

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and ChargePoint, Inc., a Corporation, with its principal place of business at 254 E. Hacienda Ave, Campbell, CA 95008-6617, hereinafter referred to as the “Vendor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional product and technical support contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional product and technical support contracting services and is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for the product and technical support as set forth in this Agreement;
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. VENDOR INFORMATION:

Vendor’s Name: _____

Address: _____

City: _____ State: ____ Zip: _____

Business Phone: _____ Fax No. _____

Other Contact Number: _____

Business License Number: _____

Federal Tax I.D. Number: _____

2. VENDOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
 - B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
 - C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
 - D. The term of this Agreement shall be from _____, **2025 to June 30th, 2028** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.
 - E. Future Purchases and Purchase Orders.
 - a. Future Purchases: The City may purchase additional goods from the Vendor based on future quotes provided by the Vendor. Such purchases will be governed by the terms of this Agreement unless both parties agree otherwise in writing
 - b. Purchase Orders: Future quotes, once accepted by the City, will serve as purchase orders and become binding under this Agreement. These purchase orders will outline the agreed pricing, descriptions, quantities, delivery requirements, and any special terms related to the goods being purchased.
 - c. Governance of Terms: In the event of any conflict between the terms of this Agreement and the terms specified in the purchase order, the terms of this Agreement shall govern, except where the purchase order provides additional detail or specificity not addressed herein.
 - F. Termination Rights. Notwithstanding any provision to the contrary in the MSSA or other appended documents, the City's right to terminate this Agreement for cause or convenience, as specified in this Agreement and Exhibit C, shall prevail over any conflicting termination or refund provisions in the MSSA.
3. **STANDARD TERMS AND CONDITIONS:**
- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.

- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: _____ .
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.
- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this

Agreement are employees of City and should be registered with the CalPERS as employees of City.

- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City’s employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of

bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:

- \$1,000,000 per occurrence for bodily injury and property damage
- \$1,000,000 per occurrence for personal and advertising injury
- \$2,000,000 aggregate for products and completed operations
- \$2,000,000 general aggregate

b. Automobile Liability

- \$1,000,000 per accident for bodily injury and property damage

c. Employer's Liability (Worker's Compensation)

- \$1,000,000 each accident for bodily injury
- \$1,000,000 disease each employee
- \$1,000,000 disease policy limit

d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:

- The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
 2. Additional Insured endorsement for auto liability coverage
 3. Waiver of Subrogation for workers compensation coverage
- R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall

become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

- S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- T. Termination. The following clauses apply:
1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.
 2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
 3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.
 4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any

sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.

- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

ChargePoint, Inc.
254 E. Hacienda Ave
Campbell, CA 95008-6617
Attn: _____

City:

City of Moreno Valley
14177 Frederick Street, Suite 2
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Electric Utility Division Manager – Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.

- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.
- CC. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by Vendor for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. Vendor shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event Vendor violates or breaches terms of the Agreement.
 2. City may terminate the Agreement for cause or for convenience, and Vendor may terminate the Agreement, as provided the General Conditions.
 3. Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by City and/or subcontracts in excess of \$10,000 entered into by Vendor.)
 4. Vendor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
 5. Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
 6. Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. Vendor shall observe City requirements and regulations pertaining to reporting included in the General Conditions.
 8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the City.
 9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the City. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
 10. Vendor shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 11. Vendor shall retain all required records for three years after City makes final payments and all other pending matters relating to the Agreement are closed.
 12. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
 13. Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

4. **PURCHASE, SALE, AND DELIVERY OF GOODS:**

This Agreement includes provisions for the sale and delivery of goods in conjunction with the services provided herein. The City (the 'Buyer') and the Vendor (the 'Seller') agree to the following terms for these transactions:

- A. Description of Goods: The specific goods to be sold and delivered under this Agreement shall be as described in Exhibit "D" or, for future transactions, as specified in the Vendor's purchase order, which, once accepted by the City, shall be binding and incorporated into this Agreement by reference.
- B. Obligation to Sell and Purchase: Seller agrees to sell, and Buyer agrees to purchase, the goods described in Exhibit "D" or the Vendor's purchase order pursuant to the terms and conditions set forth in this Agreement.
- C. Delivery and Inspection: Seller shall deliver the goods to Buyer's designated location as specified in this Agreement. Buyer shall have the right to inspect the goods upon delivery to ensure they conform to the agreed specifications. Any discrepancies or defects must be reported to Seller within thirty (30) business days of delivery, after which Buyer shall be deemed to have accepted the goods.
- D. Payment: Payment for the goods shall be made by Buyer to Seller upon the satisfactory delivery and acceptance of the goods, at the price and in the manner specified in Exhibit "C" of this Agreement.
- E. Risk of Loss: The risk of loss or damage to the goods shall pass from Seller to Buyer upon delivery and acceptance of the goods by Buyer.
- F. Warranties: Seller warrants that the goods supplied under this Agreement shall be free from defects in material and workmanship and shall conform to the specifications described in Exhibit "D" or the Vendor's purchase order. Should any of the goods fail to meet these warranties, Seller shall, at Buyer's option, replace the defective goods or refund the purchase price for such goods.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Name of Vendor

BY: _____

BY: _____

City Manager

TITLE: _____

(President or Vice President)

Date

BY: _____

TITLE: _____

(Corporate Secretary)

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

EXHIBIT A

VENDOR SCOPE OF SERVICES

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Case Hyatt
E-Mail: case.hyatt@chargepoint.com
Telephone:

Quote Number: Q-445348-2
Date: 1/3/2025
Expires On: 3/1/2025
Approved Payment Term: Net 30

Primary Contact: Jason Niccoli

Bill To Address

City of Moreno Valley
14177 Frederick St
Moreno Valley California 92553-9036
United States

Ship To Address

City of Moreno Valley
14177 Frederick St
Moreno Valley California 92553-9036
United States

Product Name	Product Description	Qty	Total Price
Express 250 Bundle (Shipping before Dec 2nd ONLY)	This Express CPE250 bundle contains the 250, service plans, and assure maintenance plans.	1	USD 0.00
CPE250C-625-CCS1-200A-CHD	ChargePoint Express 250 Station, NA, DC Station, 62.5 kW, 2x Power Module, 1x CCS1 200A cable, 1x CHAdeMO 140A cable, ChargePoint Signage, 254mm (10") Touch Display, Contactless credit card and RFID reader, Cellular/Wifi, UL Listed, 2 year Parts Warranty	1	USD 29,062.50
CPE250-TOOLKIT-F	CPE250 Tool Kit	1	USD 0.00
DC-UNIVERSAL-CMT-METRIC	Required metal bracket to align conduits and mounting bolts for DC power delivery products when cable entrance is from below. This bracket is to be installed into the foundation before the concrete pad is poured. Metric Units. Required for CPE250, CPE280 and Power Link series.	1	USD 0.00
CPCLD-COMMERCIAL-DC-5	5yr Prepaid, DC, Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	1	USD 3,915.00



Product Name	Product Description	Qty	Total Price
CPSUPPORT-ACTIVE	ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and reliable deployment experience. Priced per station.	1	USD 349.00
CPE250-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	1	USD 13,650.00
CPE250-COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.	1	USD 1,230.00
CT4000 Bundle	This bundle contains all stations, service plans, site validations, and assure maintenance plans.	1	USD 0.00
CT4011-GW1	Single Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	5	USD 21,292.50
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	5	USD 475.00
CPCLD-COMMERCIAL-5	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	5	USD 8,200.00
CPSUPPORT-ACTIVE	ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and reliable deployment experience. Priced per station.	5	USD 1,745.00



Product Name	Product Description	Qty	Total Price
CT4000-ASSURE5	5 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	5	USD 12,000.00

Quote Total:	USD 91,919.00
Discount:	USD 5,945.00
Estimated Tax:	USD 6,448.00
Shipping Fee:	USD 1,500.00
Grand Total:	USD 99,867.00

Quote Acceptance

- + Invoices are due and payable as per agreed payment terms.
 - + Each Assure and Cloud Plan subscription will commence ninety (90) days from invoice date.
 - + Customer to be invoiced at time of shipment.
 - + All prices are FCA ChargePoint warehouse(s).
 - + Sales tax in applicable states and shipping costs will be applied at time of invoicing.
 - + Pricing does not include installation or mounting services unless specifically quoted above.
 - + Customer confirms that the shipping and billing information provided in this Quotation is accurate for ChargePoint's shipping and invoicing purposes.
 - + The following ChargePoint terms and conditions are incorporated in this Quotation by reference in their entirety: (i) ChargePoint Master Services and Subscription Agreement found at [ChargePoint Master Services and Subscription Agreement | ChargePoint](#) ; (ii) ChargePoint Terms and Conditions of Purchase found at [ChargePoint Terms and Conditions | ChargePoint](#) ;(iii) ChargePoint Support Services Terms and Conditions found at: <https://www.chargepoint.com/legal/support-services/> ; and (iv) ChargePoint Deployment and Consulting Services Terms and Conditions found at <https://www.chargepoint.com/legal/deployment-consulting-services/>
 - + ChargePoint's sale of products/services is expressly conditioned on Customer's acceptance of ChargePoint terms and conditions stated or referenced in this Quotation. Any conflicting or inconsistent terms stated or referenced in any Customer purchase order or any such document are excluded and will not be binding and notice of objection to them is hereby given.
 - + This signed Quotation will act as a purchase order for the products/services detailed above and creates a binding contract between ChargePoint and Customer.
- The above terms govern this Quotation unless Customer has separate written agreement(s) executed by Customer and ChargePoint to govern the products/services referenced in this Quotation.



By signing this Quotation, I hereby acknowledge that I am an authorized signatory and have read and agree to all the terms and conditions of this Quotation.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (“SUBSCRIBER”) AND THE APPLICABLE CHARGEPOINT ENTITY OR ENTITIES (“CPI”) WHICH CAN BE FOUND IN SECTION 11.4 BELOW. PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber’s Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
- (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 “APIs” means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 “ChargePoint Connections” shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 **“ChargePoint®”** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 **“ChargePoint Services”** means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 **“ChargePoint Application”** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 **“Charging Station”** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 **“Content”** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 **“CPI Marks”** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 **“CPI Property”** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 **“Documentation”** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 **“Effective Date”** means the earliest of (a) the effective date of Subscriber’s initial quote for the ChargePoint Station and/or ChargePoint Services associated with this Agreement; (b) the date that Subscriber electronically accepts this Agreement, or (c) the date of Subscriber’s first use of the ChargePoint Services.

2.13 **“Intellectual Property Rights”** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 **“Malicious Code”** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 **“Party”** means each of CPI and Subscriber.

2.16 **“PII”** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 **“Provisioning”** means activating Charging Stations, warranties and Cloud Plans on ChargePoint.

2.18 **“Rights”** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights

Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 *"Cloud Plan(s)"* means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing. Each Cloud Plan may be referred to as a "Subscription".

2.20 *"Subscriber Content and Services"* means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 *"Subscriber Marks"* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 *"Subscription Fees"* means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 *"Taxes"* shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 *"User"* means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) use or permit use, by an act or omission, ChargePoint's trademarks or other intellectual property in any manner that degrades, disparages or reflects adversely on ChargePoint or its business or reputation or that would be detrimental to the ChargePoint trademarks or their associated goodwill;

(j) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(k) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(l) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(m) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(n) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States, Canada, or of any other jurisdiction; or

(o) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. If Subscriber is invoiced for the Services, Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars (or, if Subscriber is located in Canada, Canadian Dollars) by check, wire transfer, ACH payment system or other means approved by CPI or if applicable, as described in CPI's credit card policy. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS.** Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI; or

(vi) on any Charging Station that, after ten (10) days' written notice from ChargePoint, continues to malfunction or is otherwise improperly maintained in a manner that ChargePoint reasonably determines reflects poorly on ChargePoint or is likely to cause harm to ChargePoint's brand, reputation or business. If any Charging Station continues to malfunction or is otherwise improperly maintained as such, in addition to any other remedies available to it under this Agreement or under applicable law, ChargePoint shall have the right to have the Charging Station not discoverable or visible by the general public, including but not limited to ChargePoint account holders, on any interface (e.g., mobile application) that accesses the ChargePoint Network.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **REMOVAL OF CPI MARKS FROM SUBSCRIBER CHARGING STATIONS.** If at any time Subscriber fails to comply with any of the prohibitions set forth in Section 7.5(b) or any restrictions set forth in Section 5.4, ChargePoint shall have the right, in addition to any other remedies available to it under this Agreement or under applicable law, upon five (5) days' written notice to Subscriber, to itself or through a third-party representative, without notice to or additional permission from Subscriber, enter Subscriber's premises for the purpose of removing or covering any or all CPI Marks, which may include covering the Subscriber Charging Station in its entirety.

(e) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER

WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES

GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on ninety (90) days from the date the subscription plan is invoiced. Upon expiration of the original term, this Agreement will renew automatically for the successive term originally purchased at the list price applicable thereto, subject to increases and Subscriber's right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days' written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Notwithstanding the foregoing, there shall no pro-rata refunds allowed on automatic renewals for plans of multiple years. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms. If Subscriber has elected or is required, as the case may be, to pay by credit card as provided in this Agreement or if applicable, as described in CPI's credit card policy, the renewal will be charged to Subscriber's payment method (credit card) on file, which may include any payment method automatically updated by Subscriber's issuing bank. If Subscriber's credit card is declined, invalid, or payment is not made by the issuer of Subscriber's credit card on Subscriber's Subscription Date, without further notice CPI reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION. The ChargePoint entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement,

the governing law, and place of jurisdiction, shall be determined according to where the Subscriber is domiciled:

If Subscriber is domiciled in:	The CPI Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Subscriber’s violation of the intellectual property rights of CPI, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

11.5 NOTICE REGARDING CLAIMS TO REGULATORY COMPLIANCE MECHANISMS. The use of certain ChargePoint Charging Stations may be eligible to generate clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances,

renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively (“Regulatory Compliance Mechanisms”), used to comply with applicable federal, state, provincial, international or regional emissions, low-carbon fuel, and/or renewable fuel compliance programs. CPI and Subscriber may be eligible to claim title to Regulatory Compliance Mechanisms, however, only one Party can claim title. Should Subscriber choose to claim regulatory title, assuming Subscriber may be eligible to do so, Subscriber must opt-in to the applicable program and fulfill all ongoing administrative and reporting obligations required of program participants, including recurring verification and/or auditing requirements. CPI intends to claim title to applicable Regulatory Compliance Mechanisms, assuming CPI may be eligible to do so; however, CPI will not claim title to specific Regulatory Compliance Mechanisms that Subscriber has opted to claim. Subscriber agrees that it will provide CPI with written notice of its intent to claim specific Regulatory Compliance Mechanisms within ten (10) days of the Effective Date. If Subscriber does not currently intend to claim regulatory title, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim title to Regulatory Compliance Mechanisms resulting from the use of ChargePoint Charging Stations thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any Regulatory Compliance Mechanisms and hereby designates that right to CPI. All notices shall be provided by email to CPI at lcfnotification@chargepoint.com.

11.6 NOTICE REGARDING RIN DATA. For Subscriber’s located in the United States, CPI will participate in an application to the U.S. Environmental Protection Agency (“EPA”) to permit vehicle charging data (“Charging Data”) collected by CPI from centrally networked charging stations to be utilized in a process to generate Renewable Identification Numbers (“RIN”) under the Renewable Fuel Standard. CPI must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the “RIN Data”) for the purposes of RIN generation. Subscriber confirms that it will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between Subscriber and CPI, CPI has the exclusive right to use the RIN Data for the purpose of RIN generation.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber’s ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective

successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:

1.1 “CPI Fees” means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 “Net Session Fees” means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 “Session” or “Charging Session” means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 “Session Fees” means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. Unless directed otherwise by Subscriber in writing (email will be sufficient) or electronic form, CPI will remit Net Session Fees to Subscriber, not less than monthly , provided that the amount due to Subscriber hereunder is at least fifty U.S. dollars (50) (or, if Subscriber is located in Canada fifty Canadian dollars). Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually, unless directed otherwise by Subscriber in writing (email will be sufficient) or electronic form, and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by electronic payment. In order to facilitate such payments, Subscriber agrees to maintain Subscriber's current bank information, into Subscriber's ChargePoint Services (customer facing portal), to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than electronic payment (e.g., check), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax-inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable Taxes assessable based on Charging Sessions whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **“API Implementation”** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **“API Documentation”** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **“CPI Site Terms”** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Cloud Plan, and Subscriber’s particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Terms”). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 **“Rights Grantor”** means Subscriber.

1.2 **“Rights Grantee”** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. **TERMS.** This Section governs Subscriber’s granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

CHARGEPOINT API SERVICES TERMS AND CONDITIONS

1. Services. These ChargePoint API Services Terms and Conditions (the “**API General Terms**”) apply to the provision of services by ChargePoint, Inc. (“**ChargePoint**”) in connection with the implementation and integration of ChargePoint Technology (defined below) with systems operated by a ChargePoint customer (“**Customer**”). The ChargePoint API Onboarding Services Terms and Conditions (defined below) govern the provision of API Onboarding Services (defined below) by ChargePoint to Customer. The ChargePoint API Support Terms and Conditions (defined below) govern the provision of API Support (defined below) by ChargePoint to Customer. The scope of these API General Terms is limited to API Onboarding Services and API Support (collectively, the “**API Services**”) and does not include other services (e.g., ChargePoint Cloud Plans) offered by ChargePoint.

