners. Our software solution reev Partner Portal is made available to Partners via the Internet as Software-as-a-Service and enables the management, monitoring and reporting of Customers' e-charging stations.

The Partner Portal allows Partners to technically monitor the charging infrastructure operated by Customers. The Partner can carry out targeted and customised data analysis, troubleshooting, fault rectification and remote maintenance.

### 3.2. Scope and location of services

The SaaS Services to be provided by reev result from the scope of services agreed between reev and the Partner whereby the version of the respective list of services valid at the time of the order by the Partner is decisive.

Changes to the scope of services can be agreed with the consent of the Partner; unilateral changes to the scope of services by reev are only permitted within the framework of these contractual conditions.

reev is not liable for the behaviour of the Customer and Partner. reev merely provides a platform that enables the Partner to retrieve technical information about the Customer's electric charging stations. The Partner is responsible for ensuring that the service can be received.

### 3.3. Granting of the right of use

As part of the SaaS services, reev grants the Partner the personal, non-exclusive, non-transferable and non-sublicensable right, limited to the term of the contract, to use the application as intended by way of a Software-as-a-Service. The Partner has no claim to access to and/or rights to source codes or other software of reev.

reev reserves the right to introduce deviating or additional terms of use or licence conditions of third parties in connection with changes to the scope of services or in the context of software updates of the reev platform or the application, insofar as this is necessary due to additional third-party components or changed terms of use or licence conditions of third parties and this does not lead to any unreasonable restrictions on the contractual services for the Partner.

### 3.4. Personal nature

The rights of use are personal and are granted exclusively to the Partner. Resale or transfer by the Partner is not permitted.

### 3.5. Operation and maintenance of the reev platform

The operation and maintenance of the Partner Portal is the responsibility of reev.

The average annual availability of the reev platform is 99%. This excludes necessary planned maintenance work and disruptions that are beyond the control of reev. Such disruptions include, in particular, all force majeure events.

If possible, reev will inform the Partner in text form about planned maintenance work on the Partner Portal at least 72 hours before it begins. However, reev reserves the right to carry out unannounced maintenance work if necessary, especially if this is necessary for data and operational security purposes. The Customer is obliged to ensure the functionality and operational safety of his charging infrastructure by means of software updates (e.g. firmware updates). reev is entitled, but not obliged, to carry out these updates.

For its own purposes, reev carries out appropriate data backups of the data processed and stored by the Partner. A check of the correctness and completeness of the data backups is not carried out and is not owed.

### 3.6. Further development and modification of the scope of services

reev is entitled, but not obliged, to extend and further develop the scope of services and functions of the SaaS services. reev reserves the right to offer extensions and further developments only against payment of an additional fee. If the Partner purchases an extension or further development for a fee through a corresponding agreement in addition to an existing agreement, the present contractual conditions apply accordingly. If reev provided extended or additional functions free of charge after the conclusion of an agreement, these contractual conditions also apply.

reev can amend the scope of services and functions of the SaaS services at any time to a reasonable extent for the Partner. The amendment is particularly reasonable if it becomes necessary for an important reason - for example due to disruptions in the provision of services by subcontractors or for security reasons - and the expressly agreed service features as well as the contractual main service obligations of reev remain essentially unchanged. If an amendment does not exclusively concern extensions of the function or not only insignificant components of the SaaS services to be provided by reev, reev will inform the Partner about the change in text form at least four (4) weeks before it comes into force. In this case, the Partner has a special right of termination (see Sec. 8.4).

### 3.7 Data protection

reev may at least indirectly come into contact with Partners' personal data. The Partners agree that the collection, processing and use of such data by reev is carried out by way

of commissioned data processing and exclusively in accordance with the agreement on commissioned data processing and exclusively in accordance with the Appendix Agreement on the Processing of Personal Data.

#### **4. Duties and obligations of Partners and Customers**

4.1. Partner purchases the contractual products in its own name and for its own account. He is not authorised to represent reev in legal transactions.

4.2. Partner is an independent contractor of reev and not an employee of reev. He procures the necessary operating resources and equipment at his own expense. He is in a position to assess the economic opportunities and risks of his contractually assumed activity himself. reev is therefore not responsible for the profitability of the Partner's business.

4.3. Requirements for the use of SaaS services

- (a) The ability to use the Partner portal is subject to the Customer's consent to data processing under data protection law. The Partner undertakes to obtain the Customer's consent (Art. 6 I 1 lit. a) GDPR). This enables the Partner to access and forward the technical and personal Customer data to reev. If the partner is not given access to customer data, the partner is exempt from this requirement.
- (b) The Customer has the option to revoke their consent at any time with effect for the future. If a Customer makes use of his right of cancellation vis-à-vis the Partner, the Customer's access to the platform will be blocked by the Partner and data processing will be discontinued. The revocation cancels the entitlement to the further provision of the platform and the possibility of use by reev. The cancellation releases reev from the obligation to perform. In this case, the Partner is not entitled to any reimbursement or compensation claims against reev.
- (c) The Partner shall be responsible for ensuring that the required settings and details are made in the application.
- (d) The Customer is responsible for making the necessary settings and details in the Application in order to be able to use the respective service components to their full extent.
- (e) The Customer is responsible for ensuring that the Customer charging stations registered on the reev platform and third-party charging stations have a functioning GSM/LTE or Ethernet connection.
- (f) The charging stations fulfil the technical requirements according to the annex to the contractual conditions of the reev Partner Portal products.

