
GIREVE-GENERAL TERMS AND CONDITIONS

1 PURPOSE OF THE GENERAL TERMS AND CONDITIONS

1.1. THESE GENERAL TERMS AND CONDITIONS ("**GTC**") GOVERN CONTRACTING PARTY'S ACCESS AND USE OF GIREVE'S SERVICES.

1.2. THE AGREEMENT BINDING THE PARTIES CONSISTS OF THE VERSION SIGNED (OR ACCEPTED IN WRITING, BY WHATEVER MEANS) OF THIS DOCUMENT, SUPPLEMENTED BY ORDER FORMS, APPENDICES AND APPLICABLE DESCRIPTION DOCUMENTATION, (HEREINAFTER REFERRED TOGETHER AS THE "**Agreement**").

1.3. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH IN THE ARTICLE "DEFINITIONS".

1.4. BY ACCEPTING ORDER FORMS THAT REFERENCE THESE GTC, THE CONTRACTING PARTY AGREES TO THE TERMS OF THESE GTC, ALL THESE DOCUMENTS FORMING TOGETHER AN INDIVISIBLE WHOLE.

1.5. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN THIS CASE THE TERM "CONTRACTING PARTY" SHALL REFER TO SUCH ENTITY.

1.6. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE GIREVE'S SERVICES.

1.7. THE GTC ARE A NEGOTIABLE AGREEMENT. ANY DEROGATION APPROVED BETWEEN THE PARTIES ARE MENTIONNED, AS THE CASE MAY BE, WHICH SHALL BE FORMALIZED BY USING THE TEMPLATE ATTACHED IN THE APPENDIX.

2 RECITAL

1.1. WHEREAS GIREVE commercializes services to the stakeholders of the eMobility market looking to understand and operate in the ecosystem, taking part in its evolution and simplifying their contractual, technical and financial interfaces and thus render the charging infrastructure visible and accessible to the users of hybrid and electric vehicles through innovative access solutions.

1.2. WHEREAS the Contracting Party is a legal entity willing to use GIREVE's Services for the development of its activities.

1.3. WHEREAS the different services offered by GIREVE are respectively described in the dedicated Description Documentation and Order Forms.

1.4. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Parties hereby agree as follows.

3 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

3.1. This Agreement is the entire agreement between the Contracting Party and GIREVE regarding Contracting Party's use of GIREVE Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its purpose matter. The Parties agree that any term or condition stated in a Contracting Party's purchase order or in any other Contracting Party's order documentation (excluding Order Forms and Description Documentation) is void.

3.2. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement including any amendment thereto, the appendices, including any amendment thereto, and (3) any technical documents, including the Description Documentation, to which the Agreement is referring. In case of discrepancy between documents of different nature or rank, the Parties agree that the provisions contained in the document with the higher rank in the order of precedence shall prevail with regard to the conflicting obligations.

3.3. This Agreement is signed by the Parties in the English language.

4 DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms below:

4.1. "**Affiliate**": entity that, directly or indirectly, controls, is controlled by, or is under common control with the Contracting Party, including any entity (i) in which the Contracting Party holds, directly or indirectly, at least a fifty percent (50%) equity interest or (ii) which holds at least a fifty percent (50%) equity interest in the Contracting Party, which will benefit from the Agreement if expressly indicated in the Order form - the notion of control shall be understood within the meaning of Article L. 233-3 of the French Commercial Code .

4.2. "**Contracting Party**" means the company or other kind of legal entity accepting this Agreement.

4.3. "**eMobility Interoperation Protocol**" or "**eMIP Protocol**": communication protocol developed by GIREVE comprising communication rules allowing the transfer of data and the use of services between the Contracting Party's Software Platform and the GIREVE Roaming Platform. The eMIP Protocol description that is in force can be downloaded at <https://www.gireve.com/download>

4.4. "**Functional regression**": any functionality of GIREVE Services which ceases to function, or functions in a significant degraded manner (i.e., with anomalies) and that is independent of any misuse or other reason attributable to the Contracting Party.

4.5 "**GIREVE**": Groupement pour l'Itinérance des Recharges Electriques des Véhicules, a *Société par Actions Simplifiée* with capital of 1 462 430,00 euros, registered with the Paris Trade and Companies Registry under number 794 519 645, having its registered office at 5-7 5 RUE FEYDEAU 75002 PARIS.

4.6. "**GIREVE Digital Portal**" or "**Connect Place**": secured web-interface accessible at the following address: <https://connect-place.Gireve.com/> allowing authorized employees of the Contracting Party to access part of GIREVE's Services.

