

The following General Terms and Conditions of Wirelane GmbH (hereinafter “Wirelane”), Prinzregentenplatz 15, 81675 Munich, fax: +49 681 99 27 88.10, telephone: +49 681 99 27 88.0, regulate the use of the SaaS software and SaaS services provided by Wirelane by contractors (hereinafter “customer”) as well as the support and service level services offered for this. Last revised July 2020.

1. Definitions

1.1 *TERMS* designates these General Terms and Conditions.

1.2 *App* is the application provided to the end users of SaaS services by Wirelane.

1.3 *Authorised Users* are employees of the customer or the third party authorised by the customer, whom the customer registers with Wirelane for the use of the SaaS software.

1.4 *Back-End* or *Back-End Application* designates the level of the Wirelane SaaS platform, which is connected to a charge point and through which the communication between the back-office and the charge point is established. The back-end application must be licensed when the customer books support and service level services from Wirelane.

1.5 *Back-Office* or *Back-Office Application* designates the layer of the Wirelane SaaS platform on which functions and SaaS services are located, which enable e.g. the defining and creation of scales of charges, the administration of organisations and eRoaming partners, charge points and end users as well as the billing of charge processes.

1.6 *CPO* stands for “Charge Point Operator”. The CPO is the nominated person in control of an electrical installation and operator as well as possibly also the owner of a charge station. The CPO itself may act as EMP, or commission a third party with this.

1.7 *Direct supply* designates the direct supply of electricity through a CPO to an end user, without a payment transaction being triggered at Wirelane or the PSP. The SaaS software in this case shall mainly be used for billing purposes concerning the direct sale resp. for reporting purposes.

1.8 *EMP* stands for “Electro Mobility Provider”. The EMP is a customer of the CPO. It makes the charge infrastructure and SaaS services offered accessible to the end user.

1.9 *End users* are the end customers of the customer resp. its EMPs, who use the charge points for recharging their e-vehicles.

1.10 *eRoaming* designates the offer for CPOs, to offer access to charge stations operated by them and further services offered to end users through a software-based platform by means of an authorised MSP. A large number of MSP’s can be activated through an eRoaming platform. Furthermore, Peer-to-Peer solutions enable a direct connection between a CPO and an MSP/EMP.

1.11 *eRoaming Partners* designates a third parties which operate eRoaming platforms.

1.12 *Planned Downtimes* are downtimes of the SaaS software based on support, development, change or updating services planned by Wirelane.

1.13 *Planned Downtime Windows* are time windows within which the services of the Planned Downtimes are provided.

1.14 *Charge point* designates the respective charging device through which an end user’s e-vehicles can be charged. This can be a socket, or however an attached charging cable. Each charge point communicates with the back-end, through which the firmware updates are input for Wirelane charge points. The SaaS software must be separately licensed for each charge point. A charge station can have several charge points.

1.15 *Charge Station* is the charging device manufactured for e-vehicles by Wirelane, which has one or several charge point(s).

1.16 *SaaS Specification of Services* designates the description of the SaaS services offered including the SaaS documentation viewable on the Wirelane website.

1.17 *Service Day* designates the days on which support and service level services are provided.

1.18 *Service Times* designates the times on a service day when support and service level services are provided.

1.19 *MSP* stands for *Mobility Services Provider*, which offers services equally to an EMP end user in the context of the e-mobility.

1.20 *Parties* designates the customer and Wirelane collectively.

1.21 *Payment Services* designates the processing of payments in the context of the use of a charge point by an end user offered by an PSP commissioned by Wirelane on behalf of the customer.

1.22 *PSP* or *Payment Services Provider* is an authorised payment services provider which provides the payment services.

1.23 *SaaS Reduction* designates the reduction of agreed monthly fees for SaaS services when the agreed availability of the SaaS services is fallen short of. The SaaS reduction does not include one-off fees, transaction fees and remuneration in connection with the provision of support services and other services.

1.24 *SaaS* stands for “Software as a Service”.

1.25 *SaaS Services* designates the services described in detail in item 3. offered to the customer by Wirelane.

1.26 *SaaS Service and Operating level* are the availabilities of the SaaS services indicated in item 11 of the TERMS.

1.27 *SaaS software* is the Wirelane software that is operated on the SaaS platform by Wirelane and which contains SaaS services and functions for charge points.

1.28 *SEPA ELV* designates the electronic SEPA direct debit procedure by means of which payments by end users for the use of a charge point can be levied.

1.29 *Site* designates the place where the charge point resp. the charge station is erected.

1.30 Support and service level services are services within the meaning of item 13 of these TERMS, which the customer can book for a charge point, when the back-end application was licensed.

1.31 *Agreement* designates the Agreement on the provision of the SaaS services as well as support and service level services with its respective annexes concluded between the Parties, which contains the parties’ individual agreements.

1.32 *Working Days* are the days from Monday to and including Friday, excluding national public holidays in Germany.

1.33 *Wirelane SaaS platform* designates the SaaS platform operated by Wirelane on which the back-office with the SaaS software and the back-end are hosted.

1.34 *Wirelane Systems* designates the SaaS services provided by Wirelane, the back-end, the back-office as well as other software or hardware provided by Wirelane in connection with the contractual services.

1.35 *Payment Services Framework Agreement* is the Agreement concluded between Wirelane and a PSP on behalf and in the name of the customer but for Wirelane’s account, which regulates the provision of payment services.

2. Scope

2.1 These TERMS regulate the provision of SaaS and service level services for charge points operated by the customer by Wirelane as

well as the use of the SaaS software by the customer and the EMP assigned to it.

2.2 The TERMS apply for all Wirelane's offers in connection with the SaaS services and support and service level services.

2.3 Wirelane does not recognise the customer's contrary or deviating terms and conditions, unless Wirelane has expressly consented to these in writing.

2.4 Wirelane's offers based on these TERMS are exclusively directed to contractors within the meaning of Section 14 Para. 1 German Civil Code [BGB].

3. SaaS services

3.1 The SaaS services comprise (i) the online provision of the SaaS software by Wirelane; (ii) the provision of services offered such as participation of the charge station in the offer by eRoaming partners or MSP providers; (iii) payment services; (iv) the use of booked services by the customer resp. EMPs assigned to it as per item 5.3; (v) the use of the charge station and associated services by end users by means of the SaaS software, especially through the app; and (vi) the currently offered SaaS service and operating level. Further services may result from the SaaS specification of services or the Agreement.

3.2 SaaS services are offered for Wirelane's charge stations as well as for other manufacturers' charge stations. Wirelane assumes no liability for ensuring that charge solutions used by the customer, which are not established by Wirelane will meet the requirements for a connection to the Wirelane SaaS platform. The customer resp. the respective manufacturer of the charge solution is exclusively responsible for the inspection and any required adaptation of the interfaces to this hardware. Services to be provided by Wirelane in this regard must be regulated in a separate contract and be charged separately.

3.3 As part of the SaaS services, Wirelane shall provide the app. Functions and possible uses of the app are as indicated in the SaaS specification of services.

3.4 Wirelane offers the services offered through the Wirelane SaaS platform, including the SaaS software, in the Wirelane's branding or as a white label product. The customer may commission Wirelane with the labelling of the Wirelane SaaS platform in its branding or the branding of third parties assigned to it. The Parties' respective services must be agreed in a separate Agreement.

4. SaaS software

4.1 Wirelane provides the customer with the SaaS software on the Wirelane SaaS platform online, so that the SaaS software can connect with the software of the customer's Wirelane charge point and, if desired, with a different provider's MSP. Any adaptations of the SaaS software and interfaces to be established required for the connection to the third-party systems must be separately commissioned. Reference is made to item 3.2.

4.2 The SaaS software may be licensed as back-office application, as back-end application or as back-office application jointly with the back-end application.

4.3 The SaaS software is hosted on a Wirelane server, at Wirelane's choice, or on the servers of third parties commissioned by Wirelane, or offered as a Cloud solution. No object code, no source code and no physical data carriers shall be provided to the customer.

4.4 The version of the SaaS software and the currently booked scope of services licensed by the customer shall be as shown in the contract confirmation and / or the Agreement.

4.5 Wirelane shall provide the customer with the standard documentation for the SaaS software in electronic form drafted in German or in English.

4.6 Wirelane is entitled to further develop, improve, modify and update the SaaS software at any time ("updated SaaS software"). Wirelane shall inform the customer about the input of new software statuses. If the updated SaaS software relates to modifications of the hitherto used SaaS software, the updated SaaS software shall be provided to the customer without an adaptation of the remuneration. If the updated SaaS software contains significant enhancements of the services and functionalities offered ("enhanced updated SaaS software"), the customer shall be offered the use of the enhanced updated SaaS software at the currently disclosed fees by Wirelane. The customer is at liberty to license the enhanced updated SaaS software under the currently offered conditions.

5. Legal relationship between Wirelane, the customer and third-party service providers

5.1 Customer within the meaning of these TERMS is the CPO, which is in a direct contractual relationship with Wirelane.

5.2 The customer may grant access to the charge station operated by it to an EMP/MSP by way of the Peer-to-Peer connection through the back-office. The contractual conditions for this are lodged in the back-office and must be accepted by the customer as well as the EMP/MSP in the context of the registration. Wirelane is at liberty to reject a designated EMP/MSP for cause. Wirelane shall inform the customer about the rejection.

5.3 Wirelane has concluded a framework agreement with operators of eRoaming hubs and MSPs, which enable the use of the services offered by it in each case through the Wirelane SaaS platform. The terms and conditions of use are lodged in the back-office and must be accepted by the customer in the context of the activation.

5.4 The customer may also commission Wirelane with the provision of services as EMP. The conditions for this are likewise lodged in the back-office and must be accepted by the customer in the case of a commissioning.

5.5 EMP/MSP's activated by the customer in the back-office must be assigned to the customer legally and for billing purposes.

5.6 The customer may individually define the extent of the use of the SaaS services and SaaS software for each activated EMP in the context of the booked SaaS services.

5.7 Wirelane shall grant each EMP/MSP approved by the customer as per item 5.2 and 5.3 access to the SaaS software and SaaS services to the extent booked to the customer by remote-connection after the conclusion of the successful registration within the meaning of item 7.

5.8 The customer is liable for ensuring that EMP/MSP's assigned to it will comply with the contractually agreed usage provisions. The term of the agreements to be concluded between the customer and an EMP/MSP and eRoaming Partner shall be limited to the term of the Agreement concluded between Wirelane and the customer. The rights of use of the EMP/MSP assigned to the customer shall end upon the termination of the Agreement between Wirelane and the customer, without requiring a notice of termination between Wirelane and the EMP/MSP assigned to a customer.

5.9 If the customer requests a change of the scope of use as indicated in the purchase order or the term of the right of use for an EMP/MSP, it must notify this to Wirelane in writing or in text format. Item 5.2 and 5.7 apply accordingly.

5.10 The customer acts on its own behalf, for its own account and under its own responsibility vis-à-vis the EMP/MSP assigned to it. It does not represent Wirelane. The customer is at liberty to stipulate the remuneration for the provision of its services to the EMP/MSP assigned to it.

