

Terms and conditions of the reev Partner Portal

between

reev GmbH, Sandstraße 3, 80335 Munich

hereinafter referred to as – **reev** –

and

(name of the partner), address

hereinafter referred to as – **Partner** –

1. Preamble

- 1.1. Partner is a company operating in the e-mobility sector 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 electric mobility, including a partner portal for 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. In doing so, 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 electric mobility and software solutions and stimulate market demand.
- 1.4. The present terms and conditions apply to orders for reev Partner Portal products. reev provides the partner with a software solution for monitoring the charging infrastructure of customers.

Against this background, reev and the Partner conclude this contract.

2. Definitions

- 2.1. **Application** refers to the software solution operated by reev in its IT infrastructure within the agreed scope of services, including its provision to the customer via the Internet as software as a service.
- 2.2. **Customer** refers to the recipient of SaaS services (but not recipients of the reev Partner Portal) from reev within the agreed scope of services (e.g. the owner, lessee or operator of a charging infrastructure (also known as a "charge point operator" or "CPO") for electric vehicles and/or the owner of electric vehicles (which they make available to company car users).
- 2.3. **Customer charging station** refers to a system for charging the customer's electric vehicles (e.g. charging stations owned, rented or operated by the customer). The charging station may have one or more charging connections (so-called charging points).
- 2.4. **Charging point** refers to an individual charging connection on a charging station through which a charging process can take place (connector or plug).
- 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 through which the application is made available to the partner.
- 2.7. **SaaS services** refers to 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 the customer's charging infrastructure as easy as possible for partners. Our software solution, the 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 perform technical monitoring of the charging infrastructure operated by customers. Partners can carry out targeted and customer-specific data analysis, troubleshooting, fault rectification and remote maintenance.

3.2. Scope and location of services

The SaaS services to be provided by reev are based on the scope agreed between reev and the Partner. The version of the respective service specifications valid at the time of the Partner's order shall be decisive.

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

reev is not liable for the behaviour of the customer and partner. reev merely provides a platform that enables the partner to access technical information about the electric charging stations for customers. The partner is responsible for ensuring that it is able to receive the service.

3.3. Granting of the right of use

Within the scope 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 software as a service. The Partner has no claim to access 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 within the scope of software updates to 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 unreasonable restrictions on the contractual services for the Partner.

3.4. Personal

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 are the responsibility of reev.

The average availability of the reev platform is 99% on an annual average. This does not include necessary planned maintenance work or disruptions that are beyond reev's control. Such disruptions include, in particular, all events of force majeure.

reev shall notify the Partner in writing of any 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, in particular if this is necessary for data and operational security. The customer is obliged to ensure the functionality and operational safety of its charging infrastructure by means of software updates (e.g. firmware updates). reev is entitled, but not obliged, to carry out these updates.

reev shall carry out appropriate data backups of the data processed and stored by the partner for its own purposes. The accuracy and completeness of the data backups shall not be checked and is not owed.

3.6. Further development and modification of the scope of services

reev is entitled, but not obliged, to expand 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 obtains an extension or further development for a fee by means of a corresponding agreement in addition to an existing agreement, the present contractual terms and conditions shall apply accordingly. If reev makes extended or additional functions available free of charge after conclusion of an agreement, these contractual terms and conditions shall also apply.

reev may change the scope of services and functions of the SaaS services at any time to an extent reasonable for the Partner. The change 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 safety reasons – and the expressly agreed service features remain essentially unchanged and the main contractual obligations of reev are maintained. If the changes affect

If the changes are not exclusively extensions of the function or not only insignificant components of the SaaS services to be provided by reev, reev shall notify the Partner of the change in writing at least four (4) weeks before it takes effect. In this case, the Partner shall have a special right of termination (see Section 8.4).

3.7 Data protection

reev may come into contact with personal data of the Partners, at least indirectly. The Partners agree that the collection, processing and use of such data by reev shall be carried out by way of commissioned data processing and exclusively in accordance with the provisions of the annexed agreement on the processing of personal data on behalf of the Partner.

4. Obligations and duties of the Partner and Customers

4.1. The Partner purchases the Contract Products in its own name and on its own account. It is not authorised to represent reev in legal transactions.