- 4.7. **"GIREVE Proprietary Protocol"**: communication protocol designed and created by GIREVE and provided under licence included in the body of the Protocol.
- 4.8. **"GIREVE Roaming Platform"**: IT platform operated by GIREVE and designed to ensure the exchanges of data and services between operators connected to the GIREVE Roaming Platform and/or between GIREVE and the Contracting Party.
- 4.9. **"GIREVE Services"**: services ordered by the Contracting Party under an Order Form and provided by GIREVE.
- 4.10. **"Description Documentation"**: the contractual documentation accessible through this link <https://www.Gireve.com/download/> to which the GTC or the Order Forms are referring to and which are subject to change over time.
- 4.11. **"GIREVE Platform(s)"**: the GIREVE Trust Platform and/or the GIREVE Roaming Platform and/or any other platform edited and provided by GIREVE to the Contracting Party.
- 4.12. **"GIREVE Trust Platform"**: IT platform operated by GIREVE and designed to ensure the exchange of data and services between operators connected to the GIREVE Trust Platform and/or between GIREVE and the Contracting Party.
- 4.13. **"Open Charge Point Interface Protocol" or "OCPI Protocol"**: communication protocol comprising communication rules allowing the transfer of data and the use of services between the Contracting Party's Software Platform and the GIREVE Roaming Platform. The OCPI Protocol description that is in force can be downloaded at www.Gireve.com/download.
- 4.14. **"Order Form"** means the written ordering document or online order that is entered between the Contracting Party and GIREVE, specifying the GIREVE Services to be provided to the Contracting Party.
- 4.15. **"Parties"**: GIREVE and the Contracting Party.
- 4.16. **"Party"**: GIREVE or the Contracting Party.
- 4.17. **"Personal Data"**: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 4.18. **"Plug and Charge Protocol" or "PNCP"**: communication protocol comprising communication rules allowing the transfer of data and the use of services between the Contracting Party's Software Platform and the GIREVE Trust Platform. The PNCP Protocol description that is in force can be downloaded at www.Gireve.com/download.
- 4.10. **"Protocol"**: means the communication interface chosen by the Contracting Party to establish the IT connection to a GIREVE Platform. It comprises communication rules allowing the transfer of data and the use of services between the Contracting Party's Software Platform and a GIREVE Platform.
- 4.20. **"Public Protocol"**: communication protocol available under an Open-Source license (an Open-Source definition is provided on the URL: <http://opensource.org/osd>).

4.21 "**Raw Data**": data provided to GIREVE by the Contracting Party in order to obtain Results, which include:

(i) data relating to contracts signed between GIREVE and the Contracting Party and between the Contracting Party and other clients of GIREVE, namely the identity of the parties to the contract; the date of signature, the recharging zones covered by the contract, the type of tariff per session, per minute, per kilowatt-hour and offers ("**Contractual Data**");

(ii) data describing the infrastructure: location and conditions of access to the charging stations (geolocation, type of site, opening hours, etc.), technical characteristics (models of charging station, connectors, power), date of entry into service, names of the developer and operator, etc ("**Infrastructure Description Data**");

(iii) data on the status of the charging stations to ensure roaming: availability (operating status), occupation (use by a connected vehicle) ("**Infrastructure Availability Data**");

(iv) data relating to the use of charging stations during roaming charging: charging sessions at an identified charging station (start and end date and time, duration of charging, energy delivered, details of the session) and identity of the mobility operator on whose behalf the session was carried out ("**Infrastructure Use Data**"), and

(v) user data (badge number, badge creation date and date of last use) ("**End-Driver Data**");

4.22. "**Results**": data (for example, the description of an infrastructure, usage and technical characteristics of the terminals, number of stations, rate and habits of station use) obtained and verified as well as, as the case may be, modified or created by GIREVE from the Raw Data in the course of the performance of the GIREVE Services.

4.23. "**Software Platform**": IT platform used by the Contracting Party to connect to a GIREVE's Platform with the selected Protocol.

5 EFFECTIVE DATE–TERM–TERMINATION

5.1. Term of the GTC. The GTC comes into force on the date and for the same duration as those set out in the first Order Form signed between the Parties. The GTC will then be automatically extended by the conclusion of any new Order Form and for the duration thereof.

5.2. Term of purchased GIREVE's Services (Order Forms). The term of each GIREVE Service shall be specified in each applicable Order Form.

5.3. Termination.

5.3.1. Termination for breach. If either Party seriously breaches the obligations stated in this Agreement or in the Order Forms and fails to remedy such breach within thirty (30) days following the sending of a notice (electronic mail with acknowledgment of receipt acceptable), the other Party may terminate the Agreement without prejudice to any damages it may be entitled to claim hereunder. Termination shall take effect on the date of receipt of the notice of termination by registered letter with acknowledgment of receipt, after the thirty (30) calendar days deadline remained unsuccessful. It is expressly agreed that the default of the Contracting Party is defined as any failure to pay on one or more agreed due dates, or any failure to send Raw Data to GIREVE pursuant to Article 6.2.2. However, any misuse or attempted misuse of GIREVE Services by the Contracting Party pursuant to Article 8.5 shall

entitle GIREVE to terminate the Agreement upon receipt of a registered letter with acknowledgment of receipt by the Contracting Party.

5.3.2. Termination for change triggering of Functional Regression. If GIREVE proposes a significant change to its GIREVE Service(s) as per the article 7.3, which leads to a Functional Regression. It will provide a notice of change(s) as soon as possible to the Contracting Party. If the Functional Regression prevents the Contracting Party of using GIREVE Services in accordance with the Description Documentation, the Contracting Party shall notify GIREVE of its reservations, by electronic email with acknowledgment of receipt without delay and no later than thirty (30) calendar days after the notice of change made available by GIREVE. If not, the Contracting Party will be considered as definitely accepting the change(s). The Parties agree to meet as soon as possible following such notification to discuss about the reservations in good faith (this provision supersedes the Article "Conciliation"). The Contracting Party may terminate the Agreement without prejudice to any damages it may be entitled to claim hereunder if the Parties have not reached a solution within sixty (60) calendar days of the meeting (the Contracting Party shall continue to pay for GIREVE Services during this period). Termination shall take effect on the date of receipt of a notice of termination by registered letter with acknowledgment of receipt.