6. Services to be provided by the customer

6.1 As CPO, the customer must procure the electricity for the charge station. It is the final consumer within the meaning of Section 3 no. 25 German Law on the Fuel and the Energy Industries [EnWG]. In addition, the customer is responsible for the establishment and the maintenance of the readiness for operation of the charge station, especially its proper installation, maintenance and the service.

6.2 The customer as CPO must define the conditions under which end users can use the charge points operated by it in the back-office. This includes inter alia the definition of the marketplace scales of charges. It is liable in this regard for the inspection and compliance with any legal regulations to be observed such as e.g. those of German calibration law or the German Pricing Regulation [Preisangabenverordnung].

6.3 Authentication processes

6.3.1 The customer must select the authentication processes to be observed by the respective end user and define this in the back-office.

6.3.2 To enable the end user an authentication via remote connection (e.g. QR Code or EVSE input), the customer must unambiguously identify each charge point of a charge station recorded on the Wirelane SaaS platform by means of the Electrical Vehicle Supply Equipment-ID (EVSE-ID). The EVSE-ID must be applied in an easily clearly visible manner on the respective charge point.

6.3.3 If the customer would like to offer the authentication to end users by means of RFID card, the charge station must be equipped with a corresponding reading device.

6.3.4 If there are further authorised authentication processes, the currently notified technical and legal requirements must be met and possibly implemented at the customer's expense.

6.4 The charge point shall be publicly accessible with definition of the authentication process and the market place scale of charges by the customer for the use of a charge point in the back-office of the SaaS software.

6.5 If the customer offers charge stations operated by it through other operators' eRoaming hubs or an MSP, the conditions lodged for this in the Back Office shall apply. Reference is made to item 5.

7. Registration, customer account

7.1 To be able to use the SaaS software, the customer resp. the EMP/MSP assigned to it must register itself on the Wirelane SaaS platform. In the process, it must indicate the data viewed on the Wirelane SaaS platform correctly and define a password.

7.2 After completed registration Wirelane shall create an account for the customer.

8. Use of the SaaS software

8.1 The scope of service of the SaaS software shall be in accordance with the SaaS specification of services, the documentation, the Agreement, the purchase orders for an EMP placed by the customer and the provisions of these TERMS.

8.2 Wirelane grants to the customer the non-exclusive and non-transferable right, limited in time to the term of the Agreement resulting from the Agreement or these TERMS, and in territory to the territory of the EEA, sublicensable in accordance with these TERMS, to use the SaaS software in accordance with the contractual provisions, access the SaaS documentation as well as the SaaS specification of services and use these by means of remote access for the charge points assigned to the customer.

8.3 The customer may have employees registered as Authorised Users, who may access the SaaS software in accordance with the contractual provisions and use these accordingly.

8.4 The customer is not entitled (i) to award licences or sublicences to the SaaS software, or sell, rent out, outsource these or provide these to a third party otherwise, unless this is expressly permitted in the Agreement or these TERMS; and (ii) translate or decompile the SaaS software, for the reverse engineering of the SaaS software; or (iii) otherwise operate, use or realise the software otherwise.

8.5 The customer is liable for all acts and omissions of Authorised Users and third parties that access the SaaS software through the customer account, and for its own acts or own omissions.

9. Payment services, payment processing

9.1 Wirelane offers the charging, management and administration of the customer's due payments, the EMP and the end user in connection with the use of offered services as well as the charging of an e-vehicle through the Wirelane SaaS platform. Wirelane in this regard shall make use of a PSP, which carries out the billing and the forwarding of the payments from end users to the customer on behalf of the customer, or, if the customer is not a CPO, to the third party specified by the customer.

9.2 If the customer offers the charge stations operated by it as per item 6.5 through third parties, Wirelane shall provide the billing services to be defined in a separate Agreement between the parties involved.

9.3 The following Payment Services are offered by Wirelane:

9.3.1 Wirelane shall charge the remuneration to which the parties involved, i.e. especially the customer, the EMP, any possibly commissioned external eRoaming partner / MSP provider and Wirelane are entitled for currently provided services in connection with end users' charging processes at a properly registered charging point. The content and scope of accounting and receivables management may be further detailed in the Agreement as well as the SaaS specification of services.

9.3.2 Wirelane shall assign the remuneration to be paid by the end user for the use of the offers of services and the remuneration for any provided services between the parties involved to the respective holders of the claim.

9.3.3 A PSP commissioned by Wirelane shall assume the billing and the forwarding of the payments from end users to the customer on behalf of the customer.

9.3.4 The customer grants power of attorney to Wirelane to conclude a Payment Services Framework Agreement on its behalf but for Wirelane's account for Credit Card Acquiring Services and/or a Payment Services Framework Agreement for the SEPA ELV with a legitimate PSP. The Payment Services Framework Agreement between the PSP and the customer shall be free of charge for the customer. Wirelane shall bear the costs for the services of the PSP that result from the credit card, the SEPA direct debit note or other transactions.

9.3.5 The customer shall notify the PSP of the bank account to which the payments to be paid out must be paid.

9.3.6 Wirelane shall provide the PSP with the information about the transactions occurred at a charge point required for the payment processing.

9.3.7 The processing of the payments is done directly between the PSP and the customer. The customer shall provide the required acts of cooperation for a proper Agreement implementation and payment processing corresponding to the statutory provisions and both vis-à-vis the PSP as well as vis-à-vis Wirelane. Reference is made to item 12. It shall conclude corresponding acceptance agreements concerning the processing of credit card, EPA ELV and other payments with the PSP. The agreements shall be made available to it through the PSP.

10. End user

10.1 To be able to use the functions of a charge point and the services offered through the app, end users must authenticate at the charge point themselves by means of one of the processes presented in item 6.3.

10.2 The use of the charge point by the end user is regulated by the terms and conditions of use of the customer or the EMP assigned to the customer for the respective charge point, which approves the charge process in the back-end after successful authorisation of the end user.

10.3 The customer resp. the customer's EMP acts on its own behalf for its own account and under its own responsibility vis-à-vis the end user. It is not entitled to represent Wirelane or made statements to end users on behalf of Wirelane.

10.4 The end user's payments shall be processed as per item 9.

11. Service and operating level, downtimes

11.1 Wirelane may use the Planned Downtime Windows provided for in the SaaS specification of services for Planned Downtimes. Wirelane shall inform the customer about Planned Downtimes with an appropriate run-up time in writing or text format.

11.2 Unplanned Downtimes shall occur in urgent cases (e.g. in the event of risks to the security of the SaaS services), in the event of system overloading; system breakdowns or an event of Force Majeure.

11.3 If Wirelane does not comply with SaaS Service and operating levels in a calendar month, the customer shall be granted an SaaS reduction in accordance with the following provisions:

11.3.1 In the event of a monthly availability between 97 % and 99.5 %: reduction of the monthly fees for the respective calendar month by 10%;

11.3.2 In the event of a monthly availability from 90 % to 96.9 %: reduction of the monthly fees for the respective calendar month by 25%;

11.3.3 In the event of a monthly availability below 90 %: reduction of the monthly fees for the respective calendar month by 100%.

11.4 Planned or Unplanned Downtimes shall not be set off against the availability.

11.5 In other respects, further SaaS service and operating levels may result from the Agreement and the SaaS specification of services.

11.6 The availabilities shall be charged separately for each calendar month with regard to the SaaS reduction. The charge shall begin once again for each following calendar month (for example: if an availability of 95% is reached in one calendar month, and correspondingly an SaaS reduction is done for this calendar month; in the following month however an availability beyond the contractually agreed monthly availability is reached, the increased availability in the following calendar month is correspondingly set off against the reduced availability in the preceding month).

11.7 The customer issues a proper bill regarding the reduction to SaaS to Wirelane.

11.8 At Wirelane's choice, within 30 days after receipt of the customer's invoice (i) the SaaS reduction shall be deducted from the next invoice that the customer issues to Wirelane; or (ii) an amount that corresponds to the SaaS reduction shall be paid out to the customer; or (iii) a corresponding credit note shall be issued.

11.9 Unless regulated otherwise in item 20, the claims as per items 11.3 to 11.7 shall be the customer's only claims unless SaaS services are provided contractually. All of the customer's further claims and rights in the event of the non-contractual provision of the SaaS services and non-compliance with the SaaS availability are excluded.

12. Customer's duties to cooperate at SaaS services

12.1 The customer must set up resp. provide all Technical Requirements and necessary hardware required for the use of the SaaS services at its own expense. The customer is especially obliged (i) to establish and set up the charge infrastructure and maintain this ready for operation; (ii) acquire all third party software and corresponding licences (including browser software and required licences) that are required for the use of the SaaS services and the provision of support services; (iii) establish the required connections to the Wirelane SaaS platform; and (iv) provide the information and items at Wirelane that are required by the customer for the provision of the contractual services free of charge upon request. Wirelane is entitled to use these for the purpose of the provision of the service and provide these also to third parties e.g. a PSP in the context of the implementation of the Agreement.

12.2 The customer is liable for ensuring the proper input and maintenance of its data to third parties assigned to it such as EMPs and end users in connection with the use of the SaaS software and SaaS services.

12.3 The customer is obliged to meet the requirements for the use of the SaaS services defined by Wirelane, especially the applicable safety guidelines and policies in accordance with the SaaS documentation as well as the other requirements notified by Wirelane.

12.4 The customer is obliged to change its password at regular intervals. A forwarding to third parties is not permitted. If the customer has knowledge or suspects that a third party has obtained knowledge of its password, the customer must inform Wirelane in writing or text format without undue delay and change its password. Reference is made to item 7.

12.5 The customer must ensure that its data and the software used by it are free from viruses, Trojan horses and comparable contents that may damage the Wirelane systems. The customer may especially not (i) use or transfer malware; (ii) circumvent Wirelane's security measures; (iii) access information for which it does not have any authorised access, especially information of Wirelane's other customers; (iv) infringe copyrights, industrial property rights and business and trade secrets of Wirelane or third parties; (v) send spam and other improper contents (e.g. insulting comments); and (vi) set deep links on the Wirelane SaaS platform.

12.6 The customer is obliged to establish the statutory and regulatory requirements applicable to it in connection with the contractual services and maintain these continuously during the term of the contractual relationship. The customer must obtain resp. carry out all required approvals in connection with the installation and the operation of the charge station in good time before the provision of the services. Wirelane is entitled to withhold contractual services toward the customer if the above-mentioned obligations are infringed.

12.7 If the customer does not provide the required acts of cooperation or not provide these in good time, the service deadlines shall be prolonged resp. the service dates shall be postponed by a corresponding period plus an appropriate run-up period. If the delay by the customer lasts two (2) weeks or more, Wirelane may withdraw from the respective Agreement without prejudice to other rights vested in it. In addition, the customer shall indemnify Wirelane at first request against all third-party claims in this connection.

13. Support and service level services

13.1 Wirelane shall provide the support and service level services, which have to be booked separately for each charge point. Both Level-1 as well as Level-2 support services are offered.