2. Warranty; Other Disclaimers. ChargePoint will use commercially reasonable efforts to provide the following services in a professional manner to Customer: (a) the API Onboarding Services pursuant to the ChargePoint API Onboarding Services Terms and Conditions, and/or (b) API Support pursuant to the ChargePoint API Support Terms and Conditions. THIS IS THE FULL EXTENT OF WARRANTIES PROVIDED UNDER THE CHARGEPOINT API ONBOARDING SERVICES TERMS AND CONDITIONS AND THE CHARGEPOINT API SUPPORT TERMS AND CONDITIONS, RESPECTIVELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE API SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED BY THE CHARGEPOINT API ONBOARDING AND SUPPORT TERMS (DEFINED BELOW) OR THESE API GENERAL TERMS, OR IN ANY PROPOSAL, CONTRACT, REPORT, OR OTHER DOCUMENT IN CONNECTION WITH THE API SERVICES, AND CHARGEPOINT SPECIFICALLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. Fees; Payment; Taxes. Customer shall pay ChargePoint the fees for the API Services set forth in the applicable ChargePoint quotation document (or other ChargePoint ordering document). In addition to the fees for the API Services, Customer will reimburse ChargePoint for any out-of-pocket expenses reasonably incurred by ChargePoint, as requested by Customer, in connection with the performance of the API Services. Unless otherwise stated in the ChargePoint quotation document or the ChargePoint API Onboarding and Support Terms, Customer’s payment terms for fees and expenses shall be net thirty (30) days from the invoice date. Customer shall pay all applicable sales, use, excise, value added and other taxes, if any, associated with Customer’s receipt of the API Services, excluding taxes on ChargePoint’s income. All payment obligations under the ChargePoint API Onboarding and Support Terms are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate permitted by law. If any amount owing by Customer is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint’s rights or remedies, (a) terminate the ChargePoint API Onboarding Services Terms and Conditions and/or the ChargePoint API Support Terms and Conditions, as applicable, and/or (b) refuse to provide API Services until ChargePoint has received payment in full.

4. Confidentiality. ChargePoint and Customer each agrees (a) not to use the other party’s information disclosed pursuant to the ChargePoint API Onboarding and Support Terms that is either identified as “confidential” or “proprietary” at the time of disclosure or that should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure (“**Confidential Information**”), except in the performance of, or as authorized by, the ChargePoint API Onboarding Services Terms and Conditions or the ChargePoint API Support Terms and Conditions, as applicable, and (b) not to disclose or otherwise make available such information to third parties without the other party’s prior written consent. The receiving party may disclose the other party’s Confidential Information if required to do so by a court or government agency; provided, that (to the extent legally permitted) the receiving party will provide the disclosing party with reasonable prior notice of such disclosure and will provide the disclosing party with an opportunity to obtain a protective order or confidential treatment for such Confidential Information. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of any obligation owed to the disclosing party, (ii) was already known by the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) was independently developed by the receiving party, or (iv) the receiving party rightfully obtains from a third party without restrictions on use and disclosure. The disclosing party shall retain all right, title and interest to its Confidential Information and no license to any intellectual property right is either granted or implied by any disclosure of Confidential Information. Confidential Information will be destroyed or returned to the disclosing party at its request or upon the termination or expiration of the ChargePoint API Onboarding and Support Terms; provided, that the parties are not required to delete copies maintained pursuant to automatic back-up or archiving systems (which shall remain subject to confidentiality obligations).

5. Intellectual Property Rights. ChargePoint shall own all right, title, and interest in and to the ChargePoint Technology, including any guidelines, solutions or other items provided by ChargePoint in connection with the ChargePoint API Onboarding and Support Terms. No license to the ChargePoint Technology is granted to Customer under the ChargePoint API Onboarding and Support Terms or these API General Terms, and no other licenses or rights to a party’s intellectual property are granted under the ChargePoint API Onboarding and Support Terms or these API General Terms by implication, estoppel or otherwise. Neither party shall use trademarks or logos of the other party without the prior written consent of the other party.

6. Limitation of Liability. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CHARGEPOINT BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR OTHERWISE BASED ON ANY EXPRESS, IMPLIED OR CLAIMED WARRANTIES NOT SPECIFICALLY SET FORTH IN THESE API GENERAL TERMS. IN NO EVENT SHALL CHARGEPOINT’S AGGREGATE LIABILITY UNDER THE CHARGEPOINT API ONBOARDING SERVICES TERMS AND CONDITIONS EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE CHARGEPOINT API ONBOARDING SERVICES TERMS AND

CONDITIONS IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL CHARGEPOINT'S AGGREGATE LIABILITY UNDER THE CHARGEPOINT API SUPPORT TERMS AND CONDITIONS EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE CHARGEPOINT API SUPPORT TERMS AND CONDITIONS IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

7. Term and Termination. The ChargePoint API Onboarding Services Terms and Conditions and the ChargePoint API Support Terms and Conditions will terminate in accordance with their respective terms. In addition, they may be terminated by Customer as set forth in Section 9 of these API General Terms. Except as expressly set forth in the ChargePoint API Onboarding and Support Terms, Customer will not be entitled to any refund of any fees paid.

8. Miscellaneous. ChargePoint is an independent contractor and shall not be deemed an employee or agent of Customer. The terms of the ChargePoint API Onboarding Services Terms and Conditions or the ChargePoint API Support Terms and Conditions constitute the complete agreement between ChargePoint and Customer regarding their respective subject matter and supersede all prior agreements and discussions between the parties with respect to such subject matter. Any additional terms contained on Customer's ordering instrument or any terms and conditions stated on any other Customer documents shall be of no force or effect. In the event of conflict between the terms of the ChargePoint API Onboarding and Support Terms and any other document, the terms of the ChargePoint API Onboarding and Support Terms shall control. All sections of the ChargePoint API Onboarding and Support Terms which by their nature should survive termination shall survive the termination of the ChargePoint API Onboarding and Support Terms. The ChargePoint API Onboarding and Support Terms shall be governed by the laws of the State of California for customers located in the United States, and the laws of British Columbia and controlling Canadian federal law for customers located in Canada. The parties shall comply with all applicable state, national and foreign laws and regulations. In case any one or more of the provisions contained in the ChargePoint API Onboarding and Support Terms should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. The waiver by either party of any default or breach of the ChargePoint API Onboarding and Support Terms shall not constitute a waiver of any other or subsequent default or breach. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

9. Amendment. ChargePoint may, from time to time, make revisions to or amend the terms of these API General Terms ("**Revisions**"). Revisions will be effective immediately, except that material Revisions will be effective 30 days after posting the Revisions. If Customer does not agree to the Revisions, then Customer must provide written notification of its intent to discontinue the use of the API Services. The ChargePoint API Onboarding and Support Terms will terminate upon ChargePoint's receipt of such written notification.

10. FOR CUSTOMERS IN THE PROVINCE OF QUEBEC, CANADA ONLY. Customer confirms having first been presented with and given the opportunity to examine a version of these API General Terms in French. The parties have expressly required that these API General Terms and all related documents, including notices and other communications, be drawn up in English exclusively. Le client confirme avoir préalablement reçu et avoir eu l'opportunité de réviser une version en français des conditions générales d'API. Les parties ont expressément exigé que les conditions générales d'API ainsi que tous les documents qui s'y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.

11. Definitions

11.1 "API Onboarding Services" means services provided by ChargePoint to support Customer's ChargePoint API integration, including providing assistance with onboarding for desired features and use cases, setup of test accounts, testing and initial troubleshooting of ChargePoint API endpoints, as set forth in the ChargePoint API Onboarding Services Terms and Conditions.

11.2 "API Support" means the annual support services provided by ChargePoint to support customers who have completed implementation of ChargePoint APIs and have access to the API Services for post-onboarding troubleshooting of API issues, as set forth in the ChargePoint API Support Terms and Conditions.

11.3 "ChargePoint API(s)" means, individually or collectively, the application programming interfaces which are made available to Customer under Customer's ChargePoint Master Services and Subscription Agreement with ChargePoint, as and when updated by ChargePoint from time to time.

11.4 "ChargePoint API Onboarding and Support Terms" means the ChargePoint API Onboarding Services Terms and Conditions and the ChargePoint API Support Terms and Conditions.

11.5 "ChargePoint API Onboarding Services Terms and Conditions" means the document titled "ChargePoint API Onboarding Terms and Conditions" executed by Customer which references and incorporates by reference these API General Terms.

11.6 "ChargePoint API Support Terms and Conditions" means the document titled "ChargePoint API Support Terms and Conditions" executed by Customer which references and incorporates by reference these API General Terms.

11.7 "ChargePoint Technology" means ChargePoint APIs and associated documentation and tools, and other proprietary items of ChargePoint made available by ChargePoint under the ChargePoint API Onboarding and Support Terms.

CHARGEPOINT DEPLOYMENT AND CONSULTING SERVICES TERMS AND CONDITIONS

1. Services. This ChargePoint Deployment and Consulting Services Terms and Conditions (“**Agreement**”) governs the provision of Services (defined below) by ChargePoint, Inc. (“**ChargePoint**”) to customer. The Services are complete when inspections conclude with no critical non-conformities found and the charging stations are ready for activation. The scope of this Agreement is for the Services only and does not include other services offered by ChargePoint (e.g., ChargePoint Cloud Plans). The term “Services” shall mean the services (each, a “Service”) provided to customer, as further described in the applicable ChargePoint Scope and Terms document (“Scope and Terms”) provided at <https://www.chargepoint.com/legal/deployment-consulting-services> (as may be amended from time to time by ChargePoint).

2. Warranty; Other Disclaimers. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THIS IS THE FULL EXTENT OF WARRANTIES PROVIDED BY CHARGEPOINT UNDER THIS AGREEMENT AND THE APPLICABLE SCOPE AND TERMS. NO OTHER CHARGEPOINT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSOR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT, THE APPLICABLE SCOPE AND TERMS, OR IN ANY PROPOSAL, CONTRACT, REPORT, STATEMENT OF WORK OR OTHER DOCUMENT IN CONNECTION WITH THE SERVICES THAT IS PROVIDED BY CHARGEPOINT, AND CHARGEPOINT SPECIFICALLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. Fees; Payment; Taxes. Customer shall pay ChargePoint the fees for the Services as set forth in the attached purchase order (or other ChargePoint ordering document). Customer payment terms shall be net thirty (30) days from the invoice date. Customer shall pay all applicable sales, use, excise, value added and other taxes, if any, associated with customer’s receipt of the Services, excluding taxes on ChargePoint’s income. All orders and payments are non-cancelable and non-refundable.

4. Customer Responsibilities. Customer agrees to: (i) provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations, including access to customer’s requisite personnel to address the Service required; (ii) promptly provide accurate and complete information as requested by ChargePoint in connection with the provision of any Service, (iii) maintain the premises in accordance with all applicable laws, regulations and rules; (iv) keep the areas in which electric vehicle (“EV”) charging station(s) are located in a clean, safe and orderly condition, to at least the same standard as customer customarily uses to maintain the remainder of customer’s premises; and (v) promptly notify ChargePoint in writing of any suspected defect with a charging station(s).

5. Confidentiality. Each party agrees not to use the other party’s confidential and proprietary information (“Confidential Information”) except in the performance of the Services or as authorized by this Agreement, and not to disclose or otherwise make available such information to third parties without the other party’s prior written consent. Confidential Information does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information already known by the receiving party independent of the Confidential Information as evidenced by written records, (iii) information developed by the receiving party independent of the Confidential Information, and (iv) information that the receiving party rightfully obtains without restrictions on use and disclosure. Confidential Information shall remain the exclusive property of the disclosing party and no intellectual property right is licensed, granted or otherwise transferred by this Section 5 or any disclosure of Confidential Information to the receiving party.

6. Intellectual Property Rights.

(i) “Customer IP” means customer’s pre-existing or independently developed intellectual property rights.

(ii) “ChargePoint IP” means (a) ChargePoint’s pre-existing or independently developed intellectual property rights, (b) ChargePoint’s templates and tools used to provide Services, (c) ideas, concepts, techniques, models, and know-how created or co-created or developed or co-developed by ChargePoint during or in connection with the performance of Services, (d) all reports, evaluations, findings, data and reports provided by ChargePoint to customer in the performance of Services (collectively, “Materials”), and (e) all intellectual property rights in the foregoing or in any derivative works of the foregoing; provided, that ChargePoint IP excludes any Customer IP incorporated in the Materials.

(iii) As between the parties, (a) customer owns all right, title and interest in and to the Customer IP, and (b) ChargePoint owns all right, title and interest in and to the ChargePoint IP. Neither party is granted any right, title nor interest in the other party’s pre-existing intellectual property rights, either express or implied, under this Agreement. Each party reserves all rights not specifically granted to the other party under this Agreement or in the applicable Scope and Terms, and no licenses or other rights to a party’s intellectual property rights are granted by implication, estoppel or otherwise. Neither party shall use trademarks or logos of the other party, for the provision of the Services or otherwise, without the prior written consent of the other party.

(iv) Notwithstanding the above provisions in this Section 6, ChargePoint shall have the right to use, reproduce, and disclose the Materials (without attribution to customer). ChargePoint shall be free to provide material similar to the Materials to third parties

whose needs may be similar to customer's requirements, without violating its confidentiality obligations hereunder to customer.

7. Feedback. "Feedback" shall mean any feedback, comments, suggestions or other input provided by customer in connection with the Services. Customer shall be under no obligation to provide Feedback and shall not provide any Feedback that violates the rights of any third party. Customer hereby grants to ChargePoint a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license (with the right to sublicense) to use, modify, prepare derivative works of, display, perform and otherwise exploit in any manner the Feedback, and to make, have made, import, use, sell and otherwise distribute products and services using or incorporating the Feedback.

8. Service-Specific Additional Terms and Conditions.

- a. **Construction Project Management.** In the event that the Services include ChargePoint's consultative construction project management service, customer is responsible for directly entering into agreements between customer and its third-party contractor(s) (each, a "Contractor Agreement"). ChargePoint is not a party to Contractor Agreements and disclaims all liability (and customer shall ensure that ChargePoint has no liability) arising from or related to Contractor Agreements or any interactions between customer and any contractor or subcontractor engaged by or performing services for customer. ChargePoint is not responsible for any such contractor's or subcontractor's employees, agents, methods of construction, or failure to comply with any applicable laws or regulations.
- b. **Grant Support.** In the event the Services include ChargePoint's grant application support service, customer acknowledges and agrees ChargePoint does not guarantee that customer will attain a specific outcome or result from such service, including, without limitation, securing the applicable governmental grant funding for customer's EV charging project(s).

9. Term, Termination. This Agreement shall remain in full force and effect until completion of the Services as set forth in Section 1, subject to earlier termination as set forth below. Either party may terminate this Agreement if the other party is in material breach of any of its obligations under this Agreement (which shall include without limitation any nonpayment by customer of fees due for Services) and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof. Either party may terminate this Agreement immediately upon written notice if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party and has not been dismissed within 60 days of such filing. ChargePoint may terminate this Agreement upon written notice in the event that any law or regulation prevents or materially impedes the performance of the Services. Upon the expiration or termination of this Agreement, customer shall pay to ChargePoint any unpaid fees for Services performed up to the effective date of the expiration or termination.

10. Limitation of Liability. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR OTHERWISE BASED ON ANY EXPRESS, IMPLIED OR CLAIMED WARRANTIES NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR : (I) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR CLAIMS OF PERSONAL INJURY OR DEATH; (II) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; OR (III) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT (IN CUSTOMER'S CASE, IN ADDITION TO THE FEES AND EXPENSES PAYABLE BY CUSTOMER IN CONNECTION WITH THE SERVICES) EXCEED THE TOTAL FEES AND EXPENSES DUE AND PAYABLE BY CUSTOMER IN CONNECTION WITH THE SERVICE OR SERVICES GIVING RISE TO THE LIABILITY.

11. Force Majeure. "Force Majeure" means any act of God, fire, natural disaster, earthquake, accident, act or regulation of government or a governmental agency, or an act that is beyond the reasonable control of either party. Neither party will be deemed in default of this Agreement (other than with respect to any obligations of customer to pay for Services) to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of Force Majeure, provided that such party gives the other party written prompt notice thereof and continues to use its reasonable efforts to perform or cure, as applicable.

12. Miscellaneous. Neither party may assign this Agreement or any of its rights or duties hereunder, without the prior written consent of the other party, except that either party may assign its rights and duties hereunder in connection with its acquisition or the sale of all or substantially all of its assets. Any attempted assignment or delegation in violation of the preceding sentence shall be void. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. ChargePoint is an independent contractor and shall not be deemed an employee or agent of customer. The terms in this Agreement and in the applicable Scope and Terms constitute the complete agreement regarding any provision of Services by ChargePoint and supersede all prior agreements and discussions between the parties; provided, that in the event of any conflict between this Agreement and the applicable Scope and Terms or any other document the terms of this Agreement shall govern. In

particular, any additional terms contained on customer's ordering instrument or other documents shall be of no force or effect. All sections of this Agreement which by their nature should survive termination shall survive the termination of this Agreement. This Agreement shall be governed by the laws of the State of California (other than its conflicts of laws provisions). The parties hereby consent to the exclusive jurisdiction of and venue in the state or federal courts located in Santa Clara County, California. The parties shall comply with all applicable state, national and foreign laws and regulations. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. This Agreement may not be modified or amended, except in writing signed by a duly authorized representative of each party.

Grant Application Support Scope and Terms

ChargePoint’s Grant Development Team (“Grant Development Team”) assists customers seeking to apply for grant funding for their EV charging projects. Grant opportunities are available through grant applications such as RFPs, RFAs and RFQs issued by federal and state agencies, primarily through State Departments of Transportation and State Energy Offices.