5.4. Refund or Payment upon Termination. If this Agreement is terminated by the Contracting Party in accordance with the "Termination" section above, GIREVE will refund the Contracting Party any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by GIREVE in accordance with the "Termination for breach" section above due to the failure of the Contracting Party to pay at least one invoice within the term provided in Article "Invoicing and Payment" or has not provided GIREVE with all or part of the Raw Data necessary for the performance of the GIREVE Services, the Contracting Party will pay seventy-five percent (75%) of the unpaid fees covering the remainder of the term of all Order Forms from the sending of the notice of termination to the extent permitted by applicable law. In no event will termination relieve the Contracting Party of its obligation to pay any fees payable to GIREVE for the period prior to the effective date of termination. It is expressly agreed between the Parties that this penalty (i) will indemnify the damages of debt management collection and loss of time incurred by GIREVE, (ii) shall not apply in case of termination of the Agreement for any other Contracting Party obligation that has been breached, (iii) and that GIREVE may waive the application of this penalty. If this penalty is applied, the Contracting Party shall bear the costs incurred by GIREVE in asserting its rights.

6 PREREQUISITES FOR THE CONTRACTING PARTY

6.1. Software Platform of the Contracting Party

This section is only applicable to Software Platform requiring to be connected to a GIREVE Platform.

6.1.1. The Contracting Party operates a Software Platform either directly or through a subcontractor for which the Contracting Party is solely and fully responsible.

6.1.2. The Software Platform (i) is compliant with all applicable norms and standards in force during this Agreement, and (ii) has been certified by GIREVE.

6.1.3. A Software Platform is certified by GIREVE when it complies with the technical requirements needed to deliver the GIREVE Services through a GIREVE Platform via the Protocol chosen by the Contracting Party. The certification is granted by GIREVE once the rules provided in the Protocol descriptions and the implementation guides are verified. These documents and the description of the certification procedure, in their version in force, can be downloaded at <https://www.Gireve.com/download>.

6.1.4. If GIREVE's Services require the Contracting Party to be connected to GIREVE's Platforms, the Contracting Party undertakes to maintain its Software Platform connection to GIREVE's Platforms in working order during the term of this Agreement.

6.1.5. If the Contracting Party, or any of its subcontractors, plans to replace its Software Platform or makes structural changes to its connection with a GIREVE Platform, it shall notify GIREVE at least four (4) weeks in advance and plan a new certification with GIREVE before the replacement or changes are deployed. GIREVE will make its best efforts to launch the new certification procedure depending upon availabilities of both Parties' IT teams. Any new certification will lead to certification fees.

As the security and performance of a GIREVE Platform can be altered due to performance anomalies or a non-certified Software Platform of the Contracting Party, GIREVE reserves the right to suspend the provision of the GIREVE Services until the Contracting Party has removed such anomalies or has obtained the certification of connection for its Software Platform. Access to GIREVE's Services will only be reactivated after the Contracting Party has obtained the certification of connection for its Software Platform. The suspension of the access to GIREVE's Services has no consequence on the obligation of payment arising from this Agreement.

6.1.6. Unless to the extent caused by GIREVE negligence, GIREVE shall not be responsible in particular for any loss of data nor for the instability between the Contracting Party's Software Platform and a GIREVE Platform during the time needed to proceed to the required changes.

6.2. Information to be submitted to GIREVE

6.2.1. It is expressly agreed that the signature (or written approval given by any means) of the applicable Order Form by the Contracting Party and GIREVE will trigger the start of the delivery of the GIREVE Services, provided technical prerequisites are fulfilled by the Contracting Party and its Software Platform as described the article "Software Platform of the Contracting Party" above, if applicable.

6.2.2. The Contracting Party is liable to ensure that any kind of Raw Data that it will provide to GIREVE under this Agreement is of sufficient quality, in particular in terms of accuracy, timeliness and completeness. The list of Raw Data required will be provided in an appendix to the Order Form. If some Raw Data cannot be registered on GIREVE's Platforms due to its incompleteness or failure to comply with the procedures provided for in the Protocol jointly defined, GIREVE shall inform the Contracting Party. The latter undertakes to make the necessary changes as soon as possible. GIREVE is not responsible for the start of the delivery due to the non-compliance of Raw Data provided by the Contracting Party through its Software Platform. GIREVE reserves the right to maintain a list of required data for the good performance of the platform without which the access of the Contracting Party to its service might be suspended.

7 GIREVE SERVICES

7.1. GIREVE will make GIREVE's Services available to the Contracting Party pursuant to this Agreement, and the applicable Order Forms.

7.2. GIREVE undertakes to comply with the service levels stated in the Appendix "GIREVE's Services Level", as updated from time to time with additional GIREVE Services or improved levels of service on existing GIREVE Services.