13.2 The provision of support and service level services requires that the customer (i) has licensed the back-end and the back-office application for the respective charge point; (ii) has granted a commission for Level-1 and possibly Level-2 services to Wirelane; (iii) the electrically qualified person commissioned has installed the charge station properly.

13.3 In addition to the requirements in item 13.2, a validation of the charge point must be carried out. If the customer merely books Level-1 support services, the site validation shall be done by Wirelane by remote connection. If the customer also books Level-2 support services, the validation of the charge point shall be done at its site. Reference is made to item 13.7.8. If defects are detected that do not fall under the warranty in the context of the validation to be carried out, the customer must initially rectify the defects detected at its own expense. This shall be assumed in the support only upon the successful validation of the charge point. An implemented successful validation does not state that the charge point is actually free from defects at this time. If Wirelane realises at a later time that defects exist, it shall inform the customer about this without undue delay and request it to have the defect remedied at own expense, unless Wirelane is responsible for this, or still have to be remedied in the context of any existing warranty rights.

13.4 When the above-mentioned requirements are met, the respective charge point shall be connected with the back-end application through the Wirelane SaaS platform. The back-end processes the data generated resp. read out in the charge point as well as associated devices and in the context of booked services. The ongoing monitoring of the charge point and initial diagnosis of emerging faults is done through the back-end. If possible, faults emerging at the charge point shall be rectified per remote access.

13.5 In the Level 1 and Level 2 support, the following fault classes are distinguished:

Fault class		Recording Service ticket	Processing Remote access	Forwarding Booking at Level 2
(i)	Warning	Level 1	Level 1	Level 2
(ii)	Slight fault - back-end	Level 1	Level 1	---
(iii)	Slight fault - charge column	Level 1	Level 1	Level 2
(iv)	Emergency	Level 1	---	Level 2

(i) F 3 – Warning

The charge point sends a warning signal. The charging of e-vehicles via app or charge card is still possible however. A remedy of the fault may possibly also be done through the customer. Sales losses does not have to be feared.

(ii) F 2B – Slight fault, back-end

The back end is affected. The charging of an e-vehicle is impossible or only possible to a limited degree.

(iii) F 2L – Slight fault, charge station

The charging system is affected. The charging of an e-vehicle is impossible or only possible to a limited degree. A repair of the charge point is required.

(iv) F 1 – Emergency

Due to the fault the connected e-vehicle is not approved and/or there is a risk for life or limb of the customer resp. an end user.

(v) If several faults of the same classes occur at the same time, Wirelane is responsible for the prioritisation of the processing.

13.6 Level-1 support services

13.6.1 Level-1 support services are offered both for Wirelane’s charge points, as well as for other manufacturer’s charge points.

13.6.2 Wirelane offers the customer Level-1 support services in connection with the Wirelane Pro and Wirelane Expert service packages.

13.6.3 The Level-1 support services shall be provided from Monday to Sunday, in each case 0.00 AM to 11.59 PM, including public holidays (24/7/365).

13.6.4 The subject matter of the Level-1 support is the Level-1 Hotline. This may be used by the customer and end user on the service days within the offered service times. Faults may be notified via e-mail or telephone to Wirelane’s Service Desk. The Service Desk shall create the service ticket, whose processing number must be used by the parties during the period of the service. Wirelane discloses the current contact data of the Level-1 Hotline to the customer and end users. The Level-1 Hotline is offered in English and in German. The parties may reach individual agreements regarding the offer of services in other languages.

13.6.5 The Level-1 support continues to include the monitoring of the support of the charge point per remote connection. If possible, faults reported through the Hotline shall be remedied by remote access.

13.6.6 If the rectification of the fault by remote connection is not possible, and the customer has commissioned the Level-2 support, the service ticket shall be forwarded for further processing within 3 (three) working days after creation of the service ticket at the Level-2 support. There, the further processing of the ticket is done in accordance with the booked service levels.

13.6.7 If the customer commissions another service provider with the Level-2 support, Wirelane shall forward the service ticket to this service provider. The customer is exclusively responsible for notifying Wirelane of the currently updated data of the service provider commissioned by it necessary for this.

13.6.8 At the end of the service, the customer shall receive a service report concerning this.

13.7 Level-2 support services

13.7.1 Level-2 support may only be booked in connection with Level-1 support and the service package Wirelane Expert.

13.7.2. Level-2 support services are exclusively offered for Wirelane’s charge points.

13.7.3 If faults cannot be rectified in the context of the Level-1 supports, the service ticket as per item 13.6.6 shall be forwarded to the Level-2 support.

13.7.4 Faults of class F 1 and F 2 are processed within three (3) working days; faults of class F 3 within five (5) working days after transfer by the Level-1 support. If a fault of the class F 4 occurs, the site is protected within six (6) hours from the creation of a service ticket.

13.7.5 Service days of the Level-2 support services are the working days. Service time in each case is between 08.00 AM and 05.00 PM CET. Wirelane shall begin with the processing of faults reported outside of the service times on the following service day.

13.7.6 The Standard-Level-2 support includes the scheduled review of the charge point on site as per DGUV Standard, in accordance with the support intervals currently defined by Wirelane, as they are stated in the service documents published by Wirelane in the currently updated current version.

13.7.7 In addition, Wirelane offers the following Level-2 support services, which must each be booked separately and remunerated as per the provisions in the Use and Support Agreement:

- (i) Site Evaluation (SEV)
- (ii) Emergency Site Protection (ESP)
- (iii) On-Site Error Analysis (VOA)
- (iv) On-Site-Fault Clearing (VOE)
- (v) Preventive Maintenance (PvM)

13.7.8 SEV

(i) The SEV must be carried out if the installation of the charge station is not done by Wirelane. It serves to ensure a properly implemented installation. Reference is made to item 13.3.

(ii) An integral part of the SEV is the security check. In this, the following inspections are carried out: (a) the installation of the charge point corresponds to the valid and applicable provisions as well as the generally acknowledged rules of technology. (b) All assembly parts are fastened properly and the charge station is built up on schedule and securely. (c) The cable clamp halves are without any gaps and firmly screwed with each other. (d) The charge point's site data were verified (mobile telephone GPS coordinates or determination by a comparable device for the display of the GPS data). (e) the charge points were tested and function properly. (f) The charge cables can be driven in and out unimpeded and properly.

(iii) In the context of the SEV, the electrical installation is inspected as follows: (a) the cables have the line cross section in accordance with Wirelane's specification and were properly installed. (b) For double steles in each case a separate forwarding to the charge point is available [recommended cabling]. If the installation is implemented with a set of input cables, the configuration must be adapted to the circumstances (load management per double stele taking into account the maximum connected load of the forwarding). (c) All electrical tool identification plates were correctly attached and do not display any damage. (d) The tension between the conductors L 1 to L 3 required by the customer lies at a max. tension of 3% and the direction of rotation is correct (measured at the TYP2-transfer point – with a fixed cable plug on the vehicle side resp. if there is no fixed cable TYP2 socket). (e) The securing of the charge station through line protection switch (in 1 phase 1-pin, in 3 phases 3-pin) is realised corresponding to the charge station output. (f) The line protection switches that supply the individual units have the right number and size in accordance with the station configuration. (g) The line protection switches are new, or in any case in a very good condition. (h) The line protection switches are labelled correctly. (i) The charge station is earthed as standard.

(iv) The charge point's mobile telephony connection is being inspected. This includes (a) the measuring of the mobile telephony reception level at the master charge station by means of a mobile telephone reception app; and (b) all slave charge stations (in the case of double steles) must be communicated with the master charge station and communicate with this through a bus.

(v) The SEV is carried out on working days between 08.00 AM and 04.00 PM. Wirelane shall agree an appointment and the procedure of the SEV with the customer. During the SEV, the charge point resp. the charge station possibly may only be useable to a limited degree. The customer must draw attention to this and ensure that the charge station is freely accessible and not occupied at the agreed time.

(vi) At the end of the SEV, Wirelane draws up a protocol in which any determined defects to be remedied by the customer must be noted.

13.7.9 ESP

(i) In the case of a fault of class F 4 the charge station for the protection of life and limb is properly safeguarded and switched off. As a rule, for this purpose the electricity supply is disrupted.

(ii) The ESP service may be contacted through the Level-1 Hotline. Compliance with the response times of six (6) hours requires that the customer has booked the premium service package.

(iii) After securing the charge station, Wirelane informs the customer. If necessary, further security forces (e.g. the police / fire brigade) are added. Hereby arising costs must be borne by the customer.

13.7.10 VOA

(i) The VOA is initiated if the Remote Error Analysis is not possible, or is only possible to a limited degree in the context of the Level-1 support.

(ii) In the context of the VOA, measurements are conducted on site, inspection algorithms are worked through, the configuration of a charge point is possibly changed or also some modules are inspected.

(iii) If the customer has commissioned the PvM, the PvM may also be carried out in the context of the VOA.

(iv) The VOA is usually commissioned after coordination with the Level-1 Hotline by the customer. The assignment request by the customer must be made in writing or via e-mail.

13.7.11 VOE

(i) The subject matter of the VOE is the exchange of defective modules (Plug & Play), possibly setup of a changed configuration or also installation and setup of new software updates.

(ii) If the customer has commissioned the PvM, the PvM may also be carried out in the context of the VOE.

(iii) The VOE is usually commissioned after coordination with the Level-1-Hotline by the customer. The assignment requests by the customer must be made in writing or via e-mail.

(iv) Measures to be carried out by Wirelane in the context of the fault correction shall be coordinated with the customer.

13.7.12 PvM

(i) The PvM serves the regular control and confirmation of the error-free function of the Wirelane systems.

(ii) The PvM's measures are not obtained through Wirelane's Level-1 Hotline. Rather, the customer coordinates a service plan to be renewed at least yearly with Wirelane, within which the PvM's measures are carried out.

(iii) The subject matter of the PvM is the review of the environmental conditions of the Wirelane systems and the system locations for compliance with the assignment terms and conditions defined in the operating instructions. In this regard, inter alia the mechanical construction such as housing, masts, towers, racks/stands and further integral part of the installation is reviewed for compliance with the specified parameters.

(iv) In the context of the PvM, where commissioned, technical changes to the Wirelane systems and/or of the replacement of components may be carried out. Reference is made to item 13.7.10 (iii) and item 13.7.11 (ii).

(v) If the PvM's measures influence the charge point's active operation, Wirelane shall inform the customer about this with knowledge. The customer must then issue its consent for the implementation of the planned measures and attach a corresponding reference at the charge point.

(vi) If during the implementation of a PvM it is realised that a defect to the Wirelane systems exists that cannot be rectified in the context of the PvM, Wirelane shall inform the customer about this. The customer may then commission a VOE in the context of the Level-2-support.

(vii) The PvM's services must be booked on working days at the usual business times by Wirelane.

13.8 Customer's cooperation obligations

The customer must provide the following cooperation services at its own expense:

13.8.1 The customer shall designate a representative, who has the required technical competences and administrative responsibilities to coordinate and possibly release required and commissioned services for a site.

