

TERMS AND CONDITIONS

Access to data on the public electric vehicle charging infrastructure

1. General terms

These standard terms and conditions apply to the purchase of access to data on the public electric vehicle charging infrastructure and takes priority over the supplier's standard terms and conditions.

The data set shall comply with the requirements specification that has been set up in the announcement document and be in accordance with the suppliers offer.

2. Price

The price is specified in the suppliers offer.

Prices are exclusive of VAT, but inclusive of all forms of fees, charges, disbursement, etc.

3. Payment

Access to the data will be paid on a monthly basis.

4. Liability

The parties are liable for damages under the general rules of Danish law.

However, the parties are not liable for operating losses, loss of profits or other indirect losses, and each party's total liability under this contract is limited to the price of the program. These limitations of liability do not apply if liability is caused by acts or omissions of gross negligence or willful misconduct.

5. Rights

The customer gets access to the data set and a non-exclusive right to use the data as intended and described in the advertising material and does not get any other intellectual property

right or any other rights in connection with the software and the software product trademarks.

The supplier shall secure the necessary rights and permits for the customer to use the data. The supplier is responsible for ensuring that the customer's use of the software does not violate any third party rights, including ownership or intellectual property rights. The supplier shall indemnify the customer against any claim that may arise as a result of a violation of third-party rights.

6. Applicable law and jurisdiction

This contract is subject to Danish law.

In the event of disagreement between the parties in connection with this contract, the parties shall, with a positive, cooperative, and responsible attitude seek to initiate negotiations aimed at resolving the dispute. If necessary, negotiations shall be escalated to the highest level in the organizations of the parties.

If the parties are unable to reach a settlement by negotiation within 30 days of the first inquiry, on the request of a party, the dispute shall be attempted resolved by mediation led by a mediator appointed by the parties. If the parties have not reached an agreement on the choice of mediator within 10 working days after one of them has requested mediation, any of the parties may apply to the Danish Mediation Institute to appoint a mediator. Mediation shall be conducted in accordance with the rules for handling cases at the Danish Mediation Institute.

Mediation is initiated by one of the parties submitting a written request for mediation to the other party, copying in the Danish Mediation Institute. The mediator shall be

appointed within 8 working days after the Danish Mediation Institute has received a request for mediation. At a minimum, the parties are obliged to attend the first meeting called by the mediator. However, each of the parties is entitled to initiate legal proceedings if postponement thereof may lead to forfeiture, for example due to obsolescence.

If, after attempting mediation, the parties are unable to find a solution, each party may at its discretion, initiate litigation. The place of jurisdiction is the customer's domicile.

7. Warranty

Provided that any requirements concerning the customer's IT environment are satisfied, and that the customer provides the agreed participation, the supplier warrants that the software, maintenances services including upgrade and updates, if applicable, satisfy all requirements set in the advertising material and under the contract and good IT practice in the contract period. Should this not be the case, the supplier must, without any additional charge and within reasonable deliver what is required for the proper performance of the contract.