7.3. GIREVE wishes to continuously optimise its services and may propose improvement to GIREVE's Services, offer additional services to the Contracting Party or propose new financial arrangements.

GIREVE makes its best efforts to ensure the continuity and backward technical compatibility of GIREVE's Services during the term of this Agreement. However, in the event GIREVE reduces the scope of its Services involving a Functional Regression during the course of the Agreement, GIREVE will inform the Contracting Party as soon as possible before such changes come into force. The Contracting Party will have the right to continue the Agreement or to end it following the article "5.3.2. Termination for change triggering of Functional Regression"

7.4. The Contracting Party is solely responsible for verifying the accuracy of the information, notably the financial information, contained in any agreement (including any amendment or an order form) with other operators before its final acceptance or signature via GIREVE's Platforms, in particular the Connect Place.

8 RIGHT OF ACCESS AND USE OF THE GIREVE SERVICES

8.1. GIREVE grants to the Contracting Party, and the Contracting Party agrees to be granted, a personal, non-exclusive, and non-assignable license consisting of a right of access and use of GIREVE's Services as described and for the duration and territory indicated in the applicable Order Form. It is expressly agreed that in any case, the duration of the above-mentioned license shall not exceed the duration of the Order Form.

8.2. The Contracting Party may use a GIREVE Proprietary Protocol to ensure the communication between its Software Platform and GIREVE's Platforms under this Agreement. The GIREVE Proprietary Protocol is available and usable through a license included in the body of the Protocol.

8.3. In the event that the Contracting Party uses a Public Protocol, it is specified that the latter is licensed under a Public License. The Contracting Party warrants that it will comply with the terms of any applicable Open-Source license, including, but not limited to, any requirement to preserve the text of the original license, to preserve copyright notices, and, where applicable, to make the corresponding source code available in accordance with the applicable license.

8.4. Any use that has not been expressly authorised by GIREVE is forbidden and shall be unlawful, including the right to correct the anomalies, in accordance with the provisions of Article L. 122-6 of the French Intellectual Property Code.

8.5. It has been agreed between the Parties that GIREVE's Services shall not be accessed in any case for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Any misuse or attempted misuse might result in the termination of the Agreement.

9 SECURITY

9.1. GIREVE undertakes to implement all technical means required to ensure the security of GIREVE's Platform and GIREVE Digital Portal as described in the Appendix "Technical and organizational measures / security concept and sub processors" available at www.Gireve.com/download.

9.2. In the same manner, the Contracting Party undertakes to implement all technical means required to ensure the security of its Software Platform.

10 PROTECTION OF PERSONAL DATA

10.1. GIREVE undertakes to comply with the regulations in force in France and in the European Union in the field of personal data protection and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (general regulation on the protection of personal data or "GDPR") and the French Act n ° 78-17 of January 6, 1978, relating to the personal data protection ("Personal Data Protection rules").

10.2. Within the performance of the Agreement, GIREVE may be either required to process personal data on behalf of and on instructions from the Contracting Party in its capacity of data processor, or in its capacity of joint data controller with the Contracting Party.

10.4. In this respect, GIREVE undertakes to process the personal data in accordance with the provisions set out in Appendix "Protection of Personal Data" available at www.Gireve.com/download.

11 CONFIDENTIALITY

11.1. The Parties undertake not to disclose to third parties any information considered as specifically confidential, and which may come to their knowledge during the performance of this Agreement. They undertake to use confidential information only to the extent necessary for the performance of this Agreement.

11.2. Only Raw Data relating to the identity of the Contracting Party and the identity of the operators who have contracted with the Contracting Party through GIREVE's Platforms as well as the specific terms of the contracts (such as the date of signature of the contract, the territory covered, tariffs negotiated, etc.) which are not publicly available, in particular through the GIREVE Platforms, are confidential. The Results are not considered as confidential.

11.3. A Party's confidential information shall not be deemed to include information that (i) is or becomes publicly known other than through any act or omission of the receiving Party, (ii) was in the other Party's lawful possession before the disclosure, (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure, (iv) is independently developed by the receiving Party, which independent development can be proven by written evidence.

11.4. The Parties shall take all necessary measures to ensure the compliance with this article by their employees and/or subcontractors.

11.5. If a Party is required by law, by any governmental or other regulatory authority or by a court of other authority of competent jurisdiction to disclose the other Party's confidential information and to the extent that it is legally permitted to do so, it shall give the other Party reasonable notice. The disclosing Party undertakes to consider the reasonable requests of the other Party in relation to the content of such disclosure.

11.6. The provisions of this Article shall survive termination of this Agreement, however arising.

12 COLLABORATION

12.1. The Parties agree to closely collaborate in the course of their relations for the term of this Agreement. To this end, the Parties undertake to exchange all information they may consider useful for the proper performance of the Agreement and for the improvement of GIREVE's Services.

12.2. The Parties further undertake to inform each other of any event that, to their knowledge, may impact the access to GIREVE's Services or one of their functionalities such as the occurrence of bugs or connection problems.

12.3. In addition, the Parties undertake to implement all the resources necessary to the performance of the Agreement, in particular to make their best efforts to establish and maintain the connection between the Software Platform and GIREVE's Platform.

13 PROPERTY OF GIREVE

13.1. In accordance with the provisions of the French Intellectual Property Code, GIREVE's Services as well as any related documentation, are the sole property of GIREVE.