13.8.2 The customer shall provide the required electricity for the provision of the services, any required communication devices as well as required charge authorisation means.

13.8.3 If Wirelane provides services at the site, the customer must ensure that

- (i) the unimpeded and safe access to the site, the charge station and the premises in which the transfer related installations are located is guaranteed for the entire term of the fault correction;
- (ii) the unimpeded and safe access to the charge station's technical documentation, including the plans and instructions required for the provision of the service is ensured;
- (iii) Wirelane service employees can inspect the logbook and all documents concerning the system management of the respective charge point.

13.8.4 Wirelane shall inform the customer without undue delay in writing or in text format, indicating the charge point concerned and the circumstances impeding the service, if owed cooperation services are not provided or provided only to a limited degree. The customer shall put an end to these circumstances without undue delay. Wirelane is released from the provision of services until the rectification of the circumstances impeding the service.

13.8.5 The customer must carry out the following regular inspections for the purpose of a fault-free operation and the early determination of any faults:

Inspection periods of charging infrastructure for e-vehicles in line with DGUV Regulation 3			
When	Where	What	Who
Daily	Loading station	Visual inspection prior to use Control of the readiness for operation	User Operator
Half yearly	Residual current protection device Charging cable	Confirmation of the test button Repetition of the measurements and inspection in accordance with VDE 0701/702	Operator Person qualified to inspect
Yearly	Overall plant Charging column	Repetition of the measurements and inspection in accordance with VDE 0105/100 Inspection of public safety	Person qualified to inspect Operator

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The customer is especially obliged to carry out the scheduled review of a charge point as per DGUV standard half-yearly, as well as implement the requirements resulting from the applicable laws or public law standards and regulations. In addition, supplementary requirements for one charge point or another issued by Wirelane may result from the currently updated operating instructions.

13.8.6 Wirelane shall observe the customary safety regulations disclosed for a site by the customer. If this leads to a higher expense, the customer shall bear this.

13.9 If the customer does not book any service level services for a charge point, services provided by Wirelane outside of the warranty shall be billed at the currently applicable remuneration rates.

14. Offers, purchase orders

14.1 Wirelane's offers are without engagement.

14.2 Purchase orders must be issued in writing or in text format, using the order form provided to the customer by Wirelane. They shall be binding for Wirelane only upon the sending of the contract confirmation in writing or text format, however no later than upon the commencement of the provision of services by Wirelane.

14.3 Wirelane may accept purchase orders within two (2) weeks from receipt. If Wirelane does not accept the purchase order within this period, the customer is entitled to revoke its purchase order up until the receipt of the contract confirmation or the beginning of the provision of services.

14.4 The content and scope of the agreed services shall be in accordance, in the following order, with (i) the Agreement with annexes; (ii) the contract confirmation; (iii) the referenced specification of services; (iv) these TERMS; and (v) the statutory provisions.

14.5 Wirelane is also not obliged to accept the customer's purchase orders in the case of an ongoing business relationship between Wirelane and the customer.

15. Cost estimates

15.1 If agreed in the contract confirmation and the Agreement, Wirelane may bill for a remuneration for cost estimates drafted in the context of the contractual services.

15.2 Cost estimates are non-binding. They relate exclusively to the information available to Wirelane at the time of the creation. Wirelane assumes no warranty for the correctness of cost estimates.

15.3 If it turns out that a cost estimate will be exceeded by 20% or more, Wirelane shall inform the customer in writing or in text format without undue delay.

15.4 The termination of the respective Agreement by the customer is only possible if a cost estimate is exceeded by more than 20%. Notices of termination are only valid if recorded in writing.

16. Properties and condition, guarantees and changes

16.1 All details and data on the contractual services, especially a reference to technical standards (e.g. DIN standards) as well as figures, drawings and technical information that is provided publicly by Wirelane, especially in advertising, in prospectuses or other documents do not belong to the agreed properties and condition, unless they are expressly agreed as an indication on the properties and condition in the contract confirmation or Special Contractual Provisions.

16.2 Guarantees are only binding for Wirelane if they are expressly agreed and Wirelane's obligations under the guarantee are defined in detail.

16.3 Wirelane reserves the right to make changes to the contractual services when services of producers, suppliers or subcontractors change and these changes do not lead to significant changes to the subject matter of the service. In other respects, Wirelane reserves the right to make changes and improvements to the contractual services in the context of the technical further development or due to changed legal requirements if they do not adversely affect the usability of the charge station and SaaS services offered for the contractually agreed purpose and they are reasonable for the customer, taking into account changed parties' interests. Wirelane shall notify

the customer of the change resp. improvement in writing or in text format in advance.

17. Provision of services

17.1 Service deadlines are non-binding, unless they are designated as binding in the contract confirmation, Agreement or specification of services. The customer may request Wirelane in writing to carry out the service two (2) weeks after exceeding an unbinding service deadline or an unbinding service day. After receipt of the written request, Wirelane shall be in default, unless no fault on the part of Wirelane occurs.

17.2 Partial services are permitted if these are reasonable for the customer, especially, when the provision of the contractual services in other respects is ensured and the customer thereby does not incur any significant additional expense resp. any significant additional costs. Each permitted or approved partial service in this regard may be billed separately for this purpose.

17.3 The customer shall be in default of acceptance if it does not accept / take delivery of the offered product or the contractually provided service at the end of the binding service deadline or on the agreed service date. In the case of non-binding service deadlines or service dates, Wirelane may indicate to the customer that the contractual service may not be provided; if the customer does not accept the contractual service within two (2) weeks from receipt of the notice of readiness for provision, it shall be in default.

18. Prices and fees

18.1 Wirelane shall bill the customer for the use of the SaaS software and SaaS services by the customer resp. third party assigned to it, such as EMPs, eRoaming partners, MSP providers and end users.

18.2 For the use of the SaaS software, the following fees must be paid:

18.2.1 Monthly fees for the use of the SaaS software, SaaS services and recurrent services;

18.2.2 One-off fees for one-off services such as e.g. integration of hardware in the Wirelane SaaS platform; and

18.2.3 Transaction fees for each remunerable charging process, which must be paid by the CPO. In the context of the direct supply, no transaction fees shall arise.

18.3 The amount of the owed prices and fees is regulated in the Agreement.

18.4 The monthly usage fees as per item 18.2.1 for a charge point shall be billed by Wirelane in each case at the beginning of a calendar quarter for the SaaS services to be provided in the then ongoing calendar quarter. If the Agreement begins during an ongoing calendar quarter, the SaaS services shall be billed at the end of the calendar quarter. The billing is done based on the charge points registered for the customer at the beginning of the billing period. If further charge points are added during a calendar quarter, these are billed subsequently with the following calendar quarter's bill. If more charge points are announced than new ones added during a calendar quarter, Wirelane shall draft a credit note, which shall be deducted from the calendar quarter's bill for the then commencing calendar quarter at the end of the calendar quarter.

18.5 Transaction fees within the meaning of item 18.2.3 shall be billed at the end of a calendar quarter in each case for the transactions carried out in the preceding calendar quarter.

18.6 If the customer has booked payment services, Wirelane shall provide the customer in relation to the transaction fees with a complete overview of all transactions relevant for the charge of the transaction fees upon request. The overview must be provided within four (4) weeks after the end of the respective month.

18.7 The remuneration for provided support and services within the meaning of item 13. shall be billed monthly. The billing is done based on the calculation basis by 15 day of a month for the charge stations implemented in the preceding month.

18.8 The calculation basis within the meaning of item 18.7 is the charge stations implemented at the beginning of a billing month, for which support and service services have been booked. The customer is obliged to create a revision list of the current installations in each case at the beginning of a month and coordinate this with Wirelane.

18.9 The remuneration for the support and service services provided on call (such as e.g. VOE) shall be due after the provision of the respective service upon the conclusion of the service tickets. Wirelane shall bill these services in each case on the 15th day of the following month for the services provided in the ongoing month.

18.10 The prices and fees for SaaS services resulting from the contract confirmation or the Agreement are binding for the first year of the Agreement. Afterwards, Wirelane is entitled to adjust the fees yearly. In this case, Wirelane shall inform the customer in writing about the current fee rates. If the announced price increase is ten per cent (10 %) or higher, the customer shall have a right of termination of the Agreement for cause. If the customer does not object within four (4) weeks after receipt of the written notification about the price increase, this shall apply as accepted with effect from the following month. The new fee rates shall then apply correspondingly also for a customer's EMPs.

18.11 Price adjustments concerning the support and service level services shall be indicated to the customer by giving six (6) weeks' notice. If the notified price increase is ten per cent (10 %) or higher, the customer shall have a right of termination of the Agreement for cause. If the customer does not object within two (2) weeks after receipt of the written notification about the price increase, this is considered to be accepted with the following month.

18.12 Any incurred VAT is charged separately at the currently applicable statutory rate and must be paid by the customer.

19. Payments, default of payment, deterioration of financial situation

19.1 Invoices must be issued from the time of the provision of the service or default of acceptance, unless agreed otherwise between the parties. Unless agreed otherwise, invoices must be paid without deduction to the account indicated by Wirelane within twenty-one (21) days from invoice date, with the exception of agreed and billed SaaS reductions. Payments must be made in euros. Banking fees must be borne by the customer.

19.2 Remunerations to be paid monthly for support services and other services must be paid in advance by the customer in each case by the 3rd working day of a month for the services to be provided in the current month, entering on the account of Wirelane.

19.3 If the payment deadline is exceeded, the customer shall automatically be in default without a warning notice. The timeliness of the payment shall be determined by the entry of the invoice amount on the account indicated by Wirelane.

19.4 In the event of default of payment, Wirelane is entitled to request default interest in the amount of nine (9) percentage points above the currently applicable base interest rate. The assertion of further damage is not affected by this.

19.5 If it turns out that the fulfilment of the customer's (existing or future) payment obligations is jeopardised due to its financial situation (especially, but not conclusively when (i) the customer suspends its payments, (ii) insolvency proceedings regarding the customer's assets are opened, an application is filed in this regard, or the proceedings are not opened due to a lack of assets, (iii) pledging or debt enforcement measures against the customer are taken; (iv) bill or cheque protests are raised; or (v) direct debit returns occur, and namely also vis-à-vis resp. to third parties), Wirelane is entitled, at its own choice, to retain the contractual service up until the advance payment of the agreed remuneration, or up until the furnishing of appropriate collateral. This also applies when the customer repeatedly (at least in two (2) subsequent calendar months or in three (3) calendar months within a period of twelve (12) months) is in default of payment and as a result of this justified doubt about the customer's solvency or credit standing exists. Access to the services is granted again if and insofar as the customer has arranged for the dunned payments and these have been credited to the account of Wirelane. All other rights of Wirelane due to the customer's default of payment are unaffected.