To apply for a grant opportunity, the customer must first have an eligible site or project where the EV chargers will be installed. The Grant Development Team will then provide a suite of tools (e.g. program summaries, checklists, and proposal template), for the customer to review, fill out, and return, which will provide the information necessary for the Grant Development Team to assist the customer in developing the grant application. Requested information may include, without limitation, a description of the business structure, key staff that will be involved in the project, resumes, background and experience completing similar projects, project budgets and financial information, and other information specific to the grant opportunity. Timely responses and cooperation will be required from the customer to ensure that a complete and thorough grant application can be submitted on time. While a submission of a grant application in no manner guarantees success that the grant funding will be secured, the Grant Development Team will work with and advise the customer on ways to increase the probability of success based on the scoring criteria of the applicable grant application.

The table below describes the activities and expected deliverables (collectively the “Deliverables”) during the grant application development process. ChargePoint shall be free to provide material similar to the Deliverables to third parties whose needs may be similar to customer’s requirements. Each party’s use of the Deliverables shall be in compliance with its confidentiality obligations to the other party. The time to complete the grant application development process will vary depending on the complexity of the grant opportunity and how many unique locations or projects are submitted. The Grant Application Support service is subject to the ChargePoint Deployment and Consulting Services Terms and Conditions, as amended from time to time by ChargePoint, found at <https://www.chargepoint.com/legal/deployment-consulting-services>.

Critical Tasks and Activities, Deliverables and Completion Timeframe of Services		
Task		Deliverables
1	Review and Process RFP	Once the grant application (i.e. RFP, RFA, RFQ) opens, the Grant Development Team will complete a review of the grant application guidelines and associated attachments. The Grant Development Team will summarize the applicable grant application’s eligibility and requirements, via a PowerPoint and/or one-page summary, and may make, at customer’s request, such documentation available to customer.
2	Q&A	At the customer’s request, the Grant Development Team will compile and submit questions to the grant agency to clarify questions and/or comments from the grant application.

3	Checklist	If not provided by the applicable grant application, the Grant Development Team will create a checklist to track the various items needed to submit a grant response to the grant agency.
4	Customer Intake Form	The Grant Development Team will provide a list of information that the customer will need to provide to complete the grant application. A separate list may need to be filled out for each unique site the customer is applying for.
5	Budget	The Grant Development Team will provide a budget template to assist with the calculation of the budget projection to the level of specificity required for the grant application. Inputs may be required from the customer for design, engineering, and construction costs. For avoidance of doubt, ChargePoint offers a service separate from the Grant Application Support service (i.e. Site Preparation Plan) that collects and consolidates all the required site information for the budget projection step.
6	Letter of Commitment	The Grant Development Team will provide customer with a letter template that will be customized to the requirements of the grant application. This letter template will require the customer to provide the required customer's cost share for the project to move forward with the project if the applicable grant funding is awarded to the customer. Customer will submit to the grant agency the letter template on the customer's letterhead and have it signed by an authorized representative of the customer.
7	Draft Proposal	The Grant Development Team will develop a draft proposal based on inputs from the Customer Intake Form and other information gathered from the customer.
8	Draft Proposal Review	The Grant Development Team will send a draft proposal of the grant application to the customer for review and comment. Customer's authorized representative signature may also be required on various forms or letters at this step as well.
9	Final Proposal Review	The Grant Development Team and customer will work together to undertake a final review of the grant application before assembling and preparing the grant application for submission.
10	Proposal Submission	The grant application is submitted to the grant agency. Subject to customer's request and approval, the Grant Development Team may submit the application on behalf of the customer. However, some programs required the customer submit it themselves, via email or an online portal. For those programs, the Grant Development Team will provide advice on the submission process.

Additional Terms and Conditions of Grant Application Support

1. Grant Application Support requires that the customer install and use ChargePoint-provided hardware and cloud services for the applicable grant application if the customer is awarded grant funding for such application.
2. Customer may not use the grant application, as prepared in connection with Grant Application Support, and sites contained therein for any other grant opportunity without prior written approval from ChargePoint.

3. Customer must complete all required steps identified in the checklist, as referenced in step 3 in the above table, including without limitation:
 - a. Registering for any online portals required to submit grant application.
 - b. Providing their Federal Tax ID Number and documentation showing they are registered to do business in the particular state.
 - c. Providing their SAM.gov entity registration number.
 - d. Other items identified for each unique grant opportunity.
4. Customer must completely fill out the customer intake form, as referenced in step 4 in the above table, at least four (4) weeks prior to grant application deadline.
5. Customer must complete their draft proposal review, as referenced in step 8 in the above table, at least 1 week prior to grant application deadline. Customer's draft proposal review will include, without limitation, providing the Grant Development Team any comments and/or edits to the grant application and providing all necessary signed forms, including, without limitation, a Commitment Letter, as required by the applicable grant application.
6. The Grant Development Team will provide the customer with the final proposal, as referenced in step 9 in the above table, no later than 48 hours prior to grant application due date., As between the parties, the customer will be solely responsible for the submission of the grant application. ChargePoint will not be responsible in any manner for the customer missing the grant application deadline and/or technical issues related to the grant application submission.
7. Once the grant application is submitted, the customer will be solely responsible for communicating with the grant agency, including, without limitation, responding to any clarifying questions and/or providing requested supplemental information.
8. If the customer is selected for the grant award, the customer is solely responsible for any grant award agreement negotiations and contract execution.

CHARGEPOINT REMOTE SUPPORT TERMS AND CONDITIONS OF SERVICE

Remote Support is a remote-based maintenance and support service (“**Remote Support**”) for your Charging Equipment (defined below). For all purposes hereunder, “you” or “your” includes any of your employees, officers, agents, contractors or parties under your control or common control. With your Remote Support coverage, ChargePoint, Inc. (“**ChargePoint**”) will provide Remote Support subject to the terms and conditions of this agreement (“**Agreement**”).

1. Defined Terms:

- a. **Acknowledgement:** means the earlier of (i) ChargePoint confirming an Incident based on Proactive Monitoring, or (ii) you report an Incident to ChargePoint’s technical support with sufficient information for ChargePoint to confirm the Incident, and such Incident is verified by Remote Support.
- b. **Applicable Law:** means any applicable and promulgated constitutional provisions, statutes, acts, codes, laws, rules, regulations, ordinances, orders, decrees, rulings, judgments or decisions of a governmental authority or arbitral body with competent jurisdiction.
- c. **Certification:** means that you or your Technician have completed the Training and are compliant with ChargePoint’s requirements for on-site maintenance in connection with Remote Support for the applicable Charging Equipment model(s).
- d. **Charging Equipment:** means ChargePoint’s commercial-grade electric vehicle charging equipment offerings, e.g. CPF50, CT4000, CPE250, EXPP PL1, EXPP PB.
- e. **Charging System:** means the combination of Charging Equipment required to dispense a single charge (e.g., a charging station or a power block and a power link).
- f. **Cloud Services:** means any of ChargePoint’s cloud plans, e.g. Power, Commercial, and Enterprise, made available for subscription by ChargePoint through a separate agreement.
- g. **Commissioning:** means the process of ensuring charging station hardware is installed and operational in accordance with the Product Specifications.
- h. **Cosmetic Impairment:** means the occurrence of an Incident that (i) does not impair, limit, or modify the operation of the Charging Equipment, and (ii) does not prevent a Port from energizing a vehicle.
- i. **Customer Damage:** means (a) any Damage to Charging Equipment due to your action or inaction or (b) failure on your part to comply with any Customer Responsibilities as set forth in Section 3.
- j. **Damage:** means physical harm to the hardware components of any Charging Equipment which impairs, limits, or modifies (1) ChargePoint’s ability to provide Remote Support to such Charging Equipment; and/or (2) the operation or use of such Charging Equipment so as not to operate in conformance with its applicable Product Specifications.
- k. **Defect:** means any deficiency, whether latent or in the design, engineering, manufacturing, workmanship or materials used in any Charging Equipment causing it to fail to comply in all material respects with the Product Specifications, excluding for all purposes hereunder, any Software Defects.

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- l. **Extended Warranty:** means ChargePoint's Extended Parts Warranty (as defined in the Warranty) as described in the Warranty, a copy of which may be found here: <https://www.chargepoint.com/legal/warranty-na>
- m. **Incident:** means an occurrence of a service-related field issue with Charging Equipment identified by Remote Support or subsequently verified by Remote Support once you report an Incident.
- n. **Partner Portal:** means the online system made available by ChargePoint to you or your Maintenance Provider (as applicable) for the issuance, acceptance and closure of Work Orders to resolve and track Incidents requiring onsite intervention.
- o. **Port:** A charge connector or plug that is independently energizable (i.e., can dispense energy) at some power level, simultaneously or sequentially with another plug on the same dispenser.
- p. **Proactive Monitoring:** means ChargePoint's ongoing remote monitoring and interpretation of station sensor data, signals, faults, and alarms to detect Incidents prior to or after they occur.
- q. **Product Specifications:** means the product specifications applicable to your Charging Equipment as published or made available by ChargePoint.
- r. **Maintenance Provider:** means a third-party maintenance provider selected by you that has completed the Training and who employs Technicians.
- s. **Remote Diagnostic Time:** means the period from Acknowledgement to (1) issuance of a Work Order signifying ChargePoint's determination that onsite intervention is necessary; or (2) identify if the Incident is software-related.
- t. **Replacement Parts:** shall have the meaning provided in Section 13.
- u. **Response Time:** means the period from Acknowledgment to ChargePoint's provision of a response and confirmation that ChargePoint has started troubleshooting & diagnosis.
- v. **Spare Parts:** means field replaceable parts required for repair of Charging Equipment.
- w. **Software Defect:** means any defect, deficiency or "bug" in any software service, source code or platform, used, installed, or referenced by any Charging Equipment in connection with its operation or performance.
- x. **Service Levels:** shall have the meaning provided in Section 1 of Exhibit 1.
- y. **Service Level Table:** shall have the meaning provided in Section 1 of Exhibit 1.
- z. **Technician:** means an employee of your Maintenance Provider who has completed the Training.
- aa. **Third-Party Damage:** means any Damage to Charging Equipment due to the action or inaction of a party other than ChargePoint or you, including any Damage due to vandalism, accidents, and natural disasters.
- bb. **Training:** means the required ChargePoint maintenance training and certification course, as indicated by ChargePoint on its online learning portal, for you and/or the Maintenance Provider to provide the onsite-maintenance labor described in Section 5 (On-Site Maintenance).

cc. **Warranty:** means ChargePoint's current warranty terms and conditions, a copy of which may be accessed here: <https://www.chargepoint.com/legal/warranty-na>.

dd. **Work Order:** means a set of written instructions identified by Remote Support to address required on-site maintenance and that is submitted by ChargePoint to you or your Maintenance Provider through the Partner Portal.

2. **CHARGEPOINT RESPONSIBILITIES:** With ChargePoint Remote Support, ChargePoint agrees to do each of the following:

- a. Provide Proactive Monitoring of your Charging Equipment.
- b. Perform remote diagnosis and troubleshooting, subject to the Service Levels, with respect to your Charging Equipment.
- c. For the avoidance of doubt, you acknowledge and agree that any Replacement Parts are not provided in connection with Remote Support, rather in accordance with any Warranty and/or Extended Warranty that is applicable for your Charging Equipment.
- d. In the event ChargePoint determines an Incident requires maintenance, then ChargePoint will issue a Work Order to you, or the Maintenance Provider, identified in the Partner Portal to address such Incident.

3. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Remote Support, ChargePoint needs your cooperation. Specifically, you and/or your Maintenance Provider (as applicable) agree to:

- a. Comply with all Commissioning requirements in Section 4.
- b. Comply with all On-Site Maintenance requirements in Section 5.
- c. Purchase and maintain an active Cloud Services subscription and permit ChargePoint to remotely access the Charging Equipment as necessary for remote diagnostics and troubleshooting support.
- d. Purchase and maintain the same level of Service Levels for all the Charging Equipment components that make up your Charging System.
- e. Adhere to the instructions provided in any Work Order.
- f. Keep ChargePoint updated as to any changes to your contact information and/or Maintenance Provider that may affect ChargePoint's ability to perform its obligations under this agreement.
- g. Provide prompt responses to ChargePoint employees or agents, as applicable, in connection with any follow-up, troubleshooting or requests for additional information in connection with any Incident response or Work Order.
- h. Keep the areas in which Charging Equipment are in a clean, safe, and orderly condition in accordance with reasonable commercial standards.
- i. Promptly notify ChargePoint of any suspected Defect with the Charging Equipment.

Failure to carry out your responsibilities under this Section 3 may void, as determined in ChargePoint's sole and reasonable discretion, ChargePoint's obligations pursuant to this Agreement, including, without limitation, the Service Levels. The determination of your compliance with the requirements set forth in this Section 3 shall be made solely by ChargePoint in its sole and reasonable discretion..

4. **COMMISSIONING REQUIREMENTS:** ChargePoint will provide Remote Support to your Charging Equipment, provided you have satisfied the Commissioning requirements provided herein.

- a. If you perform Commissioning, you are responsible for ensuring your Charging Equipment is installed in accordance with the Product Specifications published by ChargePoint. ChargePoint reserves the right to conduct onsite site readiness inspections. ChargePoint reserves the right to charge you for any costs associated with responding to an Incident caused by your failure to install your Charging Equipment in accordance with such Product Specifications discovered during any onsite site readiness inspections, while performing Commissioning, or during an Incident resolution. ChargePoint may suspend your Remote Support until such installation defect has been remedied.
 - b. All ChargePoint DC Charging Equipment requires Commissioning by ChargePoint or an authorized commissioning partner designated by ChargePoint prior to ChargePoint providing Remote Support and performing its obligations under this Agreement.
 - c. If your Remote Support, Assure Pro service, Assure service, Warranty, or Extended Warranty for your Charging Equipment has been expired for more than 180 days, a site readiness inspection by ChargePoint or a ChargePoint authorized partner may be required in order to renew Remote Support for the applicable Charging Equipment to ensure that such Charging Equipment was installed and operating in accordance with the applicable Product Specifications. Any such site readiness inspection or work necessary to bring Charging Equipment into compliance with the Product Specifications may be at your cost.
 - d. Unless otherwise approved by ChargePoint in writing, any relocation of your Charging Equipment from its original installation location will require a new Commissioning by ChargePoint or a ChargePoint authorized partner.
5. **ON-SITE MAINTENANCE REQUIREMENTS:** In order to perform on-site maintenance pursuant to a Work Order, you and/or Maintenance Provider must comply with the following:
- a. You shall designate a single maintenance contact, either an employee or Maintenance Provider, that will review and accept Work Orders through the Partner Portal. You are responsible for keeping this contact up to date. Any changes to your contact must be promptly updated in the Partner Portal. You are responsible for any issues, damages, or delays caused by your or your Maintenance Provider's failure to provide current contact information in the Partner Portal.
 - b. You and/or your Maintenance Provider must complete Training and have Certification in good standing. Any failure to Certify and/or maintain Certification on the part of you and/or your Maintenance Provider may result in ChargePoint's inability to provide Remote Support. In the event of such failure, you will continue to be charged for Remote Support during your and/or Maintenance Provider's failure to Certify and/or maintain Certification.
 - c. Perform, or ensure your Maintenance Provider performs, any maintenance under this Agreement as provided in the applicable Work Order and according to the Product Specifications and your Training.
 - d. You and/or Maintenance Provider are responsible for any on-site labor or maintenance requirements related to or arising from your Remote Support, including, without limitation, obtaining the necessary permits, licenses, certifications, insurance, and any payment of taxes.
 - e. You must promptly address the issues identified in the applicable Work Order. ChargePoint will not provide any Remote Support for additional or subsequent Incidents to the affected Charging Equipment until the original issue identified in the applicable Work Order has been completed and you or your Maintenance

Provider set the Work Order status on Partner Portal to completed. You are responsible for uploading any documentation required in the Work Order to the Partner Portal.

- f. You must contact ChargePoint once the onsite maintenance pursuant to a Work Order is completed so ChargePoint can validate that the Incident has been rectified and the applicable Work Order can be moved to closed status.

6. **EXCLUSIONS FROM REMOTE SUPPORT COVERAGE:** In order to provide Remote Support, ChargePoint must be able to access and monitor your Charging Equipment. ChargePoint shall not be responsible for any failure to meet the Service Levels if ChargePoint is unable to provide Remote Support due to any of the following exclusions:

- a. Your failure to perform an obligation or requirement described in Sections 3 or 4, or your material, uncured breach of the Agreement.
- b. Equipment other than Charging Equipment, including, without limitation, switch gear, wiring, cellular or WiFi devices; are not subject to Remote Support.
- c. Damage occurring as a result of (i) improper site preparation or site maintenance, (ii) improper Charging Equipment installation, alteration, modification, or attempted repair of any Charging Equipment without a licensed and trained electrician approved in advance by ChargePoint, (iii) any physical relocation of the Charging Equipment, (iv) improper use or operation not in compliance with published ChargePoint maintenance or operation manuals, or (v) lack of proper Commissioning.
- d. Damage occurring as the result of repeated or prolonged abuse, misuse, or neglect of the Charging Equipment.
- e. Charging Equipment that may become inoperable due to your and/or Maintenance Provider's failure to comply with the scope of work or instructions provided in the applicable Work Order.
- f. Any repeated or excessive Customer Damage or Third-Party Damage, as determined by ChargePoint in its sole discretion.
- g. Use of the Charging Equipment with any third-party software, interfacing, parts or supplies not supplied or approved, in writing by ChargePoint, in advance of use.
- h. Vehicle to charger interoperability or communication issues. ChargePoint will, in good faith, work with you and vehicle manufacturers to resolve vehicle-charger interoperability issues, provided, however, that such efforts will not be subject to the Service Levels.
- i. Damage to Charging Equipment resulting from an extreme power surge, extreme electromagnetic field, or any other acts of nature.
- j. Any Applicable Law, the effect of which would cause ChargePoint or any Charging Equipment to be noncompliant with such Applicable Law in the event ChargePoint provided any services in connection with an Incident as contemplated by this Agreement.
- k. Force Majeure Event or unforeseeable circumstances beyond ChargePoint's reasonable control, and not due to the fault or negligence of ChargePoint, that prevents ChargePoint from performing its obligations under this Agreement.