13.2. GIREVE is the sole owner of all rights including intellectual property rights of the databases that it has created (the copyrights for protection of database structure and *sui generis* right of a database producer for protection of the substantial investment made in databases) and on the Results.

13.3. All elements composing GIREVE's Digital Portal, GIREVE's Roaming Platform and GIREVE's Services, as well as the interfaces made available to the Contracting Party for the performance of this Agreement, the documentation and any other information submitted by GIREVE to the Contracting Party are and shall remain the property of GIREVE.

13.4. GIREVE also retains ownership of the methods, the eMIP Protocol, the OCPI Protocol and any other GIREVE Proprietary Protocol as well as know-how or tools specific to it and used for the execution of this Agreement.

13.5. As a result, a personal, non-transferable, and non-exclusive license is granted by GIREVE on its intellectual property rights to the Contracting Party under the conditions, and for the duration and geographical scope detailed in the applicable Order Form. With regard to the *sui generis* right of a database producer, the Contracting Party is solely authorised to extract and re-use the Results (i.e. the content of the databases) for the sole purpose set in the Order Form and under the conditions stipulated in Article L.342-1 of the French Civil Code. Consequently, the Contracting Party shall not act in any manner that may directly or indirectly harm the intellectual property rights of GIREVE and its commercial interests. Any act of commercialisation of all or part of the Results to third parties, whether free of charge or against payment, during or after the termination of the Agreement, is strictly prohibited without the prior express agreement of GIREVE.

14 PROPERTY OF THE CONTRACTING PARTY

14.1. In accordance with the provisions of the French Intellectual Property Code, the Contracting Party's Software Platform as well as any related documentation and related data are and shall remain the property of the Contracting Party.

14.2. All elements composing the Software Platform of the Contracting Party, including the interfaces eventually made available to GIREVE in the context of the performance of this Agreement, the related documentation, including related Raw Data, submitted by the Contracting Party to GIREVE are and shall remain the property of the Contracting Party.

14.3. The Contracting Party undertakes to ensure that any kind of Raw Data provided to GIREVE under the Order Form is accurate, complete, and timely updated.

14.4. By signing the Order Form, the Contracting Party hereby expressly grants GIREVE a license to use the Raw Data in order to enable GIREVE to provide GIREVE's Services for the entire world and for the duration of the Agreement.

Furthermore, the Contracting Party also assigns GIREVE the rights to re-use and extract, the Raw Data, for the entire world and for the duration of the relevant legal protection applicable to the intellectual property rights, in order (i) to enable third-parties to access the GIREVE's database for the purpose of developing added-value roaming and navigation services, and (ii) to provide analysis to local authorities for the deployment of new infrastructures, to operators on the optimal locations for the installation of new infrastructures and partnerships, to investors on the potential profitability of new facilities; (iii) to produce barometers on charging infrastructures (e.g. number of sites, charge points, etc.).

Parties agree that they are exempt from the obligation to carry out a compatibility test given that (i) the main purpose of this re-use is to produce statistics (as Results), according to 5.1 b) of the GDPR, and/or (ii) all relevant measures are implemented to prevent the re-identification of the data subjects.

The assignment is granted for all the Raw Data provided by the Contracting Party since the entry into force of the Agreement.

14.5. GIREVE shall not act in any manner that may directly or indirectly harm the intellectual property rights of the Contracting Party.

15 WARRANTIES

15.1. Warranties of GIREVE

15.1.1. GIREVE warrants the Contracting Party that it has all the intellectual property rights required to provide GIREVE's Services and GIREVE Proprietary Protocols.

15.1.2. GIREVE will bear all damages that may be awarded against the Contracting Party by a final court decision finding an infringement exclusively based on counterfeiting of GIREVE Services or GIREVE Proprietary Protocols.

15.1.3. The above warranties and indemnities are subject to the following express conditions:

- the Contracting Party has promptly notified in writing the infringement claim or the declaration issued prior to such claim.

- GIREVE has been given the opportunity to ensure the defence of its own interests and those of the Contracting Party and, in order to do so, the Contracting Party has faithfully cooperated in such defence by providing all the elements, information and assistance necessary to carry out such a defence.

15.1.4. The above provisions set forth the limits of GIREVE liability in relation with intellectual property rights infringements resulting from GIREVE Services or GIREVE Proprietary Protocols.

15.2. Warranties of the Contracting Party

15.2.1. The Contracting Party warrants that it holds the rights, including intellectual property rights, as mentioned in Article 14, on its Raw Data on its Software Platform, and that nothing prevents the conclusion of this Agreement.

15.2.2. It must therefore indemnify GIREVE for the harmful consequences of any nature suffered by GIREVE in case of infringements of third-party intellectual property rights or in case of parasitism or unfair competition.

15.2.3. GIREVE offers the Contracting Party access to GIREVE's Services of GIREVE's Platform, for which the Contracting Party guarantees that its staff has all the necessary skills in compliance with the applicable regulations.

16 FINANCIAL TERMS

16.1. Compensations for using GIREVE Services. The benefit granted by the Contracting Party in compensation of its use of GIREVE Services, within the meaning of Article 1107 of the French Civil Code, is the payment of the fees and/or the authorisation to re-use the Raw Data under the conditions set out in Article "Property of the Contracting Party".

