



OPEN CHARGE ALLIANCE PARTICIPANTS AGREEMENT

This Participants Agreement (“**Agreement**”) is made by and between the participant (*aangeslotene*) indicated in the signature block below (“**Participant**”) and the Stichting Open Charge Alliance (“**Alliance**” or “**OCA**”).

WHEREAS, Participant wishes to accede as a participant to the Alliance; and

WHEREAS, Participant and Alliance wish to promote the objectives of the Alliance as expressed in the Articles (as defined hereinafter) and/or the OCA Policies and Procedures (as defined in the Articles);

NOW, THEREFORE, Participant and Alliance agree as follows:

1a. **Participant.** Participant shall be assigned to and acknowledged by the OCA Board as one of the classes of participants as included in the articles of association of the Alliance (the “**Articles**”). Participant shall appoint a designated contact to represent Participant in Alliance matters. The initial contact will be as indicated in the signature block to this Agreement. Participant may change such designated representative from time to time upon written notice to the Alliance.

1b. In this Agreement under Participant is included its **Affiliates**. An “Affiliate” in the meaning of this Agreement is defined as an entity that directly or indirectly, controls, is controlled by, or is under common control with the Participant. For the purposes of this definition, the term “control” means the ownership, directly or indirectly, of more than fifty percent (50%) of the capital stock (or other ownership interest, if not a corporation) of an entity, representing the right to make decisions for the subject entity.

2. **Participant Obligations.** Participant hereby agrees to comply with all rules, policies, and procedures set forth in the OCA Policies and Procedures. Obligations of this agreement shall apply to the Participant and its Affiliates.

3. **Annual fee.** Participant hereby agrees to pay an annual fee for participating in the Alliance, as determined by the OCA Board and communicated to Participants and to the public, in accordance with the articles of association of the Alliance.

4. **Intellectual Property Rights.** Participant hereby agrees to the terms and conditions of the intellectual property rights policy attached hereto as Exhibit A (“**Intellectual Property Rights Policy**”).



5. **Antitrust.** Participant hereby agrees to abide by all applicable antitrust and anticompetitive legislation governing the relevant jurisdiction where the Participant conducts business.

6. Term and Termination

(a) **Term.** The term of this Agreement will commence upon acceptance of Participant's application to accede to the Alliance in accordance with the Articles and/or the OCA Policies and Procedures, and continue for an initial term of 12 months. Participant may renew its participation thereafter subject to the policies (including any requirements to pay dues) established by the Alliance in accordance with the Articles and/or the OCA Policies and Procedures.

Notwithstanding the foregoing, the term of this Agreement will terminate upon termination of Participant's participation (whether via withdrawal or termination) in accordance with the Articles and/or the OCA Policies and Procedures.

(b) **Survival of Terms.** Upon expiration or termination of a Participant's status as a Participant: (i) the terms of Sections 5-13 of this Agreement shall survive any termination; and (ii) survival of terms of the Intellectual Property Rights Policy will be as set forth therein..

(c) **Modification of this Agreement.** Alliance may modify this Agreement (including without limitation the Intellectual Property Rights Policy) from time to time in accordance with the Articles and/or the OCA Policies and Procedures, upon no less than 30 days written notice. If Participant does not wish to continue to abide by the revised policies as included in the modified Agreement, Participant may at its option withdraw its participation. Such withdrawal will entitle Participant to a pro-rate refund of the Annual fee.

7. **Disclaimer of Warranties.** ANY SPECIFICATIONS, CONTRIBUTIONS, OR ANY OTHER MATERIALS OR INFORMATION PROVIDED TO THE ALLIANCE OR ANY PARTICIPANT ARE PROVIDED "AS IS." EACH PARTY HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EACH PARTY WAIVES ITS RIGHT TO MAKE ANY CLAIM BASED ON OR PURSUANT TO INFORMATION PROVIDED OR TO BE PROVIDED TO THE ALLIANCE OR ANY PARTICIPANT UNDER OR IN CONNECTION WITH THIS AGREEMENT.

8. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Notices.** Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) one (1) business day after deposit with a national overnight courier, provided that such overnight delivery is received by the sender, in each case addressed to the following:



If to Participant, at the address identified on the signature page of this Agreement.

If to the Alliance:

Open Charge Alliance

Utrechtseweg 310, Office Building B42, 6812 AR Arnhem

The Netherlands

or to such other individual or address as may be specified by either party hereto upon notice given to the other.

10. Binding Nature and Assignment. This Agreement shall be binding on the parties and their successors and assignees. Participant may not assign or otherwise transfer its rights or obligations hereunder except as approved by the Alliance in accordance with the Articles and/or the OCA Policies and Procedures or an assignment or transfer to a Subsidiary. Any assignment or transfer or attempted assignment or transfer by Participant in violation of the terms of this Section shall be null and void.