In addition, you acknowledge and agree that you are solely responsible for any work, including, without limitation, the on-site maintenance pursuant to a Work Order, performed by you and/or your Maintenance Provider under this Agreement. ChargePoint is in no way responsible or liable for such work. The determination of the occurrence of any of the exclusions from coverage as set forth in this Section 6 shall be made solely by ChargePoint in its reasonable discretion.

7. **CUSTOMER ACKNOWLEDGEMENT:** You acknowledge and agree that in connection with the performance of its obligations under this Agreement, ChargePoint may use third-party agents and contractors separately engaged by ChargePoint. ChargePoint, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, ChargePoint shall maintain complete control over its employees, its subcontractors, and its operations. No partnership, joint venture or agency relationship is intended by ChargePoint and you to be created by this Agreement. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.
8. **CONTACT INFORMATION:** If at any time during the term of your coverage of ChargePoint Remote Support you believe you have Defective Charging Equipment, contact ChargePoint customer service at <https://www.chargepoint.com/support>.
9. **SERVICE TERM:** In the event you are purchasing Remote Support as a standalone service, i.e. without your purchase of Extended Warranty, each Remote Support subscription that you purchase for Charging Equipment will commence ninety (90) days from the invoice date and will last for the subscription length selected in an applicable order (the “**Service Term**”). In the event your Remote Support is provided through your Extended Warranty, your Remote Support will be coterminous with your Extended Warranty subscription. For greater certainty, to the extent applicable Charging Equipment is delivered, installed, and completes Commissioning before the Service Term commences as described above, the Charging Equipment will nevertheless have coverage under Remote Support and the Service Term will start at the expiration of the ninety (90) day period referenced above.
10. **RENEWAL:** Upon expiration of the Service Term, your Remote Support coverage will renew automatically for successive one-year terms (each, a “**Renewal Term**”) on the date of expiration of the current Service Term at the then current list price of a one-year renewal term of Remote Support applicable to your Charging Equipment unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Service Term or Renewal Term, as applicable. If this Agreement is not renewed due to your written notice of non-renewal, and is subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. Notwithstanding anything to the contrary herein, in the event ChargePoint discontinues Remote Support coverage for your Charging Equipment, your Remote Support subscription may not be renewed. Additionally, ChargePoint may, in its reasonable discretion, determine that it will not accept any renewal by you of your Remote Support services.
11. **PAYMENTS:** In the event Remote Support service is provided through your Extended Warranty, the terms found in your Extended Warranty shall govern with respect to any invoice and payment terms. In the event you have purchased Remote Support as a standalone service, ChargePoint will send you an invoice for the ChargePoint Remote Support subscription or other fees under this Agreement on or after the date the applicable Charging Equipment is shipped to you. Payment is due within thirty (30) days of the invoice date. All payments shall be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. You may not set off any amounts due to ChargePoint hereunder against amounts due to you under this Agreement. Fees payable to ChargePoint do not include any applicable withholding, sales, use, or other similar fees or taxes imposed by any government (other than taxes on the net income of ChargePoint) (“**Taxes**”), and you are responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late

payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by Applicable Law. You will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement or (b) refuse to provide ChargePoint Remote Support coverage until ChargePoint has received payment in full.

12. **MOVES OR TRANSFERS:** Your Remote Support coverage applies only to the Charging Equipment for which it was purchased. If you sell or otherwise transfer your Charging Equipment with an active Remote Support subscription to a third-party in accordance with Section 23, or that Charging Equipment is moved or otherwise transferred away from the original installation site, the Remote Support coverage may not be transferred without ChargePoint's prior written consent. In the event ChargePoint does provide its prior written consent to move or transfer Charging Equipment from the original installation site, Commissioning will be required for such new installation site prior to the commencement or resumption of any Remote Support coverage.
13. **REPLACEMENT PARTS AND STATIONS:** If applicable, any Spare Parts shall be provided by ChargePoint in accordance with your Warranty or Extended Warranty. Spare Parts or Charging Equipment that have been replaced (collectively "**Replacement Parts**") and are provided by ChargePoint pursuant to your Remote Support may be remanufactured or reconditioned Replacement Parts. If the exact Replacement Part is no longer manufactured by ChargePoint, then ChargePoint will use commercially reasonable efforts to provide Replacement Parts with substantially similar functionality to the defective Replacement Part. Any Replacement Parts provided under your Remote Support will become your property and all Replacement Parts returned to ChargePoint, whether under warranty or not, will become the property of ChargePoint. Any Replacement Parts will be covered by Remote Support for the remainder of your Remote Support coverage or ninety (90) days from the date of delivery of such Replacement Parts, whichever is later.
14. **INDEMNIFICATION.** To the maximum extent allowed by law, you shall defend, indemnify, and hold ChargePoint, its officers, directors, agents, affiliates, distribution partners, licensors, and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "**Claims**") suffered or incurred by such indemnified parties resulting from or arising out of (a) your actual or alleged use of Remote Support; (b) your or your Maintenance Partner's negligence or willful misconduct (including the negligence or willful misconduct of you or your Maintenance Partner's agents, employees, or anyone for whom you or your Maintenance Partner are legally liable); (c) you or your Maintenance Partner's breach of this Agreement; or (d) you or your maintenance Partner's breach of Applicable Law. ChargePoint reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification under this Agreement.
15. **LIMITS ON LIABILITY:** This Section limits ChargePoint's liability under ChargePoint Remote Support. Please read it carefully.
 - a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF REMOTE SUPPORT OR THE SERVICES CONTEMPLAED HEREUNDER, OR USE OF, OR INABILITY TO USE, THE CHARGING EQUIPMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER REMOTE SUPPORT WILL NOT EXCEED THE PRICE YOU PAID FOR REMOTE SUPPORT FOR THE THEN-CURRENT ANNUAL PERIOD OF REMOTE SUPPORT COVERAGE. THE LIMITATIONS SET FORTH

HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

b. Any failure on the part of ChargePoint to meet the Service Level shall not be considered a breach of this Agreement.

16. **TERMINATION:** You may terminate this Agreement without prejudice to any other remedy at law or equity if ChargePoint is in material breach of any of its obligations under this Agreement and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof. Upon termination for cause pursuant to Section 16, ChargePoint will refund a pro-rata portion of the fees you paid. Upon any termination for any other reason, you will not be entitled to a refund of any fees paid and will be responsible for any accrued and unpaid fees owed to ChargePoint.

17. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

The ChargePoint entity entering into this Agreement, the address to which you should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to your domicile:

If Subscriber are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable governing laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum set forth in the table above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claims may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

18. **NOTICES.** Any notice required or permitted by this Agreement shall be sent to you by ChargePoint via electronic mail to the address indicated by you in your ChargePoint Cloud Services account.

19. **AMENDMENT OR MODIFICATION:** ChargePoint reserves the right to modify this Agreement from time to time. ChargePoint will provide notice of each such modification to you. Your continued use of Remote Support following such notice will constitute an acceptance of the modified Agreement.
20. **WAIVER:** The failure of either party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
21. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war; terrorist act; epidemic; pandemic; quarantine; civil commotion; breakdown of communication facilities; breakdown of web host; breakdown of internet service provider; embargo; riot; strike; labor action; changes in laws or regulations; any lawful order, decree, or other directive of any government authority; material shortages; shortage of transport; and failures of suppliers to deliver the requisite material or components (a "Force Majeure Event").
22. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either party will to any extent be determined jointly by the parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
23. **ASSIGNMENT.** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding the foregoing, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you own and sell the real property where the Charging Equipment is installed, provided that any such purchasing entity assumes all your rights and obligations under this Agreement; provided further that, the purchasing entity does not violate any terms of this Agreement. In the event of any purported assignment in breach of this Section 23, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement by providing written notice to you. Any assignment under this Section 22 may necessitate updates to your contact information. ChargePoint is not responsible for any failure to meet its obligations under this Agreement caused by differences in such contact information arising from your assignment of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
24. **ENTIRE AGREEMENT.** This Agreement (including the attached Exhibits) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings pertaining to such subject matter. All purchase orders issued by you shall state that such purchase orders are subject to all of the terms and conditions of this Agreement and contain no other term other than the type of Remote Support coverage, the number of Charging Equipment for which Remote Support is ordered, the term of such Remote Support coverage, and applicable fees. To the extent of any conflict or inconsistency between this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.
25. **ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where ChargePoint has provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of this Agreement governs your relationship with ChargePoint. If there is any conflict between the English language version of this Agreement and a translated version, the English

language version shall control. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

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Exhibit 1: Service Level Terms

1. **SERVICE LEVEL OBLIGATIONS.** ChargePoint will use commercially reasonable efforts to provide the Response Times, Remote Diagnostic Times, and time coverage periods described in the Service Level Table (collectively the “**Service Levels**”) in connection with Remote Support for the severity levels described in the following service level table (“**Service Level Table**”):

Severity Level	Description	Service Level	
		Standard	Critical
1 – Outage	Can’t charge (e.g., System Down)	1 Business Day Response Time 2 Business Day Remote Diagnostic Time 24x7 time coverage	1 Hour Response Time 12 Hour Remote Diagnostic Time 24x7 time coverage
2 – Impairment	Can charge but impaired, limited, or modified operation required (e.g., Reduced Power)	2 Business Day Response Time 3 Business Day Remote Diagnostic Time 8x5 time coverage	1 Business Day Response Time 2 Business Day Remote Diagnostic Time 8x5 time coverage
3 – non-Critical	All else (e.g., Inquiries, Cosmetic Impairment)	3 Business Day Response Time 8x5 time coverage	1 Business Day Response Time 8x5 time coverage

2. **EXCLUSIONS FROM SERVICE LEVEL OBLIGATIONS.** The Service Levels described in the Service Level Table are subject to the following exclusions:
 - a. Exclusions described in Section 6 of this Agreement.
 - b. Wait time by ChargePoint, before or after Acknowledgment, for you to provide ChargePoint additional information to qualify the issue, time to confirm dispatch, or time beyond the initial proposed dispatch date by ChargePoint.
3. **CONTACT INFORMATION.** You shall provide contact information for communicating with, and providing timely and accurate information and feedback to, ChargePoint in connection with Remote Support. You may update the contact information through your ChargePoint Cloud Services account.

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (“SUBSCRIBER”) AND THE APPLICABLE CHARGEPOINT ENTITY OR ENTITIES (“CPI”) WHICH CAN BE FOUND IN SECTION 11.4 BELOW. PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber’s Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
- (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 “APIs” means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 “ChargePoint Connections” shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 **“ChargePoint®”** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 **“ChargePoint Services”** means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 **“ChargePoint Application”** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 **“Charging Station”** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 **“Content”** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 **“CPI Marks”** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 **“CPI Property”** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 **“Documentation”** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 **“Effective Date”** means the earliest of (a) the effective date of Subscriber’s initial quote for the ChargePoint Station and/or ChargePoint Services associated with this Agreement; (b) the date that Subscriber electronically accepts this Agreement, or (c) the date of Subscriber’s first use of the ChargePoint Services.

2.13 **“Intellectual Property Rights”** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 **“Malicious Code”** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 **“Party”** means each of CPI and Subscriber.

2.16 **“PII”** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 **“Provisioning”** means activating Charging Stations, warranties and Cloud Plans on ChargePoint.

2.18 **“Rights”** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights

Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 *"Cloud Plan(s)"* means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing. Each Cloud Plan may be referred to as a "Subscription".

2.20 *"Subscriber Content and Services"* means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 *"Subscriber Marks"* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 *"Subscription Fees"* means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 *"Taxes"* shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 *"User"* means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) use or permit use, by an act or omission, ChargePoint's trademarks or other intellectual property in any manner that degrades, disparages or reflects adversely on ChargePoint or its business or reputation or that would be detrimental to the ChargePoint trademarks or their associated goodwill;

(j) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(k) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(l) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(m) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(n) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States, Canada, or of any other jurisdiction; or

(o) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. If Subscriber is invoiced for the Services, Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars (or, if Subscriber is located in Canada, Canadian Dollars) by check, wire transfer, ACH payment system or other means approved by CPI or if applicable, as described in CPI's credit card policy. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS.** Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI; or

(vi) on any Charging Station that, after ten (10) days' written notice from ChargePoint, continues to malfunction or is otherwise improperly maintained in a manner that ChargePoint reasonably determines reflects poorly on ChargePoint or is likely to cause harm to ChargePoint's brand, reputation or business. If any Charging Station continues to malfunction or is otherwise improperly maintained as such, in addition to any other remedies available to it under this Agreement or under applicable law, ChargePoint shall have the right to have the Charging Station not discoverable or visible by the general public, including but not limited to ChargePoint account holders, on any interface (e.g., mobile application) that accesses the ChargePoint Network.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **REMOVAL OF CPI MARKS FROM SUBSCRIBER CHARGING STATIONS.** If at any time Subscriber fails to comply with any of the prohibitions set forth in Section 7.5(b) or any restrictions set forth in Section 5.4, ChargePoint shall have the right, in addition to any other remedies available to it under this Agreement or under applicable law, upon five (5) days' written notice to Subscriber, to itself or through a third-party representative, without notice to or additional permission from Subscriber, enter Subscriber's premises for the purpose of removing or covering any or all CPI Marks, which may include covering the Subscriber Charging Station in its entirety.

(e) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER

WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES

GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on ninety (90) days from the date the subscription plan is invoiced. Upon expiration of the original term, this Agreement will renew automatically for the successive term originally purchased at the list price applicable thereto, subject to increases and Subscriber's right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days' written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Notwithstanding the foregoing, there shall no pro-rata refunds allowed on automatic renewals for plans of multiple years. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms. If Subscriber has elected or is required, as the case may be, to pay by credit card as provided in this Agreement or if applicable, as described in CPI's credit card policy, the renewal will be charged to Subscriber's payment method (credit card) on file, which may include any payment method automatically updated by Subscriber's issuing bank. If Subscriber's credit card is declined, invalid, or payment is not made by the issuer of Subscriber's credit card on Subscriber's Subscription Date, without further notice CPI reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION. The ChargePoint entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement,

the governing law, and place of jurisdiction, shall be determined according to where the Subscriber is domiciled:

If Subscriber is domiciled in:	The CPI Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Subscriber’s violation of the intellectual property rights of CPI, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

11.5 NOTICE REGARDING CLAIMS TO REGULATORY COMPLIANCE MECHANISMS. The use of certain ChargePoint Charging Stations may be eligible to generate clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances,

renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively (“Regulatory Compliance Mechanisms”), used to comply with applicable federal, state, provincial, international or regional emissions, low-carbon fuel, and/or renewable fuel compliance programs. CPI and Subscriber may be eligible to claim title to Regulatory Compliance Mechanisms, however, only one Party can claim title. Should Subscriber choose to claim regulatory title, assuming Subscriber may be eligible to do so, Subscriber must opt-in to the applicable program and fulfill all ongoing administrative and reporting obligations required of program participants, including recurring verification and/or auditing requirements. CPI intends to claim title to applicable Regulatory Compliance Mechanisms, assuming CPI may be eligible to do so; however, CPI will not claim title to specific Regulatory Compliance Mechanisms that Subscriber has opted to claim. Subscriber agrees that it will provide CPI with written notice of its intent to claim specific Regulatory Compliance Mechanisms within ten (10) days of the Effective Date. If Subscriber does not currently intend to claim regulatory title, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim title to Regulatory Compliance Mechanisms resulting from the use of ChargePoint Charging Stations thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any Regulatory Compliance Mechanisms and hereby designates that right to CPI. All notices shall be provided by email to CPI at lcfnotification@chargepoint.com.

11.6 NOTICE REGARDING RIN DATA. For Subscriber’s located in the United States, CPI will participate in an application to the U.S. Environmental Protection Agency (“EPA”) to permit vehicle charging data (“Charging Data”) collected by CPI from centrally networked charging stations to be utilized in a process to generate Renewable Identification Numbers (“RIN”) under the Renewable Fuel Standard. CPI must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the “RIN Data”) for the purposes of RIN generation. Subscriber confirms that it will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between Subscriber and CPI, CPI has the exclusive right to use the RIN Data for the purpose of RIN generation.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber’s ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective

successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:

1.1 “CPI Fees” means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 “Net Session Fees” means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 “Session” or “Charging Session” means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 “Session Fees” means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. Unless directed otherwise by Subscriber in writing (email will be sufficient) or electronic form, CPI will remit Net Session Fees to Subscriber, not less than monthly , provided that the amount due to Subscriber hereunder is at least fifty U.S. dollars (50) (or, if Subscriber is located in Canada fifty Canadian dollars). Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually, unless directed otherwise by Subscriber in writing (email will be sufficient) or electronic form, and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by electronic payment. In order to facilitate such payments, Subscriber agrees to maintain Subscriber's current bank information, into Subscriber's ChargePoint Services (customer facing portal), to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than electronic payment (e.g., check), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax-inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable Taxes assessable based on Charging Sessions whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **“API Implementation”** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **“API Documentation”** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **“CPI Site Terms”** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Cloud Plan, and Subscriber’s particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Terms”). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 **“Rights Grantor”** means Subscriber.