20. Warranty claims, liability

20.1 Wirelane's liability for damage in the event of simple negligence is limited to damage from the breach of material contractual obligations, whose fulfilment makes the proper implementation of the Agreement possible at all in the first place and where the customer regularly relies on and may rely on compliance with such obligations. In this case, the liability shall be limited to the typical, foreseeable damage. This limitation of liability applies equally for damage that is caused with gross negligence by Wirelane's employees or authorised agents, who are not members of Wirelane's executive bodies or executive staff members.

20.2 Any liability of Wirelane for immaterial, indirect or consequential damage, including among other things for lost profit, sales losses or contractual losses that are caused or arise through non-compliance with or non-fulfilment of contractual obligations on the part of Wirelane are excluded.

20.3 In the cases of item 20.1 the limitation period shall be two (2) years from the time when the claim arose and the customer has obtained knowledge of the circumstance establishing the claim. Regardless of the customer's knowledge, the claim shall be time-barred three (3) years after occurrence of the event triggering the damage.

20.4 If Wirelane is liable as per these provisions, Wirelane's liability is limited to the fee that the customer has paid for the SaaS services in the twelve (12) months that preceded the damaging event; however, it amounts to no more than EUR 5,000.00 per damaging event.

20.5 The foregoing limitations of liability apply for all damages claims regardless of the legal ground, with the exception of the customer's damages claims (i) due to intent, (ii) under the German Product Liability Act [*Produkthaftungsgesetz*], (iii) due to wilfully concealed defects, (iv) due to defects regarding which a guarantee of quality was assumed (regarding this, possibly the liability regulation resp. limitation period resulting from the warranty), (v) from the injury of life, limb or health or (vi) due to gross negligence by members of Wirelane's executive bodies or executive staff members.

20.6 Wirelane is only liable for the loss of data, (i) in the context the foregoing limitations of liability and (ii) if and insofar as this loss would not have been avoidable through appropriate data protection measures by the customer.

20.7 The foregoing limitations of liability also apply for damages claims of the customer against members of Wirelane's executive bodies, executive staff members, employees or authorised agents.

20.8 If Wirelane offers supplementary performance, this does not constitute any acknowledgement of a legal obligation in this connection.

20.9 The customer is obliged to indemnify Wirelane and hold it harmless, as well as defend it from third party legal attacks in the following cases:

20.9.1 Claims of third parties such as EMPs, eRoaming Partners, MSP providers or end users, that are asserted due to, or in connection with (alleged) defects, error functions or any other failure to provide agreed services, unless Wirelane is responsible for these;

20.9.2 Claims of third parties, such as EMPs, eRoaming Partners, MSP providers or end users, that are asserted due to, or in connection with (alleged) defects, error functions or any other failure to provide agreed services that are not owed by Wirelane as per Agreement;

20.9.3 Third-party claims that are asserted by the customer to Wirelane in connection with a breach of provisions of this item 19.

20.9.4 The customer shall bear all damage, costs and out-of-pocket expenses that are incurred by Wirelane in this connection.

21. Confidentiality

21.1 The Parties are obliged to treat the information disclosed to them when implementing this Agreement, as well as knowledge that they obtain in the context of the collaboration regarding matters - e. g. of a technical, business or organisational nature - from the other party to the Agreement in each case and its customer or other partner as confidential. Disclosed knowledge may not be made available, realised, used or made accessible to a third party, neither during the term of the Agreement, nor within a period of two (2) years after the end of this Agreement without the prior written consent of the party concerned. The use of disclosed information is limited to the absolutely necessary use for the implementation of this Agreement.

21.2 The parties shall apply the same care with regard to the protection of the know-how of the other party in each case that they apply to protect their own confidential information, but in any case at least the care of a prudent businessperson.

21.3 This confidentiality obligation includes the entire know-how, including all documents, materials, drawings, data and articles that the parties have mutually made available and/or are still providing.

21.4 The Receiving Party is not entitled to use the know-how for its own purposes or for third-party purposes. The Receiving Party is likewise prohibited from applying for registration of industrial property rights for the know-how or parts of this.

21.5 For each case of the infringement of this confidentiality obligation, the infringing party undertakes to pay a contractual penalty in the amount of EUR 5,000.00, which shall not be set off against any damage incurred by the damaged party as a result of the infringement of the confidentiality obligation. The plea of treating the infringements as a series of connected offences is excluded.

21.6 This confidentiality obligation does not cover (i) such know-how that was and/or will be developed independently by the Receiving Party; (ii) know-how that is provided to the receiving Party by a third party without a breach of a confidentiality agreement; (iii) know-how that is publicly known at the time of the disclosure, or (iv) becomes known to the public subsequently without restriction; or (v) if the disclosure is ordered due to a final and conclusive decision of a competent public authority or a judgment of a competent court declared *res judicata*. The affected party here shall inform the other party in each case about an official or court order as soon as it has obtained knowledge that such an order could be issued and about the proceedings in question. Upon corresponding request,

the party obliged to disclose must issue any authorisation for the institution of proceedings that it considers to be appropriate in order to protect its confidentiality interests to the other party in each case. The party that invokes the existence of one of the above-mentioned exceptions shall bear the burden of proof for the existence of the respective exception.

22. Property rights

22.1 Wirelane remains the holder of all patents, copyrights and other industrial property rights to the Wirelane systems in connection with the contractual services.

22.2 The customer shall notify Wirelane in writing without undue delay if claims due to the infringement of the property rights indicated in item 22.1 are asserted against it.

23. Contract term

23.1 Unless agreed otherwise in the contract confirmation or Agreement, the initial term for the use of the SaaS services shall be 12 (twelve) months from receipt of the purchase.

23.2 The Initial Term for the SaaS services shall be prolonged by twelve (12) months in each case unless the Agreement was terminated by giving three (3) months' notice to the end of the Initial Term resp. the respective prolonged period by one party.

23.3 Unless agreed otherwise, the usage rights of the customer's EMPs shall end with the Agreement. Reference is made to item 5.7.

23.4 The parties' rights to terminate the Agreement for cause (with or without giving notice) are unaffected. Cause for one party exists especially but not exclusively when (i) one party has breached a material contractual obligation and does not cease the non-contractual behaviour within 30 days despite a warning notice and setting a period for compliance resp. has not made good for the owed act within the period; (ii) due to the customer's financial situation the meeting of its (existing or future) payment obligations is jeopardised (especially, but not conclusively when (a) insolvency proceedings regarding the customer's assets are opened, a corresponding application is filed, or the proceedings are not opened due to a lack of assets, (b) pledging or debt enforcement measures against the customer occur; (c) bill or cheque protests are brought; or (d) returns of direct debit notes are made, and namely also to from third parties).

23.5 Notices of termination are only valid if recorded in writing.

23.6 At the end of the contractual relationship, for whatever reason, the parties are obliged to unwind the contractual relationship in proper form. In this connection, Wirelane shall especially

23.6.1 surrender the customer's data saved in the context of the Agreement to the customer, or a third party indicated by it resp. transfer to this party, in a form selected by Wirelane, at the customer's expense, and

23.6.2 delete the customer's data after confirmation of the successful transfer without undue delay and destroy all copies made of these, if these are no longer required for the assertion of Wirelane's own claims or due to statutory retention obligations.

23.7 At the end of the Agreement, the parties shall use the data or confidential information disclosed by the other party still only to the extent that this is required for the implementation of the Agreement or due to statutory obligations. In other respects, transferred data and confidential information must be deleted resp. returned to the disclosing party at the first request of the currently disclosing party.

24. Data protection

24.1 The Parties affirm that their undertakings have an organisation corresponding to statutory data protection and meet the statutory requirements for processing personal data at any time. This includes especially, but not exclusively that the parties (i) maintain appropriate technical and organisational measures for the protection of unauthorised resp. unlawful processing, an inadvertent loss or the destruction of personal data; (ii) meet their personal information and disclosure obligations to the holders of personal data at any time; (iii) have deletion concepts that correspond to the statutory requirements; and (iv) will only transfer data to third states outside of the European Union resp. the European Economic Area when the transfer of the data is permitted as per Art. 45 GDPR by the European Commission, appropriate measures within the meaning of Art. 46 GDPR were reached, or one of the excepting situations defined in Art. 49 GDPR exists.

24.2 The Parties affirm that personal data that is collected in the context of the fulfilment of an Agreement or contract will be processed at any time in accordance with the provisions of the applicable statutory provisions and each party, if required, especially has also received corresponding declarations of consent of its business partners and customers for a data processing and transfer of the data to third parties, especially also to Wirelane by the customer.

24.3 The parties shall designate one contact person to each other in each case, who must be informed in data protection matters in the respective company.

24.4 The parties shall inform each other without undue delay if they obtain knowledge of a breach of applicable data protection provisions in the context of the processing of personal data based on this Agreement.

24.5 If required in the context of the collaboration, the parties undertake to conclude an agreement on the contract-related processing of personal data.

24.6 The parties shall document compliance with these provisions on data protection continuously and completely.

24.7 The party that is the Data Controller shall be responsible for the payment of damages that an affected party suffers due to an inadmissible or incorrect data processing or use under these statutory data protection provisions in the inter partes relationship exclusively. The parties shall indemnify each other mutually against liability when one party furnishes documentary proof that it is under no circumstances responsible for the circumstance through which the damage occurred at the party affected.

25. Subcontractors

Wirelane is entitled to deploy subcontractors for the provision of services at its own discretion.

26. Final provisions

26.1 Wirelane reserves the right to supplement or expand the services that are the subject matter of the Agreements as well as to add new services and in these cases supplement resp. expand the contractual provisions as well as the scope of services referenced in the agreements reached accordingly. Obligations for the customer hereby arise only if the customer concludes an Agreement about a supplemented resp. expanded service with Wirelane.

26.2 Wirelane shall inform the customer about the supplements resp. expansions at least four (4) weeks before their coming into effect in writing or in text format.

26.3 The set off or exercise of a right of retention by the customer due to disputed claims or claims not established by res judicata judgment is excluded. The exercise of a right of retention by the customer is also excluded insofar as asserted claims are not based on the same contractual relationship.

26.4 The customer may assign all or part of its rights and obligations not without the prior written consent of Wirelane. Wirelane is permitted to assign its rights and obligations, especially to affiliates within the meaning of Section 15 et seqq. German Stock Corporation Act [AktG].

26.5 The written declarations to be made by one party to the other party under this Agreement shall be considered to be made on the 3rd day after the mailing of a letter unless expressly agreed otherwise in the Agreement. The formal requirement of the step is also fulfilled by the sending of fax letters.

26.6 Changes and supplements of the Partner Agreement shall only be valid if recorded in writing.

26.7 The Parties agree regarding all legal relationships under this Agreement on the application of German law. The application of the UN Sales Law is excluded.

26.8 The legal venue for both parties' rights and obligations under the Agreement shall be the Munich I Regional Court. The place of performance shall be the registered office of Wirelane.