The rights granted by any Participant hereto to the Alliance, which are stipulated also in the interest of any other present or future Participant, are third party beneficiary rights granted in favor of such Participants, which are hereby accepted on behalf of such Participant by the Alliance.

11. Authority. Each party hereby represents that it has sufficient authority to execute this Agreement. Participant hereby represents that it has the authority to bind its Affiliates, or to cause its Affiliates to be bound, to the extent required under the terms of this Agreement.

12. Severability. In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable, it shall be interpreted to extend only to the maximum extent enforceable, and the parties shall negotiate in good faith to replace it, in a manner applicable to all Participants of the Alliance, with a provision that as nearly as possible represents the intent of the parties.

13. General Terms. This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venture of the other. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Agreement will be governed by the laws of the **The Netherlands**, without regard to its conflict of laws principles.

14. Dispute Resolution. Except as otherwise provided in this Agreement, all disputes arising out of or in connection with this Agreement which cannot be settled amicably, shall be finally decided under the Rules of Arbitration of the World Intellectual Property Organization (WIPO) in effect on the date of commencement of the arbitration.

The arbitral tribunal shall consist of one (1) arbitrator, unless the amount of claims as specified by the claimant does exceed EUR 1,000,000 (one million euro) in which case three arbitrators, appointed according to article 17 of the WIPO Rules of Arbitration, should decide. The place of arbitration shall be Amsterdam, the Netherlands. Any hearings shall take place in Amsterdam or



such venue as the arbitrators will deem fit. The language of proceedings shall be English. The award may be confirmed and enforced in any court of competent jurisdiction.

The costs of arbitration, including the fees and expenses of the arbitrator(s) and the cost incurred by the successful party for preparing and presenting its case shall be borne by the unsuccessful party unless the arbitration award provides otherwise.

All non Intellectual Property related disputes arising out of or in connection with this Agreement which cannot be settled amicably, shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce, by one or three arbitrators appointed pursuant to the said rules. Any such Arbitration will take place in Amsterdam, the Netherlands.



SIGNATURE PAGE FOR OPEN CHARGE ALLIANCE PARTICIPANTS AGREEMENT

Participant entity name: _____

Signed: _____

Title: _____

Date: _____

Representative: _____

Contact Information: _____

Open Charge Alliance (Stichting)

Signed: _____

Title: _____

Date: _____

Please fill in for administration purposes:

Company address: _____

Country: _____

Company telephone number: _____

Website: _____

VAT number: _____

Participant category (see table below): _____

Participant fee (only adopter & implementer): _____

Participant Category	Description	Participation Fee (2015) (All values are in € and will be billed at local rates)	
		Revenue	Annual Fee
Adopter	An organization that deploys EV charging networks utilizing OCA Standards (e.g., OCPP). Including energy grid owners/operators	< 1M	€900
		1M < 10M	€2.250
		10M < 50M	€4.500
		50M+	€7.530
Implementer	A vendor that offers hardware and/or software products that implement the OCA Standards, or that offers technical services in support of such vendors.	< 1M	€900
		1M < 10M	€2.250
		10M < 50M	€4.500
		50M+	€7.530
Individual	An individual who has a professional interest in the development, distribution, installation, maintenance, or use of the OCA Standards.	€270	
Institutional	An organization with an institutional interest in OCPP (other than Adopters or Implementers), e.g. research or consulting groups, laboratories, regulatory bodies, universities	€900	
Liaison	A standard setting or defining organization (SSO, SDO) or other organization that has a supportive interest in OCA Standards and does not belong to the other participant categories.	free	



EXHIBIT A to
OPEN CHARGE ALLIANCE
PARTICIPANTS AGREEMENT

INTELLECTUAL PROPERTY RIGHTS POLICY

This Intellectual Property Rights Policy is intended to maximize widespread adoption of Specifications by interested third parties. Any interpretation of this policy shall be in accordance with such intention.

1. **Definitions.** As used herein, the following terms will have the following meanings. Capitalized terms used in this Exhibit and not defined herein will be as defined in the Participants Agreement to which this policy is attached.

“**Adopted Specification**” means a Specification that has been adopted by the Alliance pursuant to the Articles and/or the OCA Policies and Procedures.

“**Fully Comply**” means products or technology that meet all mandatory portions of the applicable Adopted Specification. If an Adopted Specification contains optional components, and the product or technology incorporates the functionality of the optional components, then the products or technology must also meet the optional specifications of such Adopted Specification.

“**Interoperability Event**” means a meeting of Alliance Participants scheduled and convened in accordance with the OCA Policies and Procedures for the purpose of testing and discussing the interoperability of Participants’ and possibly third-party reference implementations of OCA Standards. Any meeting intended to be an Interoperability Event shall be expressly designated as such in the agenda of such meeting.