1.2 **“Rights Grantee”** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. **TERMS.** This Section governs Subscriber’s granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

CHARGEPOINT API SERVICES TERMS AND CONDITIONS

1. Services. These ChargePoint API Services Terms and Conditions (the “**API General Terms**”) apply to the provision of services by ChargePoint, Inc. (“**ChargePoint**”) in connection with the implementation and integration of ChargePoint Technology (defined below) with systems operated by a ChargePoint customer (“**Customer**”). The ChargePoint API Onboarding Services Terms and Conditions (defined below) govern the provision of API Onboarding Services (defined below) by ChargePoint to Customer. The ChargePoint API Support Terms and Conditions (defined below) govern the provision of API Support (defined below) by ChargePoint to Customer. The scope of these API General Terms is limited to API Onboarding Services and API Support (collectively, the “**API Services**”) and does not include other services (e.g., ChargePoint Cloud Plans) offered by ChargePoint.

2. Warranty; Other Disclaimers. ChargePoint will use commercially reasonable efforts to provide the following services in a professional manner to Customer: (a) the API Onboarding Services pursuant to the ChargePoint API Onboarding Services Terms and Conditions, and/or (b) API Support pursuant to the ChargePoint API Support Terms and Conditions. THIS IS THE FULL EXTENT OF WARRANTIES PROVIDED UNDER THE CHARGEPOINT API ONBOARDING SERVICES TERMS AND CONDITIONS AND THE CHARGEPOINT API SUPPORT TERMS AND CONDITIONS, RESPECTIVELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE API SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED BY THE CHARGEPOINT API ONBOARDING AND SUPPORT TERMS (DEFINED BELOW) OR THESE API GENERAL TERMS, OR IN ANY PROPOSAL, CONTRACT, REPORT, OR OTHER DOCUMENT IN CONNECTION WITH THE API SERVICES, AND CHARGEPOINT SPECIFICALLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. Fees; Payment; Taxes. Customer shall pay ChargePoint the fees for the API Services set forth in the applicable ChargePoint quotation document (or other ChargePoint ordering document). In addition to the fees for the API Services, Customer will reimburse ChargePoint for any out-of-pocket expenses reasonably incurred by ChargePoint, as requested by Customer, in connection with the performance of the API Services. Unless otherwise stated in the ChargePoint quotation document or the ChargePoint API Onboarding and Support Terms, Customer’s payment terms for fees and expenses shall be net thirty (30) days from the invoice date. Customer shall pay all applicable sales, use, excise, value added and other taxes, if any, associated with Customer’s receipt of the API Services, excluding taxes on ChargePoint’s income. All payment obligations under the ChargePoint API Onboarding and Support Terms are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate permitted by law. If any amount owing by Customer is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint’s rights or remedies, (a) terminate the ChargePoint API Onboarding Services Terms and Conditions and/or the ChargePoint API Support Terms and Conditions, as applicable, and/or (b) refuse to provide API Services until ChargePoint has received payment in full.

4. Confidentiality. ChargePoint and Customer each agrees (a) not to use the other party’s information disclosed pursuant to the ChargePoint API Onboarding and Support Terms that is either identified as “confidential” or “proprietary” at the time of disclosure or that should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure (“**Confidential Information**”), except in the performance of, or as authorized by, the ChargePoint API Onboarding Services Terms and Conditions or the ChargePoint API Support Terms and Conditions, as applicable, and (b) not to disclose or otherwise make available such information to third parties without the other party’s prior written consent. The receiving party may disclose the other party’s Confidential Information if required to do so by a court or government agency; provided, that (to the extent legally permitted) the receiving party will provide the disclosing party with reasonable prior notice of such disclosure and will provide the disclosing party with an opportunity to obtain a protective order or confidential treatment for such Confidential Information. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of any obligation owed to the disclosing party, (ii) was already known by the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) was independently developed by the receiving party, or (iv) the receiving party rightfully obtains from a third party without restrictions on use and disclosure. The disclosing party shall retain all right, title and interest to its Confidential Information and no license to any intellectual property right is either granted or implied by any disclosure of Confidential Information. Confidential Information will be destroyed or returned to the disclosing party at its request or upon the termination or expiration of the ChargePoint API Onboarding and Support Terms; provided, that the parties are not required to delete copies maintained pursuant to automatic back-up or archiving systems (which shall remain subject to confidentiality obligations).

5. Intellectual Property Rights. ChargePoint shall own all right, title, and interest in and to the ChargePoint Technology, including any guidelines, solutions or other items provided by ChargePoint in connection with the ChargePoint API Onboarding and Support Terms. No license to the ChargePoint Technology is granted to Customer under the ChargePoint API Onboarding and Support Terms or these API General Terms, and no other licenses or rights to a party’s intellectual property are granted under the ChargePoint API Onboarding and Support Terms or these API General Terms by implication, estoppel or otherwise. Neither party shall use trademarks or logos of the other party without the prior written consent of the other party.

6. Limitation of Liability. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CHARGEPOINT BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR OTHERWISE BASED ON ANY EXPRESS, IMPLIED OR CLAIMED WARRANTIES NOT SPECIFICALLY SET FORTH IN THESE API GENERAL TERMS. IN NO EVENT SHALL CHARGEPOINT’S AGGREGATE LIABILITY UNDER THE CHARGEPOINT API ONBOARDING SERVICES TERMS AND CONDITIONS EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE CHARGEPOINT API ONBOARDING SERVICES TERMS AND

CONDITIONS IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL CHARGEPOINT'S AGGREGATE LIABILITY UNDER THE CHARGEPOINT API SUPPORT TERMS AND CONDITIONS EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE CHARGEPOINT API SUPPORT TERMS AND CONDITIONS IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

7. Term and Termination. The ChargePoint API Onboarding Services Terms and Conditions and the ChargePoint API Support Terms and Conditions will terminate in accordance with their respective terms. In addition, they may be terminated by Customer as set forth in Section 9 of these API General Terms. Except as expressly set forth in the ChargePoint API Onboarding and Support Terms, Customer will not be entitled to any refund of any fees paid.

8. Miscellaneous. ChargePoint is an independent contractor and shall not be deemed an employee or agent of Customer. The terms of the ChargePoint API Onboarding Services Terms and Conditions or the ChargePoint API Support Terms and Conditions constitute the complete agreement between ChargePoint and Customer regarding their respective subject matter and supersede all prior agreements and discussions between the parties with respect to such subject matter. Any additional terms contained on Customer's ordering instrument or any terms and conditions stated on any other Customer documents shall be of no force or effect. In the event of conflict between the terms of the ChargePoint API Onboarding and Support Terms and any other document, the terms of the ChargePoint API Onboarding and Support Terms shall control. All sections of the ChargePoint API Onboarding and Support Terms which by their nature should survive termination shall survive the termination of the ChargePoint API Onboarding and Support Terms. The ChargePoint API Onboarding and Support Terms shall be governed by the laws of the State of California for customers located in the United States, and the laws of British Columbia and controlling Canadian federal law for customers located in Canada. The parties shall comply with all applicable state, national and foreign laws and regulations. In case any one or more of the provisions contained in the ChargePoint API Onboarding and Support Terms should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. The waiver by either party of any default or breach of the ChargePoint API Onboarding and Support Terms shall not constitute a waiver of any other or subsequent default or breach. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

9. Amendment. ChargePoint may, from time to time, make revisions to or amend the terms of these API General Terms ("**Revisions**"). Revisions will be effective immediately, except that material Revisions will be effective 30 days after posting the Revisions. If Customer does not agree to the Revisions, then Customer must provide written notification of its intent to discontinue the use of the API Services. The ChargePoint API Onboarding and Support Terms will terminate upon ChargePoint's receipt of such written notification.

10. FOR CUSTOMERS IN THE PROVINCE OF QUEBEC, CANADA ONLY. Customer confirms having first been presented with and given the opportunity to examine a version of these API General Terms in French. The parties have expressly required that these API General Terms and all related documents, including notices and other communications, be drawn up in English exclusively. Le client confirme avoir préalablement reçu et avoir eu l'opportunité de réviser une version en français des conditions générales d'API. Les parties ont expressément exigé que les conditions générales d'API ainsi que tous les documents qui s'y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.

11. Definitions

11.1 "API Onboarding Services" means services provided by ChargePoint to support Customer's ChargePoint API integration, including providing assistance with onboarding for desired features and use cases, setup of test accounts, testing and initial troubleshooting of ChargePoint API endpoints, as set forth in the ChargePoint API Onboarding Services Terms and Conditions.

11.2 "API Support" means the annual support services provided by ChargePoint to support customers who have completed implementation of ChargePoint APIs and have access to the API Services for post-onboarding troubleshooting of API issues, as set forth in the ChargePoint API Support Terms and Conditions.

11.3 "ChargePoint API(s)" means, individually or collectively, the application programming interfaces which are made available to Customer under Customer's ChargePoint Master Services and Subscription Agreement with ChargePoint, as and when updated by ChargePoint from time to time.

11.4 "ChargePoint API Onboarding and Support Terms" means the ChargePoint API Onboarding Services Terms and Conditions and the ChargePoint API Support Terms and Conditions.

11.5 "ChargePoint API Onboarding Services Terms and Conditions" means the document titled "ChargePoint API Onboarding Terms and Conditions" executed by Customer which references and incorporates by reference these API General Terms.

11.6 "ChargePoint API Support Terms and Conditions" means the document titled "ChargePoint API Support Terms and Conditions" executed by Customer which references and incorporates by reference these API General Terms.

11.7 "ChargePoint Technology" means ChargePoint APIs and associated documentation and tools, and other proprietary items of ChargePoint made available by ChargePoint under the ChargePoint API Onboarding and Support Terms.

CHARGEPOINT DEPLOYMENT AND CONSULTING SERVICES TERMS AND CONDITIONS

1. Services. This ChargePoint Deployment and Consulting Services Terms and Conditions (“**Agreement**”) governs the provision of Services (defined below) by ChargePoint, Inc. (“**ChargePoint**”) to customer. The Services are complete when inspections conclude with no critical non-conformities found and the charging stations are ready for activation. The scope of this Agreement is for the Services only and does not include other services offered by ChargePoint (e.g., ChargePoint Cloud Plans). The term “Services” shall mean the services (each, a “Service”) provided to customer, as further described in the applicable ChargePoint Scope and Terms document (“Scope and Terms”) provided at <https://www.chargepoint.com/legal/deployment-consulting-services> (as may be amended from time to time by ChargePoint).

2. Warranty; Other Disclaimers. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THIS IS THE FULL EXTENT OF WARRANTIES PROVIDED BY CHARGEPOINT UNDER THIS AGREEMENT AND THE APPLICABLE SCOPE AND TERMS. NO OTHER CHARGEPOINT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSOR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT, THE APPLICABLE SCOPE AND TERMS, OR IN ANY PROPOSAL, CONTRACT, REPORT, STATEMENT OF WORK OR OTHER DOCUMENT IN CONNECTION WITH THE SERVICES THAT IS PROVIDED BY CHARGEPOINT, AND CHARGEPOINT SPECIFICALLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. Fees; Payment; Taxes. Customer shall pay ChargePoint the fees for the Services as set forth in the attached purchase order (or other ChargePoint ordering document). Customer payment terms shall be net thirty (30) days from the invoice date. Customer shall pay all applicable sales, use, excise, value added and other taxes, if any, associated with customer’s receipt of the Services, excluding taxes on ChargePoint’s income. All orders and payments are non-cancelable and non-refundable.

4. Customer Responsibilities. Customer agrees to: (i) provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations, including access to customer’s requisite personnel to address the Service required; (ii) promptly provide accurate and complete information as requested by ChargePoint in connection with the provision of any Service, (iii) maintain the premises in accordance with all applicable laws, regulations and rules; (iv) keep the areas in which electric vehicle (“EV”) charging station(s) are located in a clean, safe and orderly condition, to at least the same standard as customer customarily uses to maintain the remainder of customer’s premises; and (v) promptly notify ChargePoint in writing of any suspected defect with a charging station(s).

5. Confidentiality. Each party agrees not to use the other party’s confidential and proprietary information (“Confidential Information”) except in the performance of the Services or as authorized by this Agreement, and not to disclose or otherwise make available such information to third parties without the other party’s prior written consent. Confidential Information does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information already known by the receiving party independent of the Confidential Information as evidenced by written records, (iii) information developed by the receiving party independent of the Confidential Information, and (iv) information that the receiving party rightfully obtains without restrictions on use and disclosure. Confidential Information shall remain the exclusive property of the disclosing party and no intellectual property right is licensed, granted or otherwise transferred by this Section 5 or any disclosure of Confidential Information to the receiving party.

6. Intellectual Property Rights.

(i) “Customer IP” means customer’s pre-existing or independently developed intellectual property rights.

(ii) “ChargePoint IP” means (a) ChargePoint’s pre-existing or independently developed intellectual property rights, (b) ChargePoint’s templates and tools used to provide Services, (c) ideas, concepts, techniques, models, and know-how created or co-created or developed or co-developed by ChargePoint during or in connection with the performance of Services, (d) all reports, evaluations, findings, data and reports provided by ChargePoint to customer in the performance of Services (collectively, “Materials”), and (e) all intellectual property rights in the foregoing or in any derivative works of the foregoing; provided, that ChargePoint IP excludes any Customer IP incorporated in the Materials.

(iii) As between the parties, (a) customer owns all right, title and interest in and to the Customer IP, and (b) ChargePoint owns all right, title and interest in and to the ChargePoint IP. Neither party is granted any right, title nor interest in the other party’s pre-existing intellectual property rights, either express or implied, under this Agreement. Each party reserves all rights not specifically granted to the other party under this Agreement or in the applicable Scope and Terms, and no licenses or other rights to a party’s intellectual property rights are granted by implication, estoppel or otherwise. Neither party shall use trademarks or logos of the other party, for the provision of the Services or otherwise, without the prior written consent of the other party.

(iv) Notwithstanding the above provisions in this Section 6, ChargePoint shall have the right to use, reproduce, and disclose the Materials (without attribution to customer). ChargePoint shall be free to provide material similar to the Materials to third parties

whose needs may be similar to customer's requirements, without violating its confidentiality obligations hereunder to customer.

7. Feedback. "Feedback" shall mean any feedback, comments, suggestions or other input provided by customer in connection with the Services. Customer shall be under no obligation to provide Feedback and shall not provide any Feedback that violates the rights of any third party. Customer hereby grants to ChargePoint a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license (with the right to sublicense) to use, modify, prepare derivative works of, display, perform and otherwise exploit in any manner the Feedback, and to make, have made, import, use, sell and otherwise distribute products and services using or incorporating the Feedback.

8. Service-Specific Additional Terms and Conditions.

- a. **Construction Project Management.** In the event that the Services include ChargePoint's consultative construction project management service, customer is responsible for directly entering into agreements between customer and its third-party contractor(s) (each, a "Contractor Agreement"). ChargePoint is not a party to Contractor Agreements and disclaims all liability (and customer shall ensure that ChargePoint has no liability) arising from or related to Contractor Agreements or any interactions between customer and any contractor or subcontractor engaged by or performing services for customer. ChargePoint is not responsible for any such contractor's or subcontractor's employees, agents, methods of construction, or failure to comply with any applicable laws or regulations.
- b. **Grant Support.** In the event the Services include ChargePoint's grant application support service, customer acknowledges and agrees ChargePoint does not guarantee that customer will attain a specific outcome or result from such service, including, without limitation, securing the applicable governmental grant funding for customer's EV charging project(s).

9. Term, Termination. This Agreement shall remain in full force and effect until completion of the Services as set forth in Section 1, subject to earlier termination as set forth below. Either party may terminate this Agreement if the other party is in material breach of any of its obligations under this Agreement (which shall include without limitation any nonpayment by customer of fees due for Services) and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof. Either party may terminate this Agreement immediately upon written notice if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party and has not been dismissed within 60 days of such filing. ChargePoint may terminate this Agreement upon written notice in the event that any law or regulation prevents or materially impedes the performance of the Services. Upon the expiration or termination of this Agreement, customer shall pay to ChargePoint any unpaid fees for Services performed up to the effective date of the expiration or termination.

10. Limitation of Liability. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR OTHERWISE BASED ON ANY EXPRESS, IMPLIED OR CLAIMED WARRANTIES NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR : (I) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR CLAIMS OF PERSONAL INJURY OR DEATH; (II) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; OR (III) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT (IN CUSTOMER'S CASE, IN ADDITION TO THE FEES AND EXPENSES PAYABLE BY CUSTOMER IN CONNECTION WITH THE SERVICES) EXCEED THE TOTAL FEES AND EXPENSES DUE AND PAYABLE BY CUSTOMER IN CONNECTION WITH THE SERVICE OR SERVICES GIVING RISE TO THE LIABILITY.

11. Force Majeure. "Force Majeure" means any act of God, fire, natural disaster, earthquake, accident, act or regulation of government or a governmental agency, or an act that is beyond the reasonable control of either party. Neither party will be deemed in default of this Agreement (other than with respect to any obligations of customer to pay for Services) to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of Force Majeure, provided that such party gives the other party written prompt notice thereof and continues to use its reasonable efforts to perform or cure, as applicable.