26.9 Should one provision of the concluded Agreements be or become invalid or unenforceable or should the parties determine that there is a loophole in the Agreement, this shall not affect the validity of the Agreement in other respects. Instead of the invalid or unenforceable provision or for the purpose of filling in the loophole an appropriate regulation shall apply. As far as legally possible, this shall approximate to what the parties would have intended if they had considered the point at the time of the conclusion of the Agreement or the later inclusion of a provision. The Parties in this case shall agree on a valid or enforceable provision or an agreement for filling in the loophole that approximates as closely as possible what corresponds economically to the sense and purpose of the Agreement that the Parties have striven for when signing the Agreement.



Wirelane

WIRELANE

GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

A. INTRODUCTORY REGULATIONS

1. SUBJECT MATTER OF THE TERMS

- 1.1 These General Terms and Conditions apply to (i) the sale of WIRELANE charge stations with accessories, RFID cards and other products ("**Products**") and (ii) the installation and commissioning of WIRELANE charge stations ("**Installation Services** by WIRELANE GmbH ("**WIRELANE**").
- 1.2 The TERMS apply to the acquisition of products as well as the commissioning of services by contractors. A contractor is a natural person or legal entity or a partnership with legal capacity who/which, when commissioning WIRELANE, acts in the exercise of its commercial or independent professional activity. Contractors within the meaning of the TERMS are also legal entities under public law and public-law special funds.
- 1.3 Other regulations, especially the customer's general terms and conditions, shall not apply, even if WIRELANE has not expressly objected to them or if WIRELANE accepts or executes a service without reservation in the knowledge of them.

2. SUPPLEMENTS AND EXPANSION OF SERVICES

- 2.1 WIRELANE reserves the right to supplement or expand the services that are the subject of the TERMS as well as to add new services and in these cases to supplement or expand the TERMS as well as the specifications of services referenced in the TERMS ("**Specification of Services**") accordingly. This shall only result in obligations for the customer if the customer concludes an agreement with WIRELANE on a supplemented or extended service
- 2.2 WIRELANE shall inform the customer of the additions or extensions at least four (4) weeks before they take effect in writing or text format.

B. GENERAL REGULATIONS

1. DEFINITIONS

"Acceptance of installation" means acceptance of the installation and commissioning services by the customer;

"TERMS" means these General Terms and Conditions;

"Individual Agreement" is the agreement to be concluded between WIRELANE and the customer for the provision of each one of the services offered;

"End users" are the customer's or its EMP's end customers, which use the charge points for re-charging their e-vehicles;



"Installation services" means the services in the context of the installation and commissioning of the products as further described in Part D;

"Configuration" means the parameters individually selectable by the customer for a charge point and to be set by WIRELANE;

"Cost estimates" are the cost calculations to be prepared by WIRELANE or a third party commissioned by WIRELANE in advance of contractual services on behalf of the customer;

"Charge point" means the respective charging device through which an end user's e-vehicles can be charged. This can be a socket, or a charge cable that is connected to the device. Each charge point communicates with the back-end through which the firmware updates for Wirelane charge points are charged. The SaaS software must be licensed separately for each charge point. One charge station may have several charge points;

"Charge station" is the charge device for e-vehicles manufactured by WIRELANE, which has one or more charge points;

"Specification of services" means the specification of the offer of services included in the individual Agreement of the offered contractual services;

"Place of performance" is the place where installation, support and service level services are provided;

"Products" means the products manufactured and sold and distributed by WIRELANE, which the customer is offered to purchase;

"Technical requirements" are the wiring and connections to be produced and made available by the customer for the respective contractual service as well as other software and hardware requirements to be met by the customer, as they result from the contract confirmation, the individual Agreement, the specification of services or an instruction manual provided by WIRELANE;

"Contractual services" are the services which are provided by WIRELANE or third parties commissioned by WIRELANE on the basis of individual Agreements concluded between WIRELANE and the customer;

"Goods subject to retention of title" means the products delivered by WIRELANE subject to retention of title;

"Working days" are the days from Monday to and including Friday, excluding national holidays in Germany.

2. INDIVIDUAL AGREEMENTS



- 2.1 The products to be delivered by WIRELANE and the contractual services to be provided shall each be defined and agreed upon in detail in an individual Agreement to be concluded between WIRELANE and the customer. The individual contractual services may be commissioned in combination or separately, unless otherwise stipulated in these TERMS.
- 2.2 WIRELANE's offers are without engagement.
- 2.3 Purchase orders must be placed in writing or text format, using the order form provided by WIRELANE to the customer. They only become binding for WIRELANE when the contract confirmation is sent in writing or text format, but at the latest when WIRELANE begins to provide its services.
- 2.4 WIRELANE may accept purchase orders within two (2) weeks of receipt. If WIRELANE does not accept the purchase order within this period, the customer is entitled to cancel its purchase order until receipt of the contract confirmation or the beginning of the provision of services
- 2.5 The content and scope of the agreed services are determined in the following order:
 - (i) the individual Agreement with annexes;
 - (ii) of the contract confirmation;
 - (iii) of the referenced specification of services;
 - (iv) these TERMS; and
 - (v) the statutory provisions.
- 2.6 WIRELANE is not obliged to accept purchase orders from the customer, even in the case of an ongoing business relationship between WIRELANE and the customer.

3. COST ESTIMATES

- 3.1 If agreed upon in the contract confirmation and in the individual Agreement, WIRELANE may charge a fee for cost estimates prepared in the context of the contractual services.
- 3.2 Cost estimates are not binding. They refer exclusively to the information available to WIRELANE at the time of their creation. WIRELINE accepts no liability for the correctness of cost estimates.
- 3.3 If a cost estimate is exceeded by 20% or more, WIRELANE shall inform the customer without undue delay in writing or in text format.
- 3.4 The termination of the respective individual Agreement by the customer is only possible if a cost estimate is exceeded by more than 20%. Notices of terminations shall only be valid if recorded in writing.

4. PROPERTIES AND CONDITION, GUARANTEES, CHANGES

- 4.1 All details and data concerning the contractual services, especially a reference to technical standards (e.g. DIN standards) as well as figures, drawings and technical information, which are made public by WIRELANE, especially in the advertising, in brochures or other documents, are not part of the agreed properties and condition, unless they are expressly agreed upon in the contract confirmation or in the individual Agreement.



- 4.2 Guarantees are only binding for WIRELANE if they are expressly agreed as a guarantee in the individual Agreement and the WIRELANE's obligations under the guarantee are defined in detail.
- 4.3 WIRELANE reserves the right to make changes and improvements to the contractual services, if services of the producers, suppliers or subcontractors change and these changes lead to not only insignificant changes to the subject matter of the service. In other respects, WIRELANE reserves the right to make changes and improvements to the contractual services in the context of the technical development or due to changed legal requirements, as long as they do not impair the usability of the products and services for the contractually intended purpose and they are reasonable for the customer in consideration of the interests of the parties. WIRELANE shall inform the customer of the change or improvement in writing or text format in advance.

5. PROVISION OF SERVICES

- 5.1 Service deadlines and service dates are non-binding, unless they are expressly designated as binding in the contract confirmation, the individual Agreement or the specification of services. The customer may request WIRELANE in writing to perform the service two (2) weeks after exceeding a non-binding service deadline or a non-binding service date. After receipt of the written request, WIRELANE shall be in default, unless WIRELANE is not at fault.
- 5.2 Partial services are permissible, provided that this is reasonable for the customer, especially if the provision of the contractual services is otherwise ensured and the customer does not incur any significant additional work or costs. Any partial service permitted or approved in this sense may be billed separately.
- 5.3 The customer shall be in default of acceptance if it does not accept the product offered or the service provided in accordance with the Agreement at the end of the binding service deadline or on the agreed performance date. In the case of non-binding service deadlines or service dates, WIRELANE may notify the customer that the contractual service can now be provided; if the customer does not accept the contractual service within two (2) weeks of receipt of the notice that the service can now be provided, it shall be in default of acceptance. In the aforementioned cases, default of acceptance also occurs if WIRELANE stores products at the customer's request.

6. CUSTOMER'S GENERAL (COOPERATION) OBLIGATIONS, AUTHORISATIONS

- 6.1 The customer is obliged (i) to carry out the acts of cooperation necessary for the provision of the contractual services at its own expense and (ii) to provide WIRELANE upon request with the information and objects required by the customer for the provision of the contractual services free of charge; WIRELANE is entitled to use these for the purpose of the provision of the services.
- 6.2 If the customer fails to provide the required acts of cooperation or fails to provide these in good time, the service deadlines shall be prolonged or the service dates postponed by a corresponding period of time, plus a reasonable start-up period. If the delay on the part of the customer lasts two weeks or more, WIRELANE may withdraw from the respective individual Agreement, without prejudice to the rights to which it is otherwise entitled.
- 6.3 The customer is obliged to comply with all applicable legal and regulatory requirements in connection with the contractual services. The customer shall obtain or make all necessary approvals and registrations in connection with the installation and the operation of the products in due time prior



to provision of the services. WIRELANE is entitled to withhold contractual services from the customer if the customer breaches the aforementioned obligations.

7. PRICES AND FEES

- 7.1 The prices and fees agreed in the contract confirmation and in the individual Agreement shall apply.
- 7.2 Any value added tax that may be incurred shall be charged separately at the statutory rate applicable at the time and shall be payable by the customer.

8. PAYMENTS, DEFAULT OF PAYMENT, DETERIORATION OF THE FINANCIAL SITUATION

- 8.1 Unless agreed otherwise between the parties, invoices must be issued from the time of the provision of the service or default of acceptance. Unless agreed otherwise, invoices must be paid without deduction to the account indicated by Wirelane within twenty-one (21) days from invoice date, with the exception of agreed and billed SaaS reductions. Payments must be made in euros. Banking fees must be borne by the customer.
- 8.2 If the payment deadline is exceeded, the customer shall automatically be in default without a warning notice. The timeliness of the payment shall be determined by the entry of the invoice amount on the account indicated by Wirelane.
- 8.3 In the event of default of payment, Wirelane is entitled to request default interest in the amount of nine (9) percentage points above the currently applicable base interest rate. The assertion of further damage is not affected by this.
- 8.4 If it turns out that the fulfilment of the customer's (existing or future) payment obligations is jeopardised due to its financial situation (especially, but not conclusively when (i) the customer suspends its payments, (ii) insolvency proceedings regarding the customer's assets are opened, an application is filed in this regard, or the proceedings are not opened due to a lack of assets, (iii) pledging or debt enforcement measures against the customer are taken; (iv) bill or cheque protests are raised; or (v) direct debit returns occur, and namely also vis-à-vis resp. to third parties), Wirelane is entitled, at its own choice, to retain the contractual service up until the advance payment of the agreed remuneration, or up until the furnishing of appropriate collateral. This also applies when the customer repeatedly (at least in two (2) subsequent calendar months or in three (3) calendar months within a period of twelve (12) months) is in default of payment and as a result of this justified doubt about the customer's solvency or credit standing exists.

C. SALE OF PRODUCTS

1. SCOPE OF PART C

This Part C regulates exclusively the purchase of the products by the customer.

2. PROPERTIES AND CONDITION OF THE PRODUCTS

- 2.1 The properties and condition of the products results from the contract confirmation and the individual Agreement as well as the data sheet referenced in the individual Agreement.