16.2. Fees. The Contracting Party will pay all fees specified in Order Forms. Except as otherwise specified hereinor in an Order Form, (i) fees are based on the Order Forms' terms and conditions, (ii) payment obligations are non-cancellable and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the relevant subscription term. In case of tacit renewal, under the conditions provided for in Article 5, the financial terms agreed during the initial period may be renegotiated in good faith by GIREVE. GIREVE will contact the Contracting Party within a reasonable deadline mentioned in the applicable Order Form prior to the effective tacit renewal to discuss of the conditions of the renegotiation. Furthermore, all fees are reviewed every year on the anniversary date of the Order Form signing, according to the following formula: $P1 = P0 \times (S1/S0)$ With: P1 = revised price; P0 = original price or last revised price of the applicable Order Form; S1 = latest SYNTEC index published on the revision date; S0 = last SYNTEC index published on the date of the previous revision or original index (last published on the date the Agreement was signed). GIREVE shall notify the Contracting Party in writing of any indexation of rates prior to the effective date. In any case, the price review is capped at 3% per year. Charging Transactions in the Order Form are calculated based upon the number of Charge Detail Record (CDR) issued by the Contracting Party's Partners at the reception date of the CDRs, recorded by GIREVE in the corresponding invoicing period.

16.3. Invoicing and Payment. The Contracting Party will provide GIREVE with valid purchase order. GIREVE will invoice the Contracting Party in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due thirty (30) calendar days end of the month from the invoice date and payment shall be made by bank transfer. The Contracting Party is responsible for providing complete and accurate billing and contact information to GIREVE by any relevant means and notifying GIREVE of any changes to such information.

16.4. Overdue Charges. If any invoiced amount is not received by GIREVE by the due date, then without limiting GIREVE's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or three (3) times the French statutory interest rate, whichever is lower, and/or (b) GIREVE may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above. The Contracting Party will also be liable for a flat-rate penalty for collection costs in the amount of forty (40) euros.

16.5. Suspension of GIREVE Services. If any invoiced amount is not received by GIREVE by the due date, GIREVE may, without limiting its other rights and remedies, accelerate Contracting Party's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend GIREVE Services until such amounts are paid in full, provided that GIREVE gives

the Contracting Party at least ten (10) calendar days' prior notice, in accordance with the "Manner of Giving Notice" section below.

16.6. Payment Disputes. GIREVE will not exercise its rights under the "Overdue Charges" or "Suspension of Services" section above if the Contracting Party is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. Therefore, the Contracting Party shall (i) timely pay the undisputed portion of the invoice and (ii) promptly notify GIREVE in writing of the nature of the dispute. The Parties will use commercially reasonable efforts to resolve the dispute expeditiously. In the event the dispute is not resolved within thirty (30) calendar days after receipt by GIREVE of the notice of such dispute, it may exercise its rights under the "Overdue Charges" and "Suspension of GIREVE Services", without limitation or waiver of any other right or remedy available under this Agreement or at law.

17 TAXES

17.1. The prices indicated in the Order Forms are in euros exclusive of tax. Except if the Contracting Party is registered in France, GIREVE's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). The Contracting Party is responsible for paying all Taxes associated with its purchases.

17.2. Unless otherwise provided, each Party may use the name or logo of the other Party as a commercial reference in accordance with established business practices.

17.3. In this respect, each Party authorises the reproduction of its company name, trademark and logo in accordance with its published brand guidelines and graphic charter. Notwithstanding the foregoing, neither Party will make public statements or provide a press release without the prior written consent of the other Party.

17.4. It is expressly agreed that the termination of the Agreement, under the conditions provided for in articles "Termination for cause" and "Termination for change triggering a Functional Regression", entails the prohibition for each Party to use for the future the distinctive signs (company name, trademark, or any other intellectual property rights owned by each Party) held respectively as a commercial reference from the notification of the termination.

17.5. In the absence of tacit renewal, it is expressly agreed that each Party is authorised to continue to use the name or logo of the other Party in good faith as a commercial reference after termination of the Agreement, in accordance with established commercial practice. This authorisation may be terminated at any time, subject to three (3) months' notice.

18 INSURANCE

18.1. Each Party confirms having subscribed an insurance policy with a financially sound and reputable insurance company that provides insurance coverage in all the territories where the Party operates, and covering its professional civil liability, tort and/or contractual liability resulting from physical injury, material and consequential direct damage caused to the other party and any third parties in the course of the performance of this Agreement.

18.2. In this regard, each Party undertakes to pay the premiums and contributions related to that insurance policy and more generally to comply with all obligations in order to cover all activities related to this Agreement.

18.3. Each Party shall be able to submit, upon request of the other Party, a certification dated and signed by its insurer proving its coverage for professional civil liability deriving from physical injury, material and consequential damages, which premiums being at its charge.

18.4. Such certification shall specify the amount and scope of the guarantee as well as the validity period of the insurance policy subscribed.

19 LIABILITY

19.1. GIREVE shall not be liable for damages of any nature that may result from a temporary unavailability of the GIREVE Platform or all or part of the GIREVE Services, unless the unavailability is due to GIREVE's exclusive fault.

