

Elbil – Chargetrip – EV Routing Improvement R&D Project Terms and Conditions

Article 1. Definitions

Agreement: these Terms and Conditions.

Chargetrip: Chargetrip B.V., organized under the laws of the Netherlands, having its principal place of business at Merwedeplein 4, 1078 ND Amsterdam, the Netherlands.

Chargetrip API: Chargetrip's GraphQL API for EV specific routing.

Chargetrip Platform: the services provided by Chargetrip, including the Chargetrip API, any future services added to the Chargetrip Platform and services of Third Party Suppliers.

Elbil - Chargetrip – EV Routing Improvement R&D Project: the project as described in Article 2 of this Agreement (the "**Project**").

ElbilAppen: the mobile membership's application of Norsk Elbilforening.

Geotab: Geotab Inc.

Geotab Dashboard and API: Geotab's software platform to which the Geotab Go Device transmits the collected Vehicle Data.

Geotab GO Device: The device developed by Geotab and used to collect the Vehicle Data for the purpose of the Project.

Moove: Moove Connected Mobility B.V. Official Geotab Reseller.

Norsk elbilforening: The Norwegian Electric Car Association.

Participant: user of the Registered Vehicle.

Personal Data: the Participant's information collected and used for the purpose of the Project, consisting of the Participant's name, address and phone number.

Registered Vehicle: the vehicle that has been registered by the Participant for participation in the Project.

Vehicle Data: the information obtained from the Registered Vehicle through the Geotab Go Device for the duration of the Project, consisting of:

1. The state of charge of the Registered Vehicle's battery;
2. The Registered Vehicle's location;
3. The Registered Vehicle's speed;
4. The Registered Vehicle's tire pressure;
5. The Registered Vehicle's identification;
6. The Registered Vehicle's odometer reading;
7. Whether the Registered Vehicle's is being charged.

Article 2. Purpose of this Agreement

1. Subject to the provision of this Agreement, the Participant will Participate in the Elbil - Chargetrip – EV Routing Improvement R&D Project (the "**Project**"). The Project aims to improve Chargetrip's EV routing predictions by better understanding energy consumption and individual driving styles by analyzing the Vehicle Data of the Participant's Registered Vehicle. The desired outcome of the Project is to better predict the range of each vehicle, provide better-optimized routes to end-users via the Chargetrip API, and improve Chargetrip's product offering.
2. To Participate in the Project, the Participant will connect the Geotab GO Device to the Registered Vehicle as per Chargetrip's instructions for the duration of this Agreement.

3. By entering into this agreement, the Participant warrants that it has all necessary rights and titles to use the Registered Vehicle for the purpose of the Project.
4. Chargetrip's EV routing is used in ElbilAppen. The participants will therefore benefit by receiving improved EV Routing in ElbilAppen. The participants will also receive a consolidated report of their Registered Vehicle's energy consumption. Chargetrip will solely share the data contained in the report with the Participant, and it will not contain any of the other Participants' Personal Data. Chargetrip does not guarantee the delivery of the consolidated report.

Article 3. Term

5. This Agreement will commence after the Participant completes the signup procedure pursuant to Article 7 of this Agreement and agrees to the provisions of this Agreement by means of a separate declaration/opt-in checkbox. The term for the Project is 6 (six) months and ends without a notification required on 31 August 2022.
6. In coordination with the Participant and Norsk Elbilforening, and with the approval of the Participant, the term of the Project can be extended. In that event, an addendum to this Agreement will describe the term.

Article 4. Geotab Go Device

7. Chargetrip shall retain all legal and beneficial titles to the Geotab GO Device and all other material provided to the Participant for the purpose of the Project. The Geotab GO Device will be distributed to the Participant at the Participant's home address as provided by the Participant at the signup procedure. After completion of the term of this Agreement, the Participant will return the Geotab GO Device to Norsk Elbilforening. Chargetrip and Norsk Elbilforening will provide the Participant with a shipping carton to return the Geotab GO Device. Chargetrip will cover any associated shipping fees.

Article 5. Privacy

8. All Personal Data and Vehicle Data will be carefully handled. Where applicable, Chargetrip complies with all legal requirements (among which the legal requirements pursuant to the General Data Protection Regulation (the "GDPR")). The responsible entity for the data processing is Chargetrip B.V.
9. Chargetrip will in accordance with Article 6 (a), (b) and (f) of the GDPR process the Vehicle Data and Personal Data for the following purposes: a) to allow Chargetrip to analyze the Vehicle Data for purpose of the Project (as described in Article 2 of this Agreement); b) to enable Chargetrip to contact the Participant and c) with the Participants express consent.
10. Geotab and Moove will receive the Vehicle Data from the Geotab GO Device and transfer this data to Chargetrip. Geotab and Moove process the Vehicle Data in accordance with the instructions administered by Chargetrip. Geotab and Moove are permitted to store anonymized and aggregated Vehicle Data in compliance with GDPR.

11. Norsk Elbilforening will process Personal Data for the sole purpose of distributing the Geotab GO Devices to the Participants in accordance with the instructions administered by Chargetrip.
12. All Personal Data and Vehicle Data acquired for the purpose of the Project shall be fully anonymized after the term of this Agreement.
13. The Participant may view, correct, erase or restrict the processing of its Personal Data. The Participant also has the right to object to processing and to have its Personal Data transferred. A request can be made for this via the following email address: privacy@chargetrip.com. The Participant also has the right to lodge a complaint with a supervisory authority.
14. If the Participant wishes that Chargetrip (temporarily) stops collecting Vehicle Data, the Geotab GO Device may be removed/disconnected for the Registered Vehicle and inform Chargetrip via connect@chargetrip.com. If the Participant no longer wishes to participate in the Project, the Geotab GO Device will be returned to Norsk elbilforening in accordance with Article 4 of this Agreement.
15. In order to participate in the Project Participant has, by means of a separate declaration/opt-in checkbox, expressly consented to the processing of its Vehicle Data and Personal Data by Chargetrip, Geotab, Moove and Norsk Elbilforening for the purposes set out in this Agreement.

Article 6. Liability

16. In no event shall Chargetrip be liable - either due to a contract, wrongful act (including, in any event, negligence), improper representation (other than deceptive representation), non-compliance with a legal obligation or otherwise due to this Agreement - for any damage (including costs, any loss of profit, loss of expected savings, revenue, business, loss or corruption of data, operating loss, loss of goodwill, loss due to delay, or any direct, indirect or consequential damage of any nature (including damage to the Registered Vehicle and/or the Geotab GO Device)), which damage has been caused directly or indirectly by or is in any way related to: (a) the use of the Geotab GO Device; (b) shortcomings, interruptions or defects in the Geotab GO Device; (c) actions by third parties; (d) Chargetrip's use of (privacy-sensitive) data provided or obtained (from the Participant and/or from third parties) in the context of this Agreement; (e) violation of applicable legislation and regulations; (f) the Participant's non-fulfilment of any obligation pursuant to this Agreement; unless the damage was caused as a direct result of intent or gross negligence on the part of Chargetrip.

Article 7. Chargetrip Registration

17. To participate in the Project, the Participant will have to register at <https://tally.so/r/3xR8rn>. Chargetrip will use the data provided by the Participant, including Personal Data, to establish whether a respondent is suitable to participate in the Project.

Article 8. Governing Law; Exclusive Forum

18. The Agreements and all related disputes will be governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded and shall not govern the Agreements or any subsequent agreement between the parties. Each party agrees to submit any dispute to the exclusive jurisdiction of the court of Amsterdam.