12. Miscellaneous. Neither party may assign this Agreement or any of its rights or duties hereunder, without the prior written consent of the other party, except that either party may assign its rights and duties hereunder in connection with its acquisition or the sale of all or substantially all of its assets. Any attempted assignment or delegation in violation of the preceding sentence shall be void. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. ChargePoint is an independent contractor and shall not be deemed an employee or agent of customer. The terms in this Agreement and in the applicable Scope and Terms constitute the complete agreement regarding any provision of Services by ChargePoint and supersede all prior agreements and discussions between the parties; provided, that in the event of any conflict between this Agreement and the applicable Scope and Terms or any other document the terms of this Agreement shall govern. In

particular, any additional terms contained on customer's ordering instrument or other documents shall be of no force or effect. All sections of this Agreement which by their nature should survive termination shall survive the termination of this Agreement. This Agreement shall be governed by the laws of the State of California (other than its conflicts of laws provisions). The parties hereby consent to the exclusive jurisdiction of and venue in the state or federal courts located in Santa Clara County, California. The parties shall comply with all applicable state, national and foreign laws and regulations. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. This Agreement may not be modified or amended, except in writing signed by a duly authorized representative of each party.

Grant Application Support Scope and Terms

ChargePoint’s Grant Development Team (“Grant Development Team”) assists customers seeking to apply for grant funding for their EV charging projects. Grant opportunities are available through grant applications such as RFPs, RFAs and RFQs issued by federal and state agencies, primarily through State Departments of Transportation and State Energy Offices.

To apply for a grant opportunity, the customer must first have an eligible site or project where the EV chargers will be installed. The Grant Development Team will then provide a suite of tools (e.g. program summaries, checklists, and proposal template), for the customer to review, fill out, and return, which will provide the information necessary for the Grant Development Team to assist the customer in developing the grant application. Requested information may include, without limitation, a description of the business structure, key staff that will be involved in the project, resumes, background and experience completing similar projects, project budgets and financial information, and other information specific to the grant opportunity. Timely responses and cooperation will be required from the customer to ensure that a complete and thorough grant application can be submitted on time. While a submission of a grant application in no manner guarantees success that the grant funding will be secured, the Grant Development Team will work with and advise the customer on ways to increase the probability of success based on the scoring criteria of the applicable grant application.

The table below describes the activities and expected deliverables (collectively the “Deliverables”) during the grant application development process. ChargePoint shall be free to provide material similar to the Deliverables to third parties whose needs may be similar to customer’s requirements. Each party’s use of the Deliverables shall be in compliance with its confidentiality obligations to the other party. The time to complete the grant application development process will vary depending on the complexity of the grant opportunity and how many unique locations or projects are submitted. The Grant Application Support service is subject to the ChargePoint Deployment and Consulting Services Terms and Conditions, as amended from time to time by ChargePoint, found at <https://www.chargepoint.com/legal/deployment-consulting-services>.

Critical Tasks and Activities, Deliverables and Completion Timeframe of Services		
Task		Deliverables
1	Review and Process RFP	Once the grant application (i.e. RFP, RFA, RFQ) opens, the Grant Development Team will complete a review of the grant application guidelines and associated attachments. The Grant Development Team will summarize the applicable grant application’s eligibility and requirements, via a PowerPoint and/or one-page summary, and may make, at customer’s request, such documentation available to customer.
2	Q&A	At the customer’s request, the Grant Development Team will compile and submit questions to the grant agency to clarify questions and/or comments from the grant application.

3	Checklist	If not provided by the applicable grant application, the Grant Development Team will create a checklist to track the various items needed to submit a grant response to the grant agency.
4	Customer Intake Form	The Grant Development Team will provide a list of information that the customer will need to provide to complete the grant application. A separate list may need to be filled out for each unique site the customer is applying for.
5	Budget	The Grant Development Team will provide a budget template to assist with the calculation of the budget projection to the level of specificity required for the grant application. Inputs may be required from the customer for design, engineering, and construction costs. For avoidance of doubt, ChargePoint offers a service separate from the Grant Application Support service (i.e. Site Preparation Plan) that collects and consolidates all the required site information for the budget projection step.
6	Letter of Commitment	The Grant Development Team will provide customer with a letter template that will be customized to the requirements of the grant application. This letter template will require the customer to provide the required customer's cost share for the project to move forward with the project if the applicable grant funding is awarded to the customer. Customer will submit to the grant agency the letter template on the customer's letterhead and have it signed by an authorized representative of the customer.
7	Draft Proposal	The Grant Development Team will develop a draft proposal based on inputs from the Customer Intake Form and other information gathered from the customer.
8	Draft Proposal Review	The Grant Development Team will send a draft proposal of the grant application to the customer for review and comment. Customer's authorized representative signature may also be required on various forms or letters at this step as well.
9	Final Proposal Review	The Grant Development Team and customer will work together to undertake a final review of the grant application before assembling and preparing the grant application for submission.
10	Proposal Submission	The grant application is submitted to the grant agency. Subject to customer's request and approval, the Grant Development Team may submit the application on behalf of the customer. However, some programs required the customer submit it themselves, via email or an online portal. For those programs, the Grant Development Team will provide advice on the submission process.

Additional Terms and Conditions of Grant Application Support

1. Grant Application Support requires that the customer install and use ChargePoint-provided hardware and cloud services for the applicable grant application if the customer is awarded grant funding for such application.
2. Customer may not use the grant application, as prepared in connection with Grant Application Support, and sites contained therein for any other grant opportunity without prior written approval from ChargePoint.

3. Customer must complete all required steps identified in the checklist, as referenced in step 3 in the above table, including without limitation:
 - a. Registering for any online portals required to submit grant application.
 - b. Providing their Federal Tax ID Number and documentation showing they are registered to do business in the particular state.
 - c. Providing their SAM.gov entity registration number.
 - d. Other items identified for each unique grant opportunity.
4. Customer must completely fill out the customer intake form, as referenced in step 4 in the above table, at least four (4) weeks prior to grant application deadline.
5. Customer must complete their draft proposal review, as referenced in step 8 in the above table, at least 1 week prior to grant application deadline. Customer's draft proposal review will include, without limitation, providing the Grant Development Team any comments and/or edits to the grant application and providing all necessary signed forms, including, without limitation, a Commitment Letter, as required by the applicable grant application.
6. The Grant Development Team will provide the customer with the final proposal, as referenced in step 9 in the above table, no later than 48 hours prior to grant application due date., As between the parties, the customer will be solely responsible for the submission of the grant application. ChargePoint will not be responsible in any manner for the customer missing the grant application deadline and/or technical issues related to the grant application submission.
7. Once the grant application is submitted, the customer will be solely responsible for communicating with the grant agency, including, without limitation, responding to any clarifying questions and/or providing requested supplemental information.
8. If the customer is selected for the grant award, the customer is solely responsible for any grant award agreement negotiations and contract execution.

CHARGEPOINT REMOTE SUPPORT TERMS AND CONDITIONS OF SERVICE

Remote Support is a remote-based maintenance and support service (“**Remote Support**”) for your Charging Equipment (defined below). For all purposes hereunder, “you” or “your” includes any of your employees, officers, agents, contractors or parties under your control or common control. With your Remote Support coverage, ChargePoint, Inc. (“**ChargePoint**”) will provide Remote Support subject to the terms and conditions of this agreement (“**Agreement**”).

1. Defined Terms:

- a. **Acknowledgement:** means the earlier of (i) ChargePoint confirming an Incident based on Proactive Monitoring, or (ii) you report an Incident to ChargePoint’s technical support with sufficient information for ChargePoint to confirm the Incident, and such Incident is verified by Remote Support.
- b. **Applicable Law:** means any applicable and promulgated constitutional provisions, statutes, acts, codes, laws, rules, regulations, ordinances, orders, decrees, rulings, judgments or decisions of a governmental authority or arbitral body with competent jurisdiction.
- c. **Certification:** means that you or your Technician have completed the Training and are compliant with ChargePoint’s requirements for on-site maintenance in connection with Remote Support for the applicable Charging Equipment model(s).
- d. **Charging Equipment:** means ChargePoint’s commercial-grade electric vehicle charging equipment offerings, e.g. CPF50, CT4000, CPE250, EXPP PL1, EXPP PB.
- e. **Charging System:** means the combination of Charging Equipment required to dispense a single charge (e.g., a charging station or a power block and a power link).
- f. **Cloud Services:** means any of ChargePoint’s cloud plans, e.g. Power, Commercial, and Enterprise, made available for subscription by ChargePoint through a separate agreement.
- g. **Commissioning:** means the process of ensuring charging station hardware is installed and operational in accordance with the Product Specifications.
- h. **Cosmetic Impairment:** means the occurrence of an Incident that (i) does not impair, limit, or modify the operation of the Charging Equipment, and (ii) does not prevent a Port from energizing a vehicle.
- i. **Customer Damage:** means (a) any Damage to Charging Equipment due to your action or inaction or (b) failure on your part to comply with any Customer Responsibilities as set forth in Section 3.
- j. **Damage:** means physical harm to the hardware components of any Charging Equipment which impairs, limits, or modifies (1) ChargePoint’s ability to provide Remote Support to such Charging Equipment; and/or (2) the operation or use of such Charging Equipment so as not to operate in conformance with its applicable Product Specifications.
- k. **Defect:** means any deficiency, whether latent or in the design, engineering, manufacturing, workmanship or materials used in any Charging Equipment causing it to fail to comply in all material respects with the Product Specifications, excluding for all purposes hereunder, any Software Defects.

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- l. **Extended Warranty:** means ChargePoint's Extended Parts Warranty (as defined in the Warranty) as described in the Warranty, a copy of which may be found here: <https://www.chargepoint.com/legal/warranty-na>
- m. **Incident:** means an occurrence of a service-related field issue with Charging Equipment identified by Remote Support or subsequently verified by Remote Support once you report an Incident.
- n. **Partner Portal:** means the online system made available by ChargePoint to you or your Maintenance Provider (as applicable) for the issuance, acceptance and closure of Work Orders to resolve and track Incidents requiring onsite intervention.
- o. **Port:** A charge connector or plug that is independently energizable (i.e., can dispense energy) at some power level, simultaneously or sequentially with another plug on the same dispenser.
- p. **Proactive Monitoring:** means ChargePoint's ongoing remote monitoring and interpretation of station sensor data, signals, faults, and alarms to detect Incidents prior to or after they occur.
- q. **Product Specifications:** means the product specifications applicable to your Charging Equipment as published or made available by ChargePoint.
- r. **Maintenance Provider:** means a third-party maintenance provider selected by you that has completed the Training and who employs Technicians.
- s. **Remote Diagnostic Time:** means the period from Acknowledgement to (1) issuance of a Work Order signifying ChargePoint's determination that onsite intervention is necessary; or (2) identify if the Incident is software-related.
- t. **Replacement Parts:** shall have the meaning provided in Section 13.
- u. **Response Time:** means the period from Acknowledgment to ChargePoint's provision of a response and confirmation that ChargePoint has started troubleshooting & diagnosis.
- v. **Spare Parts:** means field replaceable parts required for repair of Charging Equipment.
- w. **Software Defect:** means any defect, deficiency or "bug" in any software service, source code or platform, used, installed, or referenced by any Charging Equipment in connection with its operation or performance.
- x. **Service Levels:** shall have the meaning provided in Section 1 of Exhibit 1.
- y. **Service Level Table:** shall have the meaning provided in Section 1 of Exhibit 1.
- z. **Technician:** means an employee of your Maintenance Provider who has completed the Training.
- aa. **Third-Party Damage:** means any Damage to Charging Equipment due to the action or inaction of a party other than ChargePoint or you, including any Damage due to vandalism, accidents, and natural disasters.
- bb. **Training:** means the required ChargePoint maintenance training and certification course, as indicated by ChargePoint on its online learning portal, for you and/or the Maintenance Provider to provide the onsite-maintenance labor described in Section 5 (On-Site Maintenance).

cc. **Warranty:** means ChargePoint's current warranty terms and conditions, a copy of which may be accessed here: <https://www.chargepoint.com/legal/warranty-na>.

dd. **Work Order:** means a set of written instructions identified by Remote Support to address required on-site maintenance and that is submitted by ChargePoint to you or your Maintenance Provider through the Partner Portal.

2. **CHARGEPOINT RESPONSIBILITIES:** With ChargePoint Remote Support, ChargePoint agrees to do each of the following:

- a. Provide Proactive Monitoring of your Charging Equipment.
- b. Perform remote diagnosis and troubleshooting, subject to the Service Levels, with respect to your Charging Equipment.
- c. For the avoidance of doubt, you acknowledge and agree that any Replacement Parts are not provided in connection with Remote Support, rather in accordance with any Warranty and/or Extended Warranty that is applicable for your Charging Equipment.
- d. In the event ChargePoint determines an Incident requires maintenance, then ChargePoint will issue a Work Order to you, or the Maintenance Provider, identified in the Partner Portal to address such Incident.

3. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Remote Support, ChargePoint needs your cooperation. Specifically, you and/or your Maintenance Provider (as applicable) agree to:

- a. Comply with all Commissioning requirements in Section 4.
- b. Comply with all On-Site Maintenance requirements in Section 5.
- c. Purchase and maintain an active Cloud Services subscription and permit ChargePoint to remotely access the Charging Equipment as necessary for remote diagnostics and troubleshooting support.
- d. Purchase and maintain the same level of Service Levels for all the Charging Equipment components that make up your Charging System.
- e. Adhere to the instructions provided in any Work Order.
- f. Keep ChargePoint updated as to any changes to your contact information and/or Maintenance Provider that may affect ChargePoint's ability to perform its obligations under this agreement.
- g. Provide prompt responses to ChargePoint employees or agents, as applicable, in connection with any follow-up, troubleshooting or requests for additional information in connection with any Incident response or Work Order.
- h. Keep the areas in which Charging Equipment are in a clean, safe, and orderly condition in accordance with reasonable commercial standards.
- i. Promptly notify ChargePoint of any suspected Defect with the Charging Equipment.

Failure to carry out your responsibilities under this Section 3 may void, as determined in ChargePoint's sole and reasonable discretion, ChargePoint's obligations pursuant to this Agreement, including, without limitation, the Service Levels. The determination of your compliance with the requirements set forth in this Section 3 shall be made solely by ChargePoint in its sole and reasonable discretion..

4. **COMMISSIONING REQUIREMENTS:** ChargePoint will provide Remote Support to your Charging Equipment, provided you have satisfied the Commissioning requirements provided herein.

- a. If you perform Commissioning, you are responsible for ensuring your Charging Equipment is installed in accordance with the Product Specifications published by ChargePoint. ChargePoint reserves the right to conduct onsite site readiness inspections. ChargePoint reserves the right to charge you for any costs associated with responding to an Incident caused by your failure to install your Charging Equipment in accordance with such Product Specifications discovered during any onsite site readiness inspections, while performing Commissioning, or during an Incident resolution. ChargePoint may suspend your Remote Support until such installation defect has been remedied.
 - b. All ChargePoint DC Charging Equipment requires Commissioning by ChargePoint or an authorized commissioning partner designated by ChargePoint prior to ChargePoint providing Remote Support and performing its obligations under this Agreement.
 - c. If your Remote Support, Assure Pro service, Assure service, Warranty, or Extended Warranty for your Charging Equipment has been expired for more than 180 days, a site readiness inspection by ChargePoint or a ChargePoint authorized partner may be required in order to renew Remote Support for the applicable Charging Equipment to ensure that such Charging Equipment was installed and operating in accordance with the applicable Product Specifications. Any such site readiness inspection or work necessary to bring Charging Equipment into compliance with the Product Specifications may be at your cost.
 - d. Unless otherwise approved by ChargePoint in writing, any relocation of your Charging Equipment from its original installation location will require a new Commissioning by ChargePoint or a ChargePoint authorized partner.
5. **ON-SITE MAINTENANCE REQUIREMENTS:** In order to perform on-site maintenance pursuant to a Work Order, you and/or Maintenance Provider must comply with the following:
- a. You shall designate a single maintenance contact, either an employee or Maintenance Provider, that will review and accept Work Orders through the Partner Portal. You are responsible for keeping this contact up to date. Any changes to your contact must be promptly updated in the Partner Portal. You are responsible for any issues, damages, or delays caused by your or your Maintenance Provider's failure to provide current contact information in the Partner Portal.
 - b. You and/or your Maintenance Provider must complete Training and have Certification in good standing. Any failure to Certify and/or maintain Certification on the part of you and/or your Maintenance Provider may result in ChargePoint's inability to provide Remote Support. In the event of such failure, you will continue to be charged for Remote Support during your and/or Maintenance Provider's failure to Certify and/or maintain Certification.
 - c. Perform, or ensure your Maintenance Provider performs, any maintenance under this Agreement as provided in the applicable Work Order and according to the Product Specifications and your Training.
 - d. You and/or Maintenance Provider are responsible for any on-site labor or maintenance requirements related to or arising from your Remote Support, including, without limitation, obtaining the necessary permits, licenses, certifications, insurance, and any payment of taxes.
 - e. You must promptly address the issues identified in the applicable Work Order. ChargePoint will not provide any Remote Support for additional or subsequent Incidents to the affected Charging Equipment until the original issue identified in the applicable Work Order has been completed and you or your Maintenance

Provider set the Work Order status on Partner Portal to completed. You are responsible for uploading any documentation required in the Work Order to the Partner Portal.

- f. You must contact ChargePoint once the onsite maintenance pursuant to a Work Order is completed so ChargePoint can validate that the Incident has been rectified and the applicable Work Order can be moved to closed status.