4.2. The Partner is independent of reev and is not an employee of reev. They shall procure the necessary operating resources and equipment at their own expense. They are in a position to assess the economic opportunities and risks of their activities undertaken hereunder. reev therefore does not guarantee 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 in accordance with data protection law. The partner undertakes to obtain this consent (Art. 6 I 1 lit. a) GDPR) from the customers. This enables the partner to access and forward technical and personal customer data to reev.
- (b) The customer may revoke their consent at any time with future effect. If a customer exercises their right of revocation vis-à-vis the partner, the partner will block the customer's access to the platform and discontinue data processing. Revocation shall terminate the right to further provision of the platform and use by reev. Revocation shall release reev from its

In this case, the Partner shall not be entitled to any claims for reimbursement or damages against reev.

- (c) The Partner is responsible for ensuring that the necessary settings and information are entered into the application.
- (d) The customer is responsible for making the necessary settings and providing the necessary information 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 their customer charging stations and third-party charging stations registered on the reev platform have a functioning GSM/LTE or Ethernet connection.
- (f) The charging stations meet the technical requirements set out in the appendix to the terms and conditions of the reev Partner Portal products.

4.4. Protection of access data

The Partner must keep their access data to the reev platform safe and may only make it accessible to authorised employees. The Partner undertakes to oblige its employees to treat the access data confidentially and to notify reev immediately if there is any suspicion that the access data may have become known to unauthorised persons.

4.5. Obligation to back up data

It is the responsibility of the Partner to back up their data regularly and in accordance with the level of risk. This applies both to data stored on the Partner's local systems and to data stored by the Partner on the reev platform.

4.6. Granting of rights of use to the Partner's content

The Partner grants reev a simple, spatially and temporally unlimited right of use to all non-personal usage data and content that it transfers to reev's servers in connection with 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, for example, for evaluating the total load profile and implementing load management). No personal data is collected in this context. This right of use

includes, in particular, the right to reproduce the usage data and content and to make it available to third parties to the extent necessary. reev is entitled to grant sub-licences to its vicarious agents to the extent necessary for the fulfilment of the contract. Otherwise, the right of use is non-transferable. reev is entitled to retain the Partner's usage data and content beyond the term of the contract to the extent that this is technically and legally necessary. In particular, reev is authorised to keep backup copies of the usage data and content provided by the Partner and to store such information temporarily and permanently as is necessary for accounting, documentation and billing purposes.

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

When using reev's SaaS services, the Partner shall comply with all applicable legal provisions, in particular those relating to copyright and data protection law. The Partner shall indemnify reev against all claims asserted against reev by third parties due to unauthorised use of the application by the Partner for which the Partner is responsible. reev shall inform the Partner immediately of any claims asserted by third parties and shall provide the information and documents necessary for defence upon request. In addition, reev shall either leave the defence to the Partner or undertake it in consultation with the Partner. In particular, reev shall neither acknowledge nor concede any claims asserted by third parties without consulting the Partner. The provisions of this clause shall apply mutatis mutandis to contractual penalties and administrative or court fines and penalties, insofar as the Partner is responsible for them.

5. Damages

5.1. reev shall be liable in cases of intent or gross negligence, in the event of culpable injury to life, limb or health, and in the event of liability under the Product Liability Act. reev shall also be liable for the culpable breach of essential contractual obligations (i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the Partner may rely), whereby liability in cases of slight or simple negligence shall be limited to compensation for foreseeable damage typical for this type of contract. With the exception of intentional conduct, reev shall not be liable for indirect damage and consequential damage, in particular for loss of profit, loss of production and/or business interruptions at the partner or its

Customers. reev shall not be liable to Partners or Customers for the accuracy of 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. Warranty

6.1. Definition of defects

Defects are significant deviations from the agreed scope of the services to be provided. reev shall only be liable for defects in the application that were already present when it was handed over 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 shall, upon receipt of a notice of defect from the partner in writing or text form and within a reasonable period of time, remedy the defects or provide the services again at reev's discretion. Insofar as reev has licensed third-party software for use by the Partner, the rectification of defects shall consist 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 which enable the Partner to reasonably circumvent 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 the Partner to reduce the price

If the defect-free provision of services fails for reasons for which reev is responsible within a reasonable period set by the Partner in writing, the Partner may reduce the agreed remuneration by a reasonable amount. The right to reduce the remuneration is limited to the amount of 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 notify reev immediately in writing or text form of any defects that may occur. In addition, the Partner shall support reev in remedying defects free of charge and, in particular, shall provide reev with all information and documents that reev requires for the analysis and elimination of defects.