19.2. Any Party can be held liable by the other Party only if it is proved that the Party committed a fault regarding the execution of the present Agreement.

19.3. The Parties also agree that they may be held liable only for the consequences of direct damage resulting from the non-performance of their obligations and this, in accordance with the provisions of Article 1231-4 of the Civil Code. Consequently, any compensation for indirect damage shall be excluded, It means operating loss or loss of profit, and damage to brand image.

Each Party shall use all commercially reasonable efforts to mitigate any loss, damage or liability suffered by it.

19.4. Property rights, the liability of one or the other of the Parties, all losses and all causes of action included, shall not in the aggregate exceed one (1) time the amounts paid by the Contracting Party during the last twelve (12) months. If this limitation of liability is not applicable for any reason, the liability of GIREVE shall not exceed the maximum limit of its insurance cover.

19.5. This clause shall survive and remain applicable in case this Agreement is rescinded or terminated.

20 FORCE MAJEURE

20.1. An event of force majeure is defined in Article 1218 of the French Civil Code.

20.2. The Party affected by this impediment, subject to the sending to the other Party of a written notification within a period of five (5) working days from its occurrence, will be exempted from the performance of its obligations within the limit of this impediment.

20.3. If the force majeure event results in a temporary impediment, the performance of the Agreement will be suspended. If the impediment lasts for more than sixty (60) calendar days, the Parties may jointly agree to terminate the Agreement.

20.4. If force majeure results in a permanent impediment, the Agreement will be automatically terminated.

20.5. It is expressly agreed that force majeure events will be those usually accepted under the case law of French courts and tribunals, as well as war, riot, internal or external strikes, lock out, occupation of GIREVE's premises, bad weather of exceptional intensity, earthquake, flood, accidents exceptionally serious, epidemics, absence of energy supply, partial or total stoppage of the Internet network and more generally of private or public telecommunications networks, road blockage and impossibility to provide

supplies and any other event beyond the express will of the Parties preventing the normal performance of this Agreement. In accordance with the French case law, the Contracting Party's obligation to pay under this Agreement cannot be waived for any reason at any time even in case of a force majeure event interrupting GIREVE's Services.

21 AUDIT BY GIREVE

21.1. GIREVE may audit or have audited by a body subject to an obligation of confidentiality, the Contracting Party up to a maximum of once a year, and on condition that it gives prior notice of its intention by any appropriate means (legal notice in accordance with the Article "Manner of giving notice"), respecting a notice period of thirty (30) calendar days. In accordance with the Appendix "Protection of Personal Data", the Contracting Part may also audit GIREVE under the same conditions as provided for in this Article.

21.2. The audit shall comply with the safety rules in force in the audited Party's premises and shall not disrupt its activity.

21.3. The Contracting Party undertakes to cooperate fully with the auditors and to provide all necessary information to allow the auditors access to all relevant information infrastructures and to any site where the services are being performed.

21.4. In the event that a Party uses a third party to carry out the audit, it undertakes to inform the other Party of the identity of the third party which must not be a competitor of the audited Party.

21.5. In any case, the Party auditing the other one is responsible for the respect by the auditors of the security and confidentiality obligations as well as the intellectual property rights held by the audited Party.

21.6. The audit report will be delivered to the audited Party within a reasonable time of its completion. If the audit report reveals contractual breaches on the part of the Contracting Party or breach of the Appendix "Protection of Personal Data" by GIREVE, the Contracting Party or GIREVE shall, in addition to bearing the costs of carrying out the audit, take all the necessary corrective measures within five (5) working days of the audit report being submitted.

21.7. As a result, with regard to the costs of the audit, the Party auditing the other one will therefore be responsible for the costs of the audit, except in the case of an irregularity raised during the audit, in which case the costs will be borne by the audited Party.

22 GENERAL PROVISIONS

22.1. Duty of precontractual information

22.1.1. The Parties expressly represent and agree that they have exchanged all information necessary and useful to express their respective consent.

22.1.2. Each of the Parties expressly states that it has informed the other of all the information necessary and decisive for the expression of its consent, and disposed of all information to that effect, including those which it considers to be due to it from the other Party.

22.1.3. The Parties expressly acknowledge that, to the best of their knowledge and after having exchanged on the subject matter of the Agreement, they have all information which is decisive for their consent.

22.2. Legal authorisations

22.2.1. The Parties undertake to obtain all the statutory and administrative authorisations required to perform this Agreement.

22.2.2. The Parties agree to cooperate to obtain any new statutory and administrative authorisations and for any modification of the authorisations already obtained.

22.2.3. Each Party agrees to obtain and maintain in force during the term of this Agreement its relevant statutory, regulatory, and administrative authorisations required in order to implement this Agreement.

22.2.4. Within the scope of the cooperation between the Parties, each Party undertakes to inform the other Party of any information concerning the industry-related law that may have an impact on the obligations provided for herein.

22.3. Assignment of the Agreement

22.3.1. This Agreement may not be assigned by a Party in whole or in part, whether or not for consideration, without the other Party's prior written consent. However, a Party may transfer all of its rights and obligations to a third party which has acquired all or a substantial part of its business assets by way of sale, merger, consolidation, reorganisation, or any other similar transaction, unless the purchaser is a direct competitor of the other Party. In this case, the prior express consent of the other Party is required.