#### 4.4. Protection of access data

The Partner must keep its access data to the reev platform safe and confidential and may only make it accessible to authorized employees. The Partner undertakes to oblige its employees to handle the access data confidentially and to inform reev immediately if there is any suspicion that the access data may have become known to unauthorized persons.

#### 4.5. Obligation to back up data

It is the Partner's responsibility to back up its own data regularly and in accordance with the risks involved. This applies both to the data on the Partner's local systems and to the data that the Partner stores on the reev platform.

#### 4.6. Granting of rights of use to the Partner content

The Partner grants reev a simple right of use, unlimited in time and space, to all non-personal usage data and content that it transfers to reev's servers as part of the use of the software or the reev platform, to use the usage data and content to the extent necessary for energy industry forecasts (in particular e.g. to for the evaluation of the total load profile and the implementation of the load management). Personal data is not collected in this context. This right of use includes in particular the right to reproduce the usage data and content and to make it accessible to third parties to the extent necessary. reev is entitled to grant sub-licences to its vicarious agents insofar as this is necessary for the fulfilment of the contract. Apart from that, the right of use is not transferable. reev is entitled to retain usage data and content of the Partner beyond the duration of the contract, insofar as this is technically and legally necessary. In particular, reev is authorized to keep backup copies of the usage data and content provided by the Partner and to temporarily and permanently store such information as is required for accounting, documentation and billing purposes.

#### 4.7. Compliance with legal regulations and indemnification against third-party claims

When using the SaaS services of reev, the Partner shall observe all applicable legal regulations, in particular those of copyright and data protection law. The Partner indemnifies reev from all claims of third parties which they assert against reev due to

an unauthorised use of the application by the Partner for which the Partner is responsible. reev will inform the Partner immediately about claims asserted by third parties and provide the information and documents necessary for the defense upon request. In addition, reev will either leave the defence to the Partner or undertake it in consultation with the Partner. In particular, reev will neither acknowledge nor dispute claims asserted by third parties without consultation with the partner. The provisions of this clause apply accordingly to contractual penalties as well as official or judicial fines and administrative fines, insofar as the Partner is responsible for them.

## **5. Compensation for damages**

5.1. reev is liable in cases of intent or gross negligence, culpable injury to life, body or health and in cases of liability under the German Product Liability Act (*ProdHaftG*). reev is also liable for the culpable breach of essential obligations (i.e. those obligations whose fulfillment is essential for the proper execution of the agreement and on whose compliance the Partner may rely), whereby liability in the case of only slight or simple negligence is limited to compensation for foreseeable and typical damage. With the exception of intentional behaviour, reev is not liable for indirect damages and consequential damages, in particular not for loss of profit, loss of production and/or business interruptions at the Partner or its Customers. reev is not liable to the Partner or the Customer for the accuracy of the data sent or received by the Customer or Partner, nor for the success or failure of the Partner's intervention on the Customer's charging infrastructure.

## **6. Guarantee**

### **6.1. Defect definition**

Defects are significant deviations from the agreed scope of the services to be provided. reev is only liable for defects in the application that were already present when it was provided to the Partner if it is responsible for these defects.

### **6.2. Right to rectification**

If the services contractually owed by reev are defective, reev will, at reev's discretion, either remedy the defects or provide the services again within a reasonable period of time after receipt of a notice of defects from the Partner in

written or text form. Insofar as reev has licensed third-party software for use by the Partner, the rectification of defects consists in the procurement and installation of generally available upgrades, updates or patches or in the procurement of essentially equivalent third-party software. The provision of instructions for use with which the Partner can reasonably circumvent the defects that have occurred in order to use the Application in accordance with the contract shall also be deemed to be rectification.

#### 6.3. Right of reduction of the Partner

If the defect-free provision of the services fails within a reasonable period of time set by the Partner in writing for reasons for which reev is responsible, the Partner may reduce the agreed remuneration by a reasonable amount. The right to reduction is limited to the amount of the remuneration relating to the defective part of the service.

#### 6.4. Notification of defects and support in remedying defects by the Partner

The Partner shall immediately notify reev of any defects in writing or text form. In addition, the Partner will support reev free of charge in the remedy of defects and in particular provide reev with all information and documents that reev requires for the analysis and remedy of defects.

#### 6.5. Consequences of unjustified notification of defects; apparent defect

If the Partner notifies reev of a defect that is not attributable to reev or makes a corresponding support request, the Partner must reimburse the expenses of reev (or third parties commissioned by reev) that were caused by such notification of defects; the same applies if an alleged defect turns out to be an operating error by the Partner or does not exist at all (so-called apparent defect). The claim for reimbursement does not exist if the Partner did not recognize that such defect was only apparent and could not have recognized it even if he had exercised the necessary diligence.