6.5. Consequences of unjustified notification of defects; apparent defects

If the Partner notifies reev of a defect that is not attributable to reev or submits a corresponding support request, the Partner shall reimburse reev (or third parties commissioned by reev) for the expenses incurred as a result of the notification of defects; the same applies if a supposed defect turns out to be an operating error on the part of the Partner or does not exist at all (so-called apparent defect). The claim for reimbursement shall not apply if the Partner did not recognise the existence of such an apparent defect and could not have recognised it even with the exercise of due care.

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 disclosed to an unauthorised third party or that the Partner's access data is being used by persons other than the employees specified by the Partner on the reev platform;
- (b) there are indications that third parties have otherwise gained access to the application provided to the Partner;
- (c) the suspension is necessary for technical reasons;
- (d) reev is obliged to block access by law, court order or official authority;
- (e) the Partner is more than one (1) month in arrears with payment of the agreed remuneration;

(f) the Partner has provided incorrect bank details in the event of payment by direct debit and fulfilment of the Partner's performance obligations cannot be 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 notify the Partner of the suspension with reasonable notice, but no later than one

one (1) working day before the suspension takes effect, in text or written form, provided that the notification is reasonable, taking into account the interests of both parties, and compatible with the purpose of the suspension.

8. Term, billing and termination

8.1. Term

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

8.2. Billing

Billing for the Partner Portal licence and its renewal shall be managed by reev (or a payment service provider commissioned by reev) and shall be made using the payment method selected by the Partner from among the payment methods approved by reev. The applicable price conditions can be found in the enclosed price list.

8.3. Notice

The contractual relationship may be terminated by either party – initially upon expiry of the agreed minimum contract term of two years, thereafter upon expiry of each contract year – by giving notice in writing (e.g. by email) with three months' notice. (3) months.

8.4. Right to extraordinary termination

The right of either party to terminate the contract for good cause remains unaffected. This must also be done in writing. reev is entitled to terminate the contract for good cause in particular if

- (a) the Partner is more than six weeks in arrears with the payment of the agreed remuneration and reev has given the Partner written notice of termination with a notice period of two weeks to the effective date of termination; or
- (b) after termination of the contractual relationship, a significant deterioration in the reliability of the Partner as a monitor of customer charging stations, solvency or creditworthiness of the Partner becomes apparent, which jeopardises a claim by reev, in particular if an application is made to open insolvency proceedings against the Partner's assets.

8.5. Special right of termination

reev reserves the right to change the services agreed in the order form for the respective product or to adjust, restrict or discontinue its fees and charges. reev shall inform the Partner of any intended changes to the contract in writing at least eight (8) weeks before they come into effect and shall draw the Partner's attention to the new provisions separately. In the event of intended changes, the Partner shall have a special right of termination for the contractual relationships. The special right of termination must be exercised within eight (8) weeks of receipt of the relevant information about the intended changes. In this case, the termination shall take effect upon the changes coming into force in accordance with these contractual terms and conditions.

The special right of termination does not apply to software updates or technical changes to interfaces, insofar as these are intended solely to achieve technical optimisations or to remedy technical problems. In this case, reev shall inform the Partner of the changes in a timely manner.

9. Final provisions

9.1. Changes to the Terms of Use

The Operator reserves the right to modify these General Terms and Conditions of Use from time to time and to adapt them to technical and legal developments. The operator shall inform the partner of this in writing. If the proposed changes are not acceptable to the partner, the partner shall be entitled to a special right of termination. The termination must be sent to the operator in writing within fourteen (14) days of receipt of the notification of the changes. If the partner does not terminate within this period, the changes shall be deemed accepted.

9.2. Severability clause

Should individual provisions of these General Terms and Conditions of Business and Use be 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 shall apply 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 closest 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 are subject to the law of the Federal Republic of Germany, excluding conflict of law provisions.

The operator is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

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

Place, date

Place, date

reev

Partner