2.2 Many products, especially the charge stations, can possibly be configured by the customer according to the parameters specified by WIRELANE. If the customer chooses a specific configuration, this shall result from the contract confirmation and the individual Agreement.

3. TERMS AND CONDITIONS OF DELIVERY

3.1 Deliveries are EXW Incoterms 2010 from WIRELANE's registered office or, at WIRELANE's discretion, from the registered office of the WIRELANE's respective supplier.

3.2 WIRELANE may arrange for the shipment for the customer at the customer's request and at WIRELANE's discretion. In this case as well, the shipment shall be at the customer's risk. WIRELANE reserves the right to bill the customer the shipping costs.

3.3 WIRELANE shall not be in default if WIRELANE's suppliers do not deliver to WIRELANE, do not deliver to it in accordance with purchase orders placed or do not deliver to it on time for reasons beyond WIRELANE's control, or if a force majeure event occurs. WIRELANE shall inform the customer about this and shall inform it of a new delivery date.

4. PRICES, PAYMENTS

4.1 The prices of the selected products result from the contract confirmation and/or the individual Agreement.

4.2 The prices are EXW Incoterms 2010, plus packaging, shipping and, if requested, transport insurance.

4.3 The purchase price of a charge station is also due upon delivery if the customer commissions further contractual services.

5. RETENTION OF TITLE

5.1 WIRELANE shall retain title to the products until full payment of all outstanding receivables from the business relationship between WIRELANE and the customer. If a current account relationship exists, WIRELANE reserves the right to retain the title until the receipt of all payments from acknowledged account balances.

5.2 Any processing or restructuring of the goods subject to retention of title by the customer shall take place for WIRELANE. If this occurs with foreign objects not belonging to WIRELANE, or if the goods subject to retention of title are inseparably connected with such foreign objects, WIRELANE shall acquire co-ownership of the new object in the ratio of the value of the goods subject to retention of title to the foreign objects; in other respects, the same applies to the new object as to the goods subject to retention of title. If a connection is made in such a way that the customer's item is to be regarded as the main object, the customer shall transfer co-ownership to WIRELANE on a pro-rata basis.

5.3 The customer is prohibited from selling, pledging or assigning the goods subject to retention of title by way of security before acquiring ownership of the goods subject to retention of title. The customer is obliged to inform WIRELANE of the ownership of the goods subject to retention of title in the event of compulsory attachments and other impairments of the owner's interests and inform WIRELANE of this without undue delay in writing.



- 5.4 In the cases of Part B item 8.4., WIRELANE is entitled, after the unsuccessful expiry of a grace period of two (2) weeks, to take back the goods subject to retention of title, excluding any rights of retention on the part of the customer, and to enter the customer's business premises during normal business hours for these purposes; in the cases of Part C item 5.2, WIRELANE is entitled to take back in proportion to the co-ownership shares.

After taking back the goods and prior threat of penalty, WIRELANE is entitled to utilize the goods subject to retention of title reasonably. The proceeds of the utilization must be set off against the customer's liabilities, less reasonable utilization costs.

A withdrawal from the individual Agreement is not necessary. Demands for surrender, taking back, threats of penalties or utilization do not constitute a withdrawal from the purchase agreement either.

6. NOTICE OF DEFECTS

- 6.1 The customer's rights in respect of defects presuppose that the customer fulfil its obligations arising from Section 377 German Commercial Code [HGB] and duly give notice of any defects discovered. Acceptance of the products may not be refused due to merely insignificant defects.
- 6.2 Notices of defects must be issued to WIRELANE in writing or in text format, stating the defect. If the delivery of the products is made directly by WIRELANE's supplier to the customer, the customer's notices of defects must be reported to WIRELANE as well as to the supplier.
- 6.3 WIRELANE must be notified of notices of defects due to incomplete delivery and other, obvious defects immediately, but at the latest within seven (7) days after delivery or within 24 hours after installation and commissioning. Other defects must be reported without undue delay, at the latest, however, within seven (7) days after their discovery.
- 6.4 The above regulations also apply if the customer commissions other contractual services for the products.

7. WARRANTY AND LIABILITY

- 7.1 Defective products must be made available to WIRELANE for testing on request. Section 439 Para. 2 German Civil Code [BGB] remains unaffected.
- 7.2 For defective products, WIRELANE shall, at its own choice, provide supplementary performance by either eliminating the defect (rectification of defects) or delivering a defect-free item (subsequent delivery).
- 7.3 If a product infringes a patent, copyright or any other third-party industrial property right, WIRELANE may, at its choice, modify or also replace the product so that the third party's rights are no longer infringed, but the product continues to fulfil the contractually agreed functions, or the customer can obtain the owed right of use or ownership of this by concluding a license agreement.

In the event of infringements of rights to products delivered by other manufacturers or suppliers, WIRELANE shall, at its choice, either assert its claims against these for the customer's account or assign the claims to the customer. Claims against WIRELANE only exist in these cases if the judicial enforcement of the aforementioned claims against the manufacturer and suppliers was unsuccessful or is futile, for example due to insolvency.



- 7.4 The period of limitation for claims for defects is one (1) year from delivery. This limitation shall not apply, however, if (i) a defect has been fraudulently concealed; or (ii) a guarantee has been given for the quality of a product (in this respect, the claims arising from a given guarantee shall apply, if applicable). In the event of claims for damages, this limitation shall further not apply in the following cases: (i) liability under the Product Liability Act [*Produkthaftungsgesetz*], (ii) injury to life, body or health, (iii) intent, and (iv) gross negligence by WIRELANE's executive bodies or executive staff members.
- 7.5 In other respects, the customer's warranty and liability claims shall be in accordance with the provisions in Part E item 1.

D. INSTALLATION SERVICES

1. SCOPE OF PART D

This Part D exclusively regulates the provision of installation and commissioning services for charge stations by WIRELANE or a third party commissioned by WIRELANE.

2. SPECIFICATION OF SERVICES

- 2.1 The installation services may include the connection of the charge stations with the power cable at the agreed installation site, the commissioning of the charge stations and the testing of the hardware available at the installation site for the operation of the charge station.
- 2.2 The scope of services of the installation services results from the contract confirmation, the individual Agreement and from the specification of services for the installation services referenced in the individual Agreement.
- 2.3 Agreed service dates for the installation services are binding.

3. ACCEPTANCE OF THE INSTALLATION

- 3.1 Unless otherwise agreed, a formal acceptance installation must be carried out. This shall be concluded by the signing of an acceptance protocol by the customer on the one hand and by WIRELANE or the installer providing the installation services on the other hand.
- 3.2 The customer may not refuse acceptance of the installation due to minor defects. A minor defect in the sense of this provision is a defect that does not restrict the use of the charge station for its intended purpose and does not cause any fear of consequential damage to devices and equipment connected to the charge station.
- 3.3 If the charge station is sold to the customer by WIRELANE, the transfer of risk and ownership to the charge stations is subject to Part C items 3.1 and 5.

4. PAYMENTS

The full remuneration for the installation services is due at the latest upon the acceptance of the installation, unless an earlier date has been agreed in the contract confirmation or in the individual Agreement. WIRELANE may request partial payments according to the progress of the services.



5. CUSTOMER'S SPECIAL COOPERATION OBLIGATIONS

- 5.1 The customer is obliged to inform WIRELANE of the exact details of the place of performance before provision of the installation services, possibly by adding corresponding plans.
- 5.2 The customer is obliged to meet the Technical Requirements at its own expense. Any interfaces to be provided by the customer result from the contract confirmation, the individual Agreement or the specification of services for the installation.
- 5.3 The customer is obliged to confirm in writing to WIRELANE prior to commencement of the installation services, where applicable using a form provided to the customer by WIRELANE, that (i) the Technical Requirements have been met in proper form, its unrestricted function has been inspected and is suitable for the installation and operation of the charge stations; (ii) the place of performance is designed for the number of the intended charge stations, and especially can carry the intended number of the charge stations; and (iii) the customer's network connection has the necessary capacity.
- 5.4 The customer is obliged (i) to provide WIRELANE with access to the place of performance required for the provision of the installation services; (ii) to make the place of performance safe for traffic with regard to the installation services (including possibly required construction site safety measures); (iii) to coordinate the provision of the installation services with other trades at the place of performance; and (iv) to perform or provide the cooperation services provided for in the specification of services for the installation on the agreed service dates at its own expense. Further details may result from the contract confirmation, the individual Agreement or the specification of services for the installation.
- 5.5 Unless otherwise agreed, the customer is responsible for the proper disposal of residues and waste in connection with the installation services.

6. WARRANTY CLAIMS, LIABILITY

- 6.1 If commissioned installation services are executed in a defective manner, WIRELANE shall provide supplementary performance through the defect-free provision of the installation services.
- 6.2 The limitation period for warranty rights is one (1) year from acceptance of the installation. This limitation shall not apply when (i) a defect was wilfully concealed; or (ii) (ii) a guarantee for the quality of an installation service has been given (in which case the claims arising from the guarantee shall apply). In case of claims for damages, this limitation shall not apply in the following cases: (i) injury to life, body or health, (ii) intent and (iii) gross negligence of WIRELANE's executive bodies or executive staff members.
- 6.3 In all other cases, the customer's warranty and liability claims are governed by the provisions in **Part E** item 1.

E. CONCLUSIVE REGULATIONS

1. LIABILITY



- 1.1 Wirelane's liability for damage in the event of simple negligence is limited to damage from the breach of material contractual obligations, whose fulfilment makes the proper implementation of the Agreement possible at all in the first place and where the customer regularly relies on and may rely on compliance with such obligations. In this case, the liability shall be limited to the typical, foreseeable damage.

This limitation of liability applies equally to damage that is caused with gross negligence by Wirelane's employees or authorised agents, who are not members of Wirelane's executive bodies or executive staff members.

- 1.2 Any liability of Wirelane for immaterial, indirect consequential damage, including among other things for lost profit, sales losses or contractual losses that are caused or arise through non-compliance with or non-fulfilment of contractual obligations on the part of Wirelane are excluded.

- 1.3 In the cases of Part E item 1.1 the limitation period shall be two (2) years from the time when the claim arose and the customer has obtained knowledge of the circumstance establishing the claim. Regardless of the customer's knowledge, the claim shall be time-barred three (3) years after occurrence of the event triggering the damage.

In the case of the sale of products, the limitation period for damages claims due to defects shall be in accordance with Part C item 7.4. In the case of the installation services, the limitation periods for damages claims due to defects shall be in accordance with Part D item 6.2.

- 1.4 If Wirelane is liable as per this Part E item 1, Wirelane's liability in the case of the provision of installation services is limited to the ten times the fee of the respective installation service in connection with which the damage has occurred.

- 1.5 The foregoing limitations of liability apply to all damages claims regardless of the legal ground, with the exception of the customer's damages claims (i) due to intent, (ii) under the German Product Liability Act [Produkthaftungsgesetz], (iii) due to wilfully concealed defects, (iv) due to defects regarding which a guarantee of quality was assumed (regarding this, possibly the liability regulation resp. limitation period resulting from the warranty), (v) from the injury of life, limb or health or (vi) due to gross negligence by Wirelane's executive bodies or executive staff members.