## **7. Blocking access to the reev platform**

7.1. reev is entitled to block the Partner's access to the reev Platform and Application (and thus suspend the SaaS Services) if

- (a) there are indications that the Partner's access data has been or is being misused or that the Partner's access data has been or is being provided to an unauthorized third party or that the Partner's access data is being used by employees other than those deposited on the reev Platform by the Partner;
- (b) there are indications that third parties have otherwise gained access to the application provided to the Partner;
- (c) the blocking is necessary for technical reasons;
- (d) reev is legally, judicially and officially obliged to block it;
- (e) the Partner is more than one (1) month in arrears with payment of the agreed fee;
- (f) the Partner has provided incorrect bank details in the case of payment by direct debit and fulfilment of the Partner's performance obligations is not guaranteed;
- (g) the Partner has provided incorrect or invalid contact details and communication between reev and the Partner is not possible.

7.2. reev shall give the Partner reasonable notice of the blocking in text or written form, but no later than one (1) working day before the blocking comes into effect, provided that the notice is reasonable and compatible with the purpose of the blocking, taking into account the interests of both parties.

## **8. Term, billing and cancellation**

### **8.1. Term**

The term of the contractual relationship between reev and the Partner is indefinite and begins with the signing of the agreement. The minimum contract term is two (2) years, unless otherwise agreed.

## 8.2. Billing

Billing for the Partner Portal licence and its renewal is managed by reev (or a payment service provider commissioned by reev) and takes place via the payment method selected by the Partner within the payment methods approved by reev. The applicable price conditions can be found in the enclosed price sheet.

## 8.3. Cancellation period

The contractual relationship can be terminated by either party - for the first time at the end of the agreed minimum contract term of two years, thereafter at the end of each contract year - by declaration in text form (e.g. by e-mail) with a notice period of three (3) months.

## 8.4. Right to extraordinary cancellation

The right of a party to extraordinary termination for good cause remains unaffected. This must also be made in text form. reev is entitled to extraordinary termination for good cause in particular if

- (a) the Partner is more than six (6) weeks in arrears with the payment of the agreed fee and reev has threatened the Partner with termination in text form with a notice period of two (2) weeks before the termination takes effect; or
- (b) after conclusion of the contractual relationship, a significant deterioration in the reliability of the Partner as monitor of the Customer's Charging Stations, solvency or creditworthiness of the Partner becomes apparent, which jeopardizes a claim of reev, in particular an application for the opening of insolvency proceedings against the assets of the Partner is filed.

## 8.5. Special right of termination

reev reserves the right to amend the services agreed in the order form of the respective product or to adjust, limit or discontinue its fees and charges. reev will inform the Partner about an intended amendment of the agreement in text form at least eight (8) weeks before it comes into effect and will highlight the new provisions separately. In the event of intended amendments, the Partner has a special right of termination for the contractual relationship. The special right of termination must be exercised within eight (8) weeks of receipt of the corresponding information about the intended

amendments. In this case, the termination shall take effect when the amendments come into force in accordance with these terms and conditions.

The special right of termination does not apply to software updates or technical changes to interfaces if these are merely intended to pursue technical optimizations or rectify technical problems. In this case, reev will inform the Partner promptly about the changes.

#### 8.6. Alfa Testing and Beta Testing

reev can offer the partner Alfa Testing and Beta Testing of the Partner Portal. The details of Alfa Testing and Beta Testing are presented in the document 'List of Services and Price Sheet'. In the event of discrepancies, inconsistencies or contradictions between these contractual conditions and the List of Services and Price Sheet, the List of Services and Price Sheet shall take precedence.

## 9. Final provisions

#### 9.1. Changes to the terms of use

The Operator reserves the right to modify these General Terms and Conditions of Business and Use from time to time and to adapt them to technical and legal developments. The Operator shall inform the Partner of this in text form. If the proposed changes are not acceptable to the Partner, the Partner has a special right of cancellation. The cancellation must be sent to the operator in text form within fourteen (14) days of receipt of the notification of the changes. If the Partner does not cancel within this period, the changes are deemed to have been accepted.

#### 9.2. Severability clause

If individual provisions of these General Terms and Conditions of Business and Use are or become invalid or cannot be implemented for factual or legal reasons without the maintenance of these General Terms and Conditions of Business and Use becoming unreasonable for one of the contracting parties as a whole, this shall not affect the remaining provisions of these General Terms and Conditions of Business and Use. The same applies if a loophole should become apparent. In place of the invalid and unenforceable provisions or to fill a loophole, a provision shall be agreed

that comes as close as possible to the economic purpose intended by the contracting parties.

### 9.3. Applicable law & place of jurisdiction

These General Terms and Conditions of Business and Use shall be governed by the laws of the [Federal Republic of Germany], excluding its conflict of laws provisions. The Operator is not willing and not obliged to participate in a dispute resolution procedure at a consumer arbitration board.

If the Partner is not a consumer within the meaning of Section 13 BGB, the place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions of Business and Use shall be Munich.

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Place, date

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Place, date

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**reev**

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**Partner**