22.4. Severability

22.4.1. If one or several provisions of this Agreement were to be held invalid or so declared by a law, a regulation or a final decision having res judicata effect rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect.

22.5. Manner of Giving Notice.

22.5.1. Legal notice shall be sent by letter with acknowledgment of receipt to the legal contact designated in the Order Form except if the relevant Article of the Agreement expressly states that the notice may be sent by email;

22.5.2. Invoicing related notice shall be sent by email to the email address of the accounting contact given in the Order Form.

22.5.3. Support services related notices shall be sent via email to the contact indicated in the article Support of the Appendix "GIREVE's Services Level", (or online notification through GIREVE Digital Portal) and in the Order Form.

23 STATUTE OF LIMITATIONS

Under penalty of foreclosure, the period for bringing an action against GIREVE shall be two (2) years from the date on which the Contracting Party bringing the action became aware of its damage.

24 ELECTRONIC SIGNATURE

The Parties agree that a qualified electronic signature expresses their consent for this Agreement to be legally binding to the Parties and to constitute proof in an equally valid manner as a paper document bearing a handwritten signature.

25 MODIFICATION

The Contracting Party, as the case may be, understands and acknowledges that GIREVE has the right to modify all or part of the GTC and Order Forms. GIREVE will inform the Contracting Party forty (40) calendar days in advance by e-mail or through the GIREVE Digital Portal. In the absence of any objection from the Contracting Party within this period, the changes will be deemed to have been accepted and will apply for the future. In the event of a dispute, the Contracting Party must contact GIREVE in order to find an amicable solution in the conditions provided at Article "Conciliation". Failing this, then, at GIREVE's discretion, either the old version of the GTC and Order Forms will continue apply or the Agreement will be terminated.

26 GOVERNING LAW

This Agreement shall be governed by French law. French law shall apply to both form and substance, notwithstanding the place of performance of the essential or ancillary obligations.

27 CONCILIATION

In the event of difficulties arising out of the performance of this Agreement, and prior to any legal actions, each Party agrees to designate two senior managers of its company for an amicable resolution of these difficulties. Such designated persons shall meet at the request of the most diligent Party within eight (8) days after receipt of the letter requesting a conciliation meeting. The agenda shall be set by the Party having requested the conciliation. Decisions made by mutual agreement shall have contractual value. This clause is legally severable from this Agreement. It shall continue to apply even if this Agreement is annulled, cancelled, terminated, or rescinded.

28 JURISDICTION

IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES THAT CANNOT BE RESOLVED BY THE CONCILIATION PROCEDURE DESCRIBED ABOVE, IT IS EXPRESSLY AGREED THAT THE COMMERCIAL COURT ("TRIBUNAL DE COMMERCE") OF PARIS (FRANCE) SHALL HAVE JURISDICTION, EVEN IN THE EVENT THERE IS MORE THAN ONE DEFENDANT OR IN CASE OF A THIRD-PARTY PROCEEDINGS.

29 LIST OF APPENDICES

Appendix 1: Gireve_Sales_CTR_General Terms and Conditions_1.0.0 - Appendix 1 Service Level_1.5.2_Restrict(Sales)_en

Appendix 2: Gireve_Sales_CTR_General Terms and Conditions_1.0.0 - Appendix 2 Protection of Personal Data_1.5.2_Restrict(Sales)_en

Appendix 3: Gireve_Sales_CTR_General Terms and Conditions_1.0.0 - Appendix 3 Tech, Orga, Security_1.5.2_Restrict(Sales)_en



Appendix 4: Gireve_Sales_CTR_General Terms and Conditions_1.0.0 - Appendix 4 Support Organisation_1.5.2_Restrict(Sales)_en.

SCHEDULE: DEROGATORY AMENDMENT

BETWEEN GIREVE AND THE CONTRACTING PARTY.

PREAMBLE

The Parties approved the GIREVE-General Terms and Conditions ("GTC") and its appendices, to which the present document is attached, as well as a/some Order Form(s) and Description Documentation (hereinafter together referred to as the "**Agreement**").

The Parties have agreed to amend some provisions of the Agreement and, therefore, agreed to establish the present amendment (hereinafter referred to as the "**Amendment**").

All capitalized terms used in this Amendment shall have the meaning set out in the GTC.

The Parties have consequently agreed upon the following.

ARTICLE 1 : PURPOSE

The purpose of the Amendment is to amend the terms of the Agreement in the manner set out below.

Terms of the Agreement which are not subject to any amendment by this Amendment remain unchanged and remain in full force during the term of the Agreement as amended.

ARTICLE 2 : CONTRACTUAL DOCUMENTS

The Amendment is constituted exclusively of this document. This Amendment is part of the Agreement. In the event of contradiction or conflict between the Agreement and the Amendment, the provisions of the latter will prevail.

ARTICLE 3 : EFFECTIVE DATE

The Amendment shall come into force retroactively on the same date as the GTC.

ARTICLE 4 : PROVISIONS MODIFIED BY THE AMENDMENT

The Parties agree to replace the provisions of Article [REDACTED], of the Agreement by the following provisions: "[REDACTED]".