- 1.6 Wirelane is only liable for the loss of data, (i) in the context the foregoing limitations of liability and (ii) if and insofar as this loss would not have been avoidable through appropriate data protection measures by the customer.

- 1.7 The foregoing limitations of liability shall also apply to the customer's damages claims against WIRELANE's executive bodies, executive staff members, employees or authorised agents.

- 1.8 If WIRELANE offers supplementary performance, this shall not constitute an acknowledgement of a legal obligation in this regard.

- 1.9 In the case of a rectification of defects, the original limitation period concerning the product or the service shall continue to run. The same applies in the case of the delivery of a substitute product.

- 1.10 If the rectification of defects is ultimately unsuccessful, the customer may withdraw from the respective individual Agreement. The right to reduce the agreed service is expressly excluded.



- 1.11 If WIRELANE realises in the context of the rectification of defects that in actual fact no defect of the product or the agreed service existed, the customer must pay the reasonable and usual costs of the services provided by WIRELANE. This also applies when WIRELANE grants supplementary performance, without the requirements for this being met.
- 1.12 The provisions in the foregoing Part E item 1.1, 1.10 sentence 2 and Part C. item 7.4 shall not apply when the last Agreement in the supply chain is an Agreement with a consumer within the meaning of Section 13 BGB. In this case, inasmuch the statutory provisions shall continue to apply.

2. FORCE MAJEURE

- 2.1 The Parties shall not be liable for and shall not be obliged to compensate for any damage suffered by either of them as a result of the occurrence of a force majeure event.
- 2.2 A force majeure event is a process, event or circumstance or a combination of processes, events or circumstances that meet the following cumulative conditions:
- (i) the event is beyond the control of the parties;
 - (ii) it could not have been avoided or remedied by the affected party acting in a reasonable and prudent manner (including through reasonable foresight); and
 - (iii) it results in the fulfilment of the obligations of the affected party in accordance with this Agreement being prevented or delayed.
- 2.3 Without limiting the general validity of the foregoing, a Force Majeure Event may include one or more of the following process, events or circumstances, or a combination thereof, but only to the extent that it meets the conditions specified in item 2.2:
- (i) A natural event including drought, fire, earthquake, landslide, flood, storm, hurricane, lightning, tornado or other natural disaster;
 - (ii) An epidemic or disease;
 - (iii) A strike in a plant related to the services and products covered by the Agreement;
 - (iv) Fire, explosion or radioactive or chemical contamination;
 - (v) An aircraft crash, shipwreck or train accident.
- 2.4 The following events shall not constitute a case of force majeure, unless and to the extent that they are directly attributable to a Force Majeure Event:
- (i) late delivery or interruption in the delivery of machines, equipment, materials or consumables;
 - (ii) any delay in performance by a Party caused by the Party (or its subcontractors) failing to use sufficiently qualified subcontractors or employees or a reasonable number of employees to perform the relevant tasks;



(iii) wear and tear or accidental defects in products, materials or equipment or breakdown or failure of equipment or machinery.

2.5 The occurrence of a Force Majeure Event shall result in the suspension of the performance of the obligations of the party affected by the Force Majeure Event, without that party being liable for the entire duration of the Force Majeure Event as a result of the interruption of the service or the defective fulfilment of its obligations due to the event.

2.6 Each party undertakes to notify the other party without undue delay by registered letter / advice of delivery of the occurrence of a Force Majeure Event in accordance with the provisions of item 2. or 2.3.

2.7 If a case of force majeure continues for more than two (2) consecutive months, the Parties shall sit down together to reach a decision on the fulfilment of a contract or the Agreement as a whole. If they are unable to reach an agreement, either of the parties may terminate the current contract or, if a continuation of the Agreement does not appear conceivable, the Agreement as a whole.

3. PROPERTY RIGHTS

3.1 WIRELANE remains the owner of all patents, copyrights and other industrial property rights in connection with the contractual services, especially all patents, copyrights and other industrial property rights of the SaaS software and the WIRELANE systems.

3.2 The customer shall immediately inform WIRELANE in writing if claims are asserted against it due to the infringement of the industrial property rights mentioned in Part E item 3.1.

4. CONFIDENTIALITY OBLIGATIONS

4.1 The Parties are obliged to treat the information disclosed to them when implementing this Agreement, as well as knowledge that they obtain in the context of the collaboration regarding matters - e. g. of a technical, business or organisational nature – from the other party to the Agreement in each case and its customer or other partner as confidential. Disclosed knowledge may not be made available, realised, used or made accessible to a third party, neither during the term of the Agreement, nor after the end of this Agreement without the prior written consent of the party concerned. The use of disclosed information is limited to the absolutely necessary use for the implementation of this Agreement.

4.2 The parties shall apply the same care with regard to the protection of the know-how of the other party in each case that they apply to protect their own confidential information, but in any case at least the care of a prudent businessperson.



- 4.3 This confidentiality obligation includes the entire know-how, including all documents, materials, drawings, data and articles that the parties have mutually made available and/or are still providing.
- 4.4 The Receiving Party is not entitled to use the know-how for its own purposes or for third-party purposes. The Receiving Party is likewise prohibited from applying for registration of industrial property rights for the know-how or parts of this.
- 4.5 The foregoing obligations shall apply for a period of five (5) years from the receipt of the respective information.
- 4.6 If the Receiving Party no longer requires the confidential information this and all copies of this must be returned to the other party or deleted.
- 4.7 This confidentiality obligation does not cover (i) such know-how that was and/or shall be developed independently by the Receiving Party; (ii) know-how that is provided to the receiving Party by a third party without a breach of a confidentiality agreement; (iii) know-how that is publicly known at the time of the disclosure, or (iv) becomes known to the public subsequently without restriction; or (v) if the disclosure is ordered due to a final and conclusive decision of a competent public authority or a judgment of a competent court declared res judicata. The affected party here shall inform the other party in each case about an official or court order as soon as it has obtained knowledge that such an order could be issued and about the proceedings in question. Upon corresponding request, the party obliged to disclose must issue any authorisation for the institution of proceedings that it considers to be appropriate in order to protect its confidentiality interests to the other party in each case.

The party that invokes the existence of one of the above-mentioned exceptions shall bear the burden of proof for the existence of the respective exception.

5. GENERAL DATA PROTECTION PROVISIONS

- 5.1 The parties affirm that their undertakings that an organisation corresponding to statutory data protection and meet the statutory requirements for processing personal data at any time. This includes especially, but not exclusively that the parties (i) maintain appropriate technical and organisational measures for the protection of unauthorised resp. unlawful processing, an inadvertent loss or the destruction of personal data; (ii) meet their personal information and disclosure obligations to the holders of personal data at any time; (iii) have deletion concepts that correspond to the statutory requirements; and (iv) shall only transfer data to third states outside of the European Union resp. the European Economic Area when the transfer of the data is permitted as per Art. 45 GDPR by the European Commission, appropriate measures within the meaning of Art. 46 GDPR were reached, or one of the excepting situations defined in Art. 49 GDPR exists.
- 5.2 The Parties affirm that personal data that is collected in the context of the fulfilment of an Agreement or contract shall be processed at any time in accordance with the provisions of the



applicable statutory provisions and each party, if required, especially has also received corresponding declarations of consent of its business partners and customers for a data processing and transfer of the data to third parties, especially also to Wirelane by the customer.

- 5.3 The parties shall inform each other without undue delay if they obtain knowledge of a breach of applicable data protection provisions in the context of the processing of personal data based on this Agreement.
- 5.4 If required in the context of the collaboration, the parties undertake to conclude an agreement on the contract-related processing of personal data. Wirelane shall make use of third parties in the provision of the services. If these third parties process personal data for which the customer is the data controller, Wirelane shall conclude agreements about the contract-related processing of data in accordance with the provisions of the GDPR with the service partners.
- 5.5 The parties shall document compliance with these provisions on data protection continuously and completely.
- 5.6 The party that is the Data Controller shall be responsible for the payment of damages that a data subject suffers due to an inadmissible or incorrect data processing or use under these statutory data protection provisions in the inter partes relationship exclusively. The parties shall indemnify each other mutually against liability when one party furnishes documentary proof that it is under no circumstances responsible for the circumstance through which the damage has occurred in the case of the data subject.

6. SUBCONTRACTORS

WIRELANE is entitled to deploy subcontractors for the provision of the services at its own discretion.

7. SETOFF AND RIGHT OF RETENTION

The set-off or exercise of a right of retention by the customer due to disputed or not legally binding claims is excluded. The exercise of a right of retention by the customer is also excluded insofar as asserted counterclaims are not based on the same contractual relationship.

8. ASSIGNMENT

- 8.1 The customer may not assign all or part of its rights and obligations without the prior written consent of Wirelane.
- 8.2 Wirelane is permitted to assign its rights and obligations, especially to affiliates within the meaning of Section 15 et seqq. German Stock Corporation Act [AktG].

9. CHANGES, WRITING AND TEXT FORMAT

- 9.1 Notwithstanding Part A item 2, WIRELANE reserves the right to make other changes and amendments to the TERMS and the respective specification of services, provided that they are to the benefit of the customer, or in consideration of the interests of the parties are reasonable for the customer.



- 9.2 Changes and additions to the TERMS and specifications of services according to this clause by WIRELANE shall be communicated to the customer in writing or by e-mail at least four (4) weeks before they take effect. They are considered approved if the customer does not object in writing or text form within two (2) weeks after receipt of the notification. WIRELANE shall inform the customer separately about this legal consequence in the notification.
- 9.3 Insofar as writing or text format is required in these TERMS, any form of electronic communication, especially, but not limited to, via e-mail and transmission via fax, is also included.
- 9.4 In all other respects, amendments and supplements to the TERMS and specifications of services shall only be valid if recoded in writing. This shall also apply to the cancellation or waiver of the written form requirement.

10. APPLICABLE LAW, LEGAL VENUE, SEVERABILITY CLAUSE

- 10.1 The Parties agree regarding all legal relationships under this Agreement on the application of German law. The application of the UN Sales Law is excluded.
- 10.2 The exclusive legal venue for both parties' rights and obligations under the Agreement shall be the Munich I Regional Court. However, WIRELANE is also entitled to file an action against the customer at its registered office.
- 10.3 Should one provision of the concluded Agreements be or become invalid or unenforceable or should the parties determine that there is a loophole in the Agreement, this shall not affect the validity of the Agreement in other respects. Instead of the invalid or unenforceable provision or for the purpose of filling in the loophole an appropriate regulation shall apply. As far as legally possible, this shall approximate to what the parties would have intended if they had considered the point at the time of the conclusion of the Agreement or the later inclusion of a provision. The Parties in this case shall agree on a valid or enforceable provision or an agreement for filling in the loophole that approximates as closely as possible what corresponds economically to the sense and purpose of the Agreement that the Parties have striven for when signing the Agreement.

Last revised 24 July 2020