6. **EXCLUSIONS FROM REMOTE SUPPORT COVERAGE:** In order to provide Remote Support, ChargePoint must be able to access and monitor your Charging Equipment. ChargePoint shall not be responsible for any failure to meet the Service Levels if ChargePoint is unable to provide Remote Support due to any of the following exclusions:

- a. Your failure to perform an obligation or requirement described in Sections 3 or 4, or your material, uncured breach of the Agreement.
- b. Equipment other than Charging Equipment, including, without limitation, switch gear, wiring, cellular or WiFi devices; are not subject to Remote Support.
- c. Damage occurring as a result of (i) improper site preparation or site maintenance, (ii) improper Charging Equipment installation, alteration, modification, or attempted repair of any Charging Equipment without a licensed and trained electrician approved in advance by ChargePoint, (iii) any physical relocation of the Charging Equipment, (iv) improper use or operation not in compliance with published ChargePoint maintenance or operation manuals, or (v) lack of proper Commissioning.
- d. Damage occurring as the result of repeated or prolonged abuse, misuse, or neglect of the Charging Equipment.
- e. Charging Equipment that may become inoperable due to your and/or Maintenance Provider's failure to comply with the scope of work or instructions provided in the applicable Work Order.
- f. Any repeated or excessive Customer Damage or Third-Party Damage, as determined by ChargePoint in its sole discretion.
- g. Use of the Charging Equipment with any third-party software, interfacing, parts or supplies not supplied or approved, in writing by ChargePoint, in advance of use.
- h. Vehicle to charger interoperability or communication issues. ChargePoint will, in good faith, work with you and vehicle manufacturers to resolve vehicle-charger interoperability issues, provided, however, that such efforts will not be subject to the Service Levels.
- i. Damage to Charging Equipment resulting from an extreme power surge, extreme electromagnetic field, or any other acts of nature.
- j. Any Applicable Law, the effect of which would cause ChargePoint or any Charging Equipment to be noncompliant with such Applicable Law in the event ChargePoint provided any services in connection with an Incident as contemplated by this Agreement.
- k. Force Majeure Event or unforeseeable circumstances beyond ChargePoint's reasonable control, and not due to the fault or negligence of ChargePoint, that prevents ChargePoint from performing its obligations under this Agreement.

In addition, you acknowledge and agree that you are solely responsible for any work, including, without limitation, the on-site maintenance pursuant to a Work Order, performed by you and/or your Maintenance Provider under this Agreement. ChargePoint is in no way responsible or liable for such work. The determination of the occurrence of any of the exclusions from coverage as set forth in this Section 6 shall be made solely by ChargePoint in its reasonable discretion.

7. **CUSTOMER ACKNOWLEDGEMENT:** You acknowledge and agree that in connection with the performance of its obligations under this Agreement, ChargePoint may use third-party agents and contractors separately engaged by ChargePoint. ChargePoint, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, ChargePoint shall maintain complete control over its employees, its subcontractors, and its operations. No partnership, joint venture or agency relationship is intended by ChargePoint and you to be created by this Agreement. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.
8. **CONTACT INFORMATION:** If at any time during the term of your coverage of ChargePoint Remote Support you believe you have Defective Charging Equipment, contact ChargePoint customer service at <https://www.chargepoint.com/support>.
9. **SERVICE TERM:** In the event you are purchasing Remote Support as a standalone service, i.e. without your purchase of Extended Warranty, each Remote Support subscription that you purchase for Charging Equipment will commence ninety (90) days from the invoice date and will last for the subscription length selected in an applicable order (the “**Service Term**”). In the event your Remote Support is provided through your Extended Warranty, your Remote Support will be coterminous with your Extended Warranty subscription. For greater certainty, to the extent applicable Charging Equipment is delivered, installed, and completes Commissioning before the Service Term commences as described above, the Charging Equipment will nevertheless have coverage under Remote Support and the Service Term will start at the expiration of the ninety (90) day period referenced above.
10. **RENEWAL:** Upon expiration of the Service Term, your Remote Support coverage will renew automatically for successive one-year terms (each, a “**Renewal Term**”) on the date of expiration of the current Service Term at the then current list price of a one-year renewal term of Remote Support applicable to your Charging Equipment unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Service Term or Renewal Term, as applicable. If this Agreement is not renewed due to your written notice of non-renewal, and is subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. Notwithstanding anything to the contrary herein, in the event ChargePoint discontinues Remote Support coverage for your Charging Equipment, your Remote Support subscription may not be renewed. Additionally, ChargePoint may, in its reasonable discretion, determine that it will not accept any renewal by you of your Remote Support services.
11. **PAYMENTS:** In the event Remote Support service is provided through your Extended Warranty, the terms found in your Extended Warranty shall govern with respect to any invoice and payment terms. In the event you have purchased Remote Support as a standalone service, ChargePoint will send you an invoice for the ChargePoint Remote Support subscription or other fees under this Agreement on or after the date the applicable Charging Equipment is shipped to you. Payment is due within thirty (30) days of the invoice date. All payments shall be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. You may not set off any amounts due to ChargePoint hereunder against amounts due to you under this Agreement. Fees payable to ChargePoint do not include any applicable withholding, sales, use, or other similar fees or taxes imposed by any government (other than taxes on the net income of ChargePoint) (“**Taxes**”), and you are responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late

payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by Applicable Law. You will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement or (b) refuse to provide ChargePoint Remote Support coverage until ChargePoint has received payment in full.

12. **MOVES OR TRANSFERS:** Your Remote Support coverage applies only to the Charging Equipment for which it was purchased. If you sell or otherwise transfer your Charging Equipment with an active Remote Support subscription to a third-party in accordance with Section 23, or that Charging Equipment is moved or otherwise transferred away from the original installation site, the Remote Support coverage may not be transferred without ChargePoint's prior written consent. In the event ChargePoint does provide its prior written consent to move or transfer Charging Equipment from the original installation site, Commissioning will be required for such new installation site prior to the commencement or resumption of any Remote Support coverage.
13. **REPLACEMENT PARTS AND STATIONS:** If applicable, any Spare Parts shall be provided by ChargePoint in accordance with your Warranty or Extended Warranty. Spare Parts or Charging Equipment that have been replaced (collectively "**Replacement Parts**") and are provided by ChargePoint pursuant to your Remote Support may be remanufactured or reconditioned Replacement Parts. If the exact Replacement Part is no longer manufactured by ChargePoint, then ChargePoint will use commercially reasonable efforts to provide Replacement Parts with substantially similar functionality to the defective Replacement Part. Any Replacement Parts provided under your Remote Support will become your property and all Replacement Parts returned to ChargePoint, whether under warranty or not, will become the property of ChargePoint. Any Replacement Parts will be covered by Remote Support for the remainder of your Remote Support coverage or ninety (90) days from the date of delivery of such Replacement Parts, whichever is later.
14. **INDEMNIFICATION.** To the maximum extent allowed by law, you shall defend, indemnify, and hold ChargePoint, its officers, directors, agents, affiliates, distribution partners, licensors, and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "**Claims**") suffered or incurred by such indemnified parties resulting from or arising out of (a) your actual or alleged use of Remote Support; (b) your or your Maintenance Partner's negligence or willful misconduct (including the negligence or willful misconduct of you or your Maintenance Partner's agents, employees, or anyone for whom you or your Maintenance Partner are legally liable); (c) you or your Maintenance Partner's breach of this Agreement; or (d) you or your maintenance Partner's breach of Applicable Law. ChargePoint reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification under this Agreement.
15. **LIMITS ON LIABILITY:** This Section limits ChargePoint's liability under ChargePoint Remote Support. Please read it carefully.
 - a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF REMOTE SUPPORT OR THE SERVICES CONTEMPLAED HEREUNDER, OR USE OF, OR INABILITY TO USE, THE CHARGING EQUIPMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER REMOTE SUPPORT WILL NOT EXCEED THE PRICE YOU PAID FOR REMOTE SUPPORT FOR THE THEN-CURRENT ANNUAL PERIOD OF REMOTE SUPPORT COVERAGE. THE LIMITATIONS SET FORTH

HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

b. Any failure on the part of ChargePoint to meet the Service Level shall not be considered a breach of this Agreement.

16. **TERMINATION:** You may terminate this Agreement without prejudice to any other remedy at law or equity if ChargePoint is in material breach of any of its obligations under this Agreement and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof. Upon termination for cause pursuant to Section 16, ChargePoint will refund a pro-rata portion of the fees you paid. Upon any termination for any other reason, you will not be entitled to a refund of any fees paid and will be responsible for any accrued and unpaid fees owed to ChargePoint.

17. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

The ChargePoint entity entering into this Agreement, the address to which you should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to your domicile:

If Subscriber are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable governing laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum set forth in the table above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claims may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

18. **NOTICES.** Any notice required or permitted by this Agreement shall be sent to you by ChargePoint via electronic mail to the address indicated by you in your ChargePoint Cloud Services account.

19. **AMENDMENT OR MODIFICATION:** ChargePoint reserves the right to modify this Agreement from time to time. ChargePoint will provide notice of each such modification to you. Your continued use of Remote Support following such notice will constitute an acceptance of the modified Agreement.
20. **WAIVER:** The failure of either party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
21. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war; terrorist act; epidemic; pandemic; quarantine; civil commotion; breakdown of communication facilities; breakdown of web host; breakdown of internet service provider; embargo; riot; strike; labor action; changes in laws or regulations; any lawful order, decree, or other directive of any government authority; material shortages; shortage of transport; and failures of suppliers to deliver the requisite material or components (a "Force Majeure Event").
22. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either party will to any extent be determined jointly by the parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
23. **ASSIGNMENT.** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding the foregoing, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you own and sell the real property where the Charging Equipment is installed, provided that any such purchasing entity assumes all your rights and obligations under this Agreement; provided further that, the purchasing entity does not violate any terms of this Agreement. In the event of any purported assignment in breach of this Section 23, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement by providing written notice to you. Any assignment under this Section 22 may necessitate updates to your contact information. ChargePoint is not responsible for any failure to meet its obligations under this Agreement caused by differences in such contact information arising from your assignment of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
24. **ENTIRE AGREEMENT.** This Agreement (including the attached Exhibits) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings pertaining to such subject matter. All purchase orders issued by you shall state that such purchase orders are subject to all of the terms and conditions of this Agreement and contain no other term other than the type of Remote Support coverage, the number of Charging Equipment for which Remote Support is ordered, the term of such Remote Support coverage, and applicable fees. To the extent of any conflict or inconsistency between this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.
25. **ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where ChargePoint has provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of this Agreement governs your relationship with ChargePoint. If there is any conflict between the English language version of this Agreement and a translated version, the English

language version shall control. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

[Remainder of Page Intentionally Left Blank]

Exhibit 1: Service Level Terms

1. **SERVICE LEVEL OBLIGATIONS.** ChargePoint will use commercially reasonable efforts to provide the Response Times, Remote Diagnostic Times, and time coverage periods described in the Service Level Table (collectively the “**Service Levels**”) in connection with Remote Support for the severity levels described in the following service level table (“**Service Level Table**”):

Severity Level	Description	Service Level	
		Standard	Critical
1 – Outage	Can’t charge (e.g., System Down)	1 Business Day Response Time 2 Business Day Remote Diagnostic Time 24x7 time coverage	1 Hour Response Time 12 Hour Remote Diagnostic Time 24x7 time coverage
2 – Impairment	Can charge but impaired, limited, or modified operation required (e.g., Reduced Power)	2 Business Day Response Time 3 Business Day Remote Diagnostic Time 8x5 time coverage	1 Business Day Response Time 2 Business Day Remote Diagnostic Time 8x5 time coverage
3 – non-Critical	All else (e.g., Inquiries, Cosmetic Impairment)	3 Business Day Response Time 8x5 time coverage	1 Business Day Response Time 8x5 time coverage

2. **EXCLUSIONS FROM SERVICE LEVEL OBLIGATIONS.** The Service Levels described in the Service Level Table are subject to the following exclusions:
 - a. Exclusions described in Section 6 of this Agreement.
 - b. Wait time by ChargePoint, before or after Acknowledgment, for you to provide ChargePoint additional information to qualify the issue, time to confirm dispatch, or time beyond the initial proposed dispatch date by ChargePoint.
3. **CONTACT INFORMATION.** You shall provide contact information for communicating with, and providing timely and accurate information and feedback to, ChargePoint in connection with Remote Support. You may update the contact information through your ChargePoint Cloud Services account.

CHARGEPOINT ASSURE

TERMS AND CONDITIONS OF SERVICE

ChargePoint Assure (“**Assure**”) is a full service and support program offered by the applicable ChargePoint entity found in Section 15 below (“**ChargePoint**”). Assure is designed specifically for your electric vehicle charging station purchased from ChargePoint or its representatives and qualified for Assure coverage (“**Charging Station**”). With your Assure coverage, ChargePoint and its operations and maintenance partners (“**O&M Partners**”) will provide the parts, labor, and other services indicated in these Assure Terms and Conditions of Service (“**Agreement**”). Published specifications for the Charging Stations are available via your ChargePoint account or upon request of ChargePoint or its representatives. For all purposes hereunder, “you” or “your” includes any of your employees, officers, agents, contractors or parties under your control or common control.

1. **WHAT IS COVERED:** With Assure, ChargePoint agrees to do each of the following, for so long as you purchase and maintain an Assure subscription. For further information please visit <https://chargepoint.com/products/service>.
 - a. **Parts:**
 - Ensure all parts are provided, as necessary, to correct any defect in the materials or workmanship of a Charging Station in a prompt and professional matter.
 - Each Charging Station shall be corrected so that the Charging Station functions in line with that Charging Station’s published specifications. For avoidance of doubt, such correction shall be limited to the Charging Station itself and not any issue related to installation or electrical infrastructure.
 - b. **Service and Labor:**
 - Except as otherwise provided, ensure that all labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner.
 - Ensure that labor is performed for repairs caused by vandalism or auto accidents that affect the Charging Stations functionality. For avoidance of doubt, labor is only covered for repairs required to enable the Charging Station to function. Parts are not covered for repairs required due to vandalism or auto accidents.

- Provide remote, automated monitoring of your Charging Station and perform triage with respect to any Charging Station that may be defective.
- Coordinate all repairs necessary to have your Charging Station back up and running.
- Ensure that you are provided a response no later than one business day from the date ChargePoint becomes aware of an issue.
- Ensure onsite repairs begin within one business day from the delivery of any parts required to fix your Charging Station.
- Provide a standard monthly summary and quarterly detailed station usage and performance metrics.

c. **Charging Station Uptime Objective:**

- A 98% annual station uptime objective, which means the percentage of time that a Charging Station can dispense energy during the 12-month period from the latter of the (i) activation of the applicable Charging Station; or (ii) start of your Service Term; provided that, such uptime objective is subject to the exclusions described in Section 6 (Exclusions from Coverage) herein. Any failure by Charging Stations to maintain the aforementioned annual station uptime objective shall not constitute a breach of this Agreement by ChargePoint. For the avoidance of doubt, the aforementioned annual station uptime objective does not apply to ChargePoint's cloud services.

2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring, or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations, including but not limited to any Skid Mounts. Additionally, Assure is not available for testing Charging Stations on non-commercially available vehicles. Assure labor is provided on an as available basis, per the requirements of Section 1 above.
3. **FURTHER COSTS:** If ChargePoint finds that the unit was not functioning, and is not otherwise covered by Assure subscription, then ChargePoint has the right to bill back for all costs incurred related to the warranty service ("**Bill Back Costs**"). For avoidance of doubt Bill Back Costs can include costs for investigation, equipment rental, engineering, travel, and other reasonable expenses that ChargePoint is required to spend to address a claim under Assure.
4. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Assure, ChargePoint needs your

cooperation. Specifically, you agree to:

- a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint's obligations.
 - b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased ChargePoint's cloud Services subscription necessary for remote access.
 - c. Maintain your premises in accordance with all applicable laws, rules, and regulations.
 - d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
 - e. Promptly notify ChargePoint of any suspected defect with a Charging Station. ChargePoint must have reasonable access to the Charging Station, including access to your requisite personnel, to address the service required.
5. **COMMISSIONING:** ChargePoint will provide Assure service to your Charging Stations provided you have satisfied the Commissioning requirements provided herein. "**Commissioning**" means the process of validating that a Charging Station is operational and installed in accordance with ChargePoint's specifications.
- a. If you or your certified ChargePoint installer perform Commissioning, you are responsible for ensuring your Charging Stations are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or commissioning guides, published by ChargePoint ("**Product Specifications**"). ChargePoint reserves the right to perform a site audit to assess installation quality. ChargePoint may charge you for any costs associated with responding to an issue caused by your failure to install your Charging Stations in accordance with the Product Specifications discovered while performing Commissioning or any time after your Assure subscription has commenced. ChargePoint may suspend your Assure coverage until such installation defect has been remedied.
 - b. All ChargePoint DC charging equipment requires Commissioning to be performed by ChargePoint, or an O&M Partner designated by ChargePoint, prior to ChargePoint providing Assure services or meeting its commitments under this Agreement.
 - c. If your Assure Pro service, standard Assure service, ChargePoint's standard warranty, or ChargePoint's extended parts warranty (as applicable) for your Charging Stations has been expired for more than 180 days, to ensure that such Charging Stations have been installed and maintained in accordance with the applicable Product Specifications, a site readiness inspection by

ChargePoint or a ChargePoint O&M Partner may be required in order to renew Assure on those Charging Stations. Any such site readiness inspection or work necessary to bring the Charging Stations into compliance with the Product Specifications may be at your cost.