“**Necessary Claims**” means those claims of all issued patents anywhere in the world that would, absent a license thereof, be infringed by the making, using, selling offering for sale, importation, or other exploitation of a product or technology that Fully Complies with an Adopted Specification, where such infringement could not have been avoided by another commercially reasonable non-infringing implementation of such Specification, as applicable, and such infringement is necessary to meet the requirements of the Specification. Necessary Claims shall not include any claims of any patents or patent applications covering any enabling technologies that are used in the manufacture of products that comply with the Proposed Specifications and/or Adopted Specifications, but are not expressly designated in Adopted Specifications (e.g., semiconductor technology, compiler technology, object oriented technology, basic operating system technology, and underlying communications protocol stacks).

“**Proposed Specification**” means a draft Specification (or any additions or modifications to an Adopted Specification) that is approved by a Working Group and recommended for adoption as specified by the Articles and/or the OCA Policies and Procedures.



“**Specifications**” means Proposed Specifications or Adopted Specifications, as the context requires.

“**Task Group**” means a sub-group of a Working Group (as defined below), constituted in accordance with the Articles and/or the OCA Policies and Procedures.

“**Working Group**” means a working group of the Alliance, constituted in accordance with the Articles and/or the OCA Policies and Procedures.

2. **Contributions.** Any copyrightable material that is provided by Participant (including by or through Participant’s representative, and including as part of any Working Group or Task Group) (such material, a “**Contribution**”) will be subject to the following licenses:

(a) Participant hereby grants to the Alliance the non-exclusive, worldwide, royalty-free, irrevocable right to use, copy and modify each Contribution, in whole or in part, for the lifetime of copyright and insofar as possible in perpetuity, prior to Adoption of the applicable Specification. Such rights, together with all Contributions by all the other Participants, will be sub-licensable by the Alliance to the Participants;

(b) Participant hereby grants to the Alliance the non-exclusive, worldwide, royalty-free, irrevocable right to use, copy, modify, distribute, perform and display the Contribution, in whole or in part, for the lifetime of copyright and insofar as possible in perpetuity, after Adoption of the applicable Specification. Such rights, together with all Contributions by all the other Participants, will be sub-licensable by the Alliance to the Participants.

Participant agrees and acknowledges that the Alliance may distribute Specifications with a single copyright notice of the Alliance, and that the Alliance will not be obligated to retain any proprietary notices of Participant on any Specification. Participant unconditionally and irrevocably waives, insofar as legally possible, (the execution of claims based on) any moral rights of any nature in or in relation to any Contribution(s).

Participant represents and warrants that it owns or controls the copyright to the Contribution(s) and any part thereof and has the right to make the grant of rights stipulated in this article.

Participant represents and warrants that, to the best of their knowledge, the provided Contribution(s) will not infringe third party intellectual property rights.

3. **Confidentiality.** Any information, including but not limited to Contribution(s) that Participant submits or discloses to the Alliance, including but not limited to any committee, Working Group or Task Group thereof, shall be treated as non-confidential, regardless of whether it is marked confidential or proprietary.

Notwithstanding the preceding paragraph, all Participants choosing to participate in an Interoperability Event shall be required in advance to sign a Non- Disclosure Agreement regarding that specific Interoperability Event. In this Non- Disclosure Agreement the provisions concerning confidentiality for that specific Interoperability Event will be set forth.

4. **Disclosure of Necessary Claims.** As soon as reasonably possible, and in any event prior to the scheduled vote for Adoption of the Proposed Specification in accordance with the Articles and/or the OCA Policies and Procedures, Participant shall disclose to the Alliance (a) whether Participant or its Affiliates have any Necessary Claims reasonably known to the individuals who represents the Participant, which may be necessary to the applicable Proposed Specifications; and (b) whether individual who represents the Participant has actual knowledge of any Necessary Claims



owned by any other party (provided, for avoidance of doubt, that no duty of investigation will be implied as to the disclosure obligation under this Section 4.

5. **Non assert.** Participants hereby agrees that Participant and its Affiliates will not assert, directly and indirectly, any cause of action based, in whole or part, upon purported IPR infringement by the Alliance, or its others Participants their Affiliates, direct or indirect customers and subcontractors, of any of Participant Necessary Claims in the implementation of a compliant implementation of an Approved Specification, as a result of manufacture, subcontracted manufacture, or use by the Alliance or its others participants.

6. **Trademarks.** The Alliance may adopt trademarks and apply for trademark registrations related to the Alliance or Adopted Specifications, and set policies or terms and conditions for use thereof, from time to time, in accordance with the Articles and/or the OCA Policies and Procedures. Such policies, and terms and conditions will be deemed incorporated into this policy upon adoption by the Alliance. Participant shall not (attempt to) register in any way any trademark, trade name, logo, domain name or product or service name which may infringe such as adopted by the Alliance or Adopted Specifications.

7. **Effect of Termination or Withdrawal.** If Participant withdraws its participation in the Alliance, or if Participant's participation is terminated, then the obligations (a) as stated in the Non assert clause and (b) to disclose Necessary Claims, which obligations accrue prior to such withdrawal or termination, will survive.