- d. Any relocation of your Charging Station from its original installation location (including but not limited to any approved transfer pursuant to Section 12 of this Agreement) will require a new Commissioning before the commencement or resumption of your Assure coverage for that Charging Station.
6. **EXCLUSIONS FROM COVERAGE:** Except as expressly provided otherwise under this Agreement, ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:
- a. Cosmetic damage such as scratches and dents.
 - b. Normal aging or fading of colors due to exposure to the elements.
 - c. Abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.
 - d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint or Commissioned as provided in Section 5.
 - e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.
 - f. Vehicle to Charging Station interoperability or communication issues.
 - g. Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature.
 - h. Force Majeure Event or unforeseeable circumstances beyond ChargePoint's reasonable control that prevent ChargePoint from performing its obligations under Assure.

In addition, ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed pursuant to the provisions of Section 5 of this Agreement.

7. **CONTACT INFORMATION:** If at any time during the term of your coverage of ChargePoint Assure you believe you have defective Charging Equipment, contact Customer Service at the Customer Service number provided to you by your Account Executive, and follow any mutually agreed upon issue reporting procedures.
8. **SERVICE TERM:** Each Assure subscription that you purchase for a Charging Station will commence ninety (90) days from the invoice date and will last for the subscription length selected in an applicable order (the "Service Term"). For greater certainty, to the extent an applicable Charging Station is delivered, installed,

and activated before the Service Term commences as described above, your Charging Stations will nevertheless have coverage under Assure and the Service Term will start at the expiration of the ninety (90) day period referenced above.

9. **RENEWAL:** Upon expiration of your initial Service Term, your Assure coverage will renew automatically for successive one-year terms at the list price of the original Service Term, subject to increases and your right to terminate below (each a “**Renewal Term**”). Should the Renewal Term be cancelled and subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. If, however, you wish to terminate your Assure coverage under a Renewal Term, you may do so by providing thirty (30) days’ written notice of cancellation and ChargePoint will issue a pro-rata refund of any funds paid from the effective date of cancellation to the end of the applicable Renewal Term. Renewal Terms will commence on the date of the expiration of the original Service Term.
10. **PAYMENTS:** ChargePoint will send you an invoice for your Assure coverage on or after the date the applicable Charging Stations are shipped to you. Payment is due within thirty (30) days of the invoice date. If you have purchased extended Assure coverage and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars (or if you are located in Canada, Canadian dollars) and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and you are responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. You will reimburse ChargePoint for attorneys’ fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint’s rights or remedies, (a) terminate this Agreement or (b) refuse to provide Assure coverage until ChargePoint has received payment in full.
11. **TERMINATION:** You may terminate your Assure coverage without prejudice to any other remedy at law or equity: (i) if ChargePoint is in material breach of any of its obligations under Assure and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof or (ii) upon providing thirty (30) days prior written notice. Upon termination for cause pursuant to Section 11(i) or as provided for in Section 9 for a Renewal Term, ChargePoint will refund a pro-rata portion of the fees you paid for Assure. Upon any termination for any other reason, you will not be entitled to any refund of any fees paid.
12. **TRANSFERS:** Your Assure coverage applies only to the Charging Stations and installation site for which it

was purchased. Subject to Section 20 of this Agreement, if you sell or otherwise transfer your Charging Stations with an active Assure subscription to a third-party, and those Charging Stations are moved or otherwise transferred away from the original installation site, your Assure coverage may not be transferred without ChargePoint's prior written consent.

13. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or Charging Stations that have been replaced (collectively "**Replacement Parts**") that are provided by ChargePoint pursuant to your Assure coverage may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. Any Replacement Parts provided under your Assure coverage will become your property and all returned parts or returned Charging Stations, whether under warranty or not, will become the property of ChargePoint. Any Replacement Parts will be covered by Assure for the remainder of your Assure coverage or ninety (90) days from the date of delivery of such Replacement Parts, whichever is later.
14. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under Assure. Please read it carefully.
 - a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR ASSURE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 - b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
15. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION.** The ChargePoint entity entering into this Agreement, the address to which you should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to you are domiciled:

If you are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

16. AMENDMENT OR MODIFICATION: ChargePoint reserves the right to modify this Agreement from time to

time. ChargePoint will provide notice of each such modification to you. Your continued use of Assure following such notice will constitute an acceptance of the modified Agreement.

17. **WAIVER:** The failure of either party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
18. **FORCE MAJEURE:** Except for your payment obligations under this Agreement, neither party will be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake, explosion, or other natural disaster (irrespective of the affected party's condition of any preparedness therefore); war; terrorist act; epidemic; pandemic; quarantine; civil commotion; breakdown of communication facilities (including but not limited to utility, transmission or power failures); breakdown of web host; breakdown or act or omission of internet or other service provider; breakdown or act or omission of common carriers; embargo; riot; strike; labor action; changes in laws or regulations; any lawful order, decree, or other directive of any government authority; material shortages; shortage of transport; and failures of suppliers to deliver the required material or components (a "**Force Majeure Event**"). .
19. **SEVERABILITY:** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either party will to any extent be determined jointly by the parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
20. **ASSIGNMENT:** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you sell the property where the Charging Stations were installed, provided that any such purchasing entity assumes all rights and obligations under this Agreement; provided further that, the purchasing entity will not move or otherwise transfer the Charging Stations from original installation site. To the extent the purchasing entity desires to move or otherwise transfer the Charging Stations from the original installation site, Section 12 of this Agreement will apply. In the event of any purported assignment in breach of this Section 20, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement by providing written notice to you. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
21. **NO AGENCY OR PARTNERSHIP:** ChargePoint, in the performance of this Agreement, is an independent

contractor. In performing its obligations under this Agreement, ChargePoint shall maintain complete control over its employees, its subcontractors, and its operations. No partnership, joint venture or agency relationship is intended by ChargePoint and you to be created by this Agreement. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

22. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations, and writings pertaining to such subject matter. All purchase orders issued by you shall state that such purchase orders are subject to all of the terms and conditions of this Agreement and contain no other term other than the type of Assure coverage, the number of Charging Stations which Assure is ordered, the term of such Assure coverage, and applicable fees. To the extent of any conflict or inconsistency between this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.
23. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.
24. **ENGLISH LANGUAGE AGREEMENT GOVERNS:** Where ChargePoint has provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of this Agreement governs your relationship with ChargePoint. If there is any conflict between the English language version of this Agreement and a translated version, the English language version shall control. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.
25. **FOR CUSTOMERS IN THE PROVINCE OF QUEBEC, CANADA ONLY.** Customer confirms having first been presented with and given the opportunity to examine a version of this Agreement in French. The parties have expressly required that this Agreement and all related documents, including notices and other communications, be drawn up in English exclusively. Le client confirme avoir préalablement reçu et avoir eu l’opportunité de réviser une version en français de la présente convention. Les parties ont expressément exigé à ce que la présente convention ainsi que tous les documents qui s’y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.

Inspection Services: Scope and Terms

(Pilot Program)

1. General

1.1 Description. Inspection Services (as defined below) is an add-on Support Services option that may be available to you with ChargePoint's then-current Support Service offerings (e.g., Assure, Assure Pro, or Customer Managed Labor Plan) or your then-in effect ChargePoint-provided warranty coverage for your Hardware.

1.2 Subscription Terms and Conditions. Your Subscription for Inspection Services are subject to (a) the terms and conditions of this Scope and Terms document; and (b) ChargePoint's Master Support Services Terms and Conditions (found at www.chargepoint.com/legal/support-services ("**Master Support Terms**")), as each may be amended from time to time by ChargePoint. Any capitalized term not otherwise defined in this Scope and Terms document has the meaning ascribed in Master Support Terms.

1.3 Term and Termination of Pilot Program. The pilot program for Inspection Services is available to you for the time duration specified in the applicable purchase order or ChargePoint invoice under which you acquired entitlements for Inspection Services. During the first three months of the term of Pilot Program, you may terminate for convenience with 5 business days prior written notice to ChargePoint.

2. Scope of Inspection Services. The following subsections of this Section 2 collectively constitute the scope of services that ChargePoint will provide to you in connection with the pilot program for Inspection Services ("**Inspection Services**"). In connection with each onsite visit for Inspection Services, ChargePoint's authorized service provider, who will perform Inspection Services on behalf of ChargePoint ("**Service Provider**"), will undertake the following:

2.1 Hardware Inspection. Visually inspect the exterior of the applicable Hardware, including, without limitation, its main body, charging cable(s), cable management kit, and screen and inspect for any reported faults displayed on the Hardware's display. If a failed charging session has been reported by the applicable Hardware to ChargePoint prior to the applicable onsite visit, then Service Provider will perform a test charge to diagnosis the issue.

2.2 Hardware Cleaning. Wipe down and clean the applicable Hardware, including, without limitation, the removal of any unauthorized stickers on such Hardware.

2.3 Hardware Repair. Perform any adjustments to Hardware for it to operate in accordance with ChargePoint's applicable specifications for such Hardware. If Hardware has a then-in effect warranty coverage from ChargePoint or other Support Services-related coverage by ChargePoint (e.g. Assure, Assure Pro, etc.), then Service Provider will install Replacement Parts that are non-electrical in nature, e.g. charging cable latches, screen lenses, and cable management kit retractor cables, and subject to exclusions described in Master Support Terms. If there is an electrical-related issue, then such repair may be covered by other applicable Support Services that you may have entitlements from ChargePoint. In that case, ChargePoint will determine which other applicable Support Services may provide the appropriate coverage and refer such issue for resolution to ChargePoint's support team, and may be covered, subject to the applicable Support Service.

2.4 Site Area Inspection. Visually inspect the physical site area, as such area is owned or managed by you, where the applicable Hardware is installed (“**Site Area**”) for potential issues that pertain to Site Area and/or may impair the performance and operation of the Hardware. Such issues will be reported to you in accordance with Section 2.5 (Monthly Reporting). For the avoidance of doubt, Inspection Services does not include, and ChargePoint will not be responsible or liable for, the repair, maintenance, fixes, or remediation in any manner of any issues that pertain to Site Area.

2.5 Monthly Report. Provide you a monthly report of the findings of Service Provider’s visual inspection of the applicable Hardware and/or Site Area (as described in this Section 2) during the applicable reporting period, including recommendations for the maintenance and repair of Site Area, issues that may require other Support Services dispatches for Hardware, and repairs and cleanings made to Hardware.

2.6 Service Cadence. Various cadence for onsite visits are available (e.g. weekly, monthly, quarterly). The cadence of such onsite visits is determined by the SKU that you acquire entitlements to Inspection Services.

3. Your Responsibilities. You are required to inform ChargePoint of all pertinent information in connection with onsite visits for Inspection Services, including, without limitation, any blackout dates for such onsite visits and access requirements to Site Area and/or applicable Hardware. ChargePoint will schedule onsite visits for Inspection Services based on such pertinent information.

CHARGEPOINT MASTER SUPPORT SERVICES TERMS AND CONDITIONS

- 1. Description of Support Services.** These ChargePoint Master Support Services Terms and Conditions (“**Agreement**”) governs the provision of Support Services (defined below) by ChargePoint, Inc. (“**ChargePoint**”) to customer (“**you**” and “**your**”). Each subscription plan for Support Services (“**Subscriptions**”) provides Support Services-related coverage to you for the ChargePoint-covered charging stations and related hardware peripherals (“**Hardware**”) and may include a combination of remote support, parts and labor coverage, as further described in the applicable Support Scope and Terms. Each Subscription is offered by the applicable ChargePoint entity or entities referenced under “Entities” section below and is valid for US and Canada only. The scope of this Agreement is only for Support Services and does not include other services offered by ChargePoint (e.g., ChargePoint cloud plans) or products not described in the applicable Support Scope and Terms (e.g. ChargePoint’s Home Flex products or any of its successors). “**Support Services**” shall mean the service(s) provided to you subject to this Agreement and the applicable ChargePoint Support Services Scope and Terms (“**Support Scope and Terms**”) found at www.chargepoint.com/legal/support-services. This Agreement and Support Scope and Terms may be amended from time to time by ChargePoint.
- 2. Subscriptions.**

 - 2.1 Service Term and Renewal.** Each Subscription that you purchase will commence ninety (90) days after the invoice date of such Subscription and will continue for the term purchased via the applicable invoice or purchase order (“**Service Term**”). ChargePoint will send you an invoice for your Subscription on or after the date the applicable Hardware is shipped to you. Upon expiration of your initial Service Term, your Subscription will renew automatically for successive one-year periods (each a “**Renewal Term**”). Renewal Terms will commence on the date of the expiration of the initial Service Term or prior Renewal Term, as applicable
 - 2.2 Transfer.** If you sell or divest yourself of the applicable Hardware and wish to transfer or otherwise assign in any manner the applicable Subscription a third party, then you must provide 60 days prior written notice to ChargePoint of such sale or divestiture of Hardware. Failure to provide such prior notice will void the applicable Subscription for any successor third party.
 - 2.3 Commencement.** Your Hardware will be covered by the applicable Subscription starting after the Hardware has been delivered, installed, and activated (subject to the applicable requirements of ChargePoint) and until the end of the Service Term. Note that certain Hardware and corresponding Subscriptions may require you to fulfill certain activation obligations prior to the commencement of the applicable Support Services (for more details see the Installation, Commissioning and Activation Scope and Terms located at www.chargepoint.com/legal/deployment-consulting-services) (“**Deployment and Consulting Scope and Terms**”).
 - 2.4 Term and Termination.** This Agreement and applicable Support Scope and Terms shall remain in full force and effect until completion of Service Term or Renewal Term, subject to earlier termination as set forth below. Either party may terminate this Agreement if the other party is in material breach of any of its obligations under this Agreement (which shall include without limitation any nonpayment by customer of fees due for Services) and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof. Either party may terminate this Agreement immediately upon written notice if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party and has not been dismissed within 60 days

of such filing. ChargePoint may terminate this Agreement upon written notice in the event that any law or regulation prevents or materially impedes the performance of Support Services. All sections of this Agreement which by their nature should survive termination and/or expiration of this Agreement shall survive such termination and/or expiration.

If you exercise the termination rights described in this section, then you acknowledge and agree (a) you will be required to pay ChargePoint the full balance of fees you owe for the then-current Subscription; and (b) if you prepaid for the then-current Subscription, then you are not entitled to, and ChargePoint is not obligated to provide you in any manner, a refund of such prepayment. If you wish to terminate your Subscription pursuant to this section, ChargePoint will issue a pro-rata refund of any funds paid from the effective date of termination to the end of the applicable Service Term or Renewal Term. For termination for any other reason, you will not be entitled to any refund.

2.5 Reinstatement Fee. If you terminate the applicable Subscription during a Renewal Term and wish to reinstate such Subscription at a later date, such reinstatement will be subject to the payment of fees for the time period that lapses after such termination and prior to the reinstatement, plus any reasonable reinstatement fees charged by ChargePoint.

2.6 Payment. Payment for Subscriptions is due within thirty (30) days of the invoice date. All payment obligations are non-cancelable and non-refundable. Late payment shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by the applicable jurisdiction. You will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount is more than thirty (30) days overdue, ChargePoint may (a) terminate the applicable Subscription or (b) withhold Subscription coverage until ChargePoint has received payment in full. All payments shall be made in U.S. Dollars (or if you are based out of Canada, Canadian dollars) and may be made by wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement and/or Support Scope and Terms. Fees payable to ChargePoint do not include any taxes, and you are responsible for all such taxes.

2.7 Purchase after Activation. If you wish to purchase a Subscription after the activation of the applicable Hardware, then you will need to provide ChargePoint written evidence that there are no outstanding repair or defect issues with such Hardware. Approval of the activation of Subscription, as described in this section, will be at ChargePoint's sole discretion.

2.8 Relocation of Hardware. Any relocation of Hardware from its original installation location (including, without limitation, to any approved transfer pursuant to Section 2.2) will require (a) re-Activation (as further described in the Deployment and Consulting Scope and Terms); and (b) re-Commissioning (as further described in separate the Deployment and Consulting Scope and Terms) if Hardware is a DC charging station.

2.9 Maximum Service Term. ChargePoint will not sell or make available Subscriptions beyond the useful life of the applicable Hardware, i.e., 10 years after its initial activation. ChargePoint, in its sole discretion, may amend from time to time the calculation of the useful life of any Hardware.

3. Support Services.

3.1 Coverage. If included in your applicable Subscription, ChargePoint will provide parts and/or labor coverage for the applicable Hardware.

3.2 Covered Hardware. Unless otherwise described in the applicable Support Scope and Terms, only certain Hardware purchased from ChargePoint or an authorized ChargePoint distributor or reseller may receive Support Services. Please refer to the Scope and Terms for a list of Hardware covered by the applicable Subscription.

3.3 Active Cloud Plan Requirement. Unless otherwise described in the applicable Support Scope and Terms, you must maintain an active ChargePoint cloud plan to receive Support Services.

3.4 Replacement Parts. If the then-current Subscription provides “parts cost coverage” for replacement hardware components and/or Hardware that ChargePoint uses to repair and/or replace your defective Hardware (“**Replacement Parts**”), then Replacement Parts will be provided at no charge. You acknowledge and agree Replacement Parts may be remanufactured or reconditioned (a) hardware components of Hardware; or (b) Hardware if such Hardware is no longer manufactured; provided, that ChargePoint will use reasonable efforts to provide such Hardware that provides substantially similar functionality. Any Replacement Parts provided to you via a Subscription will become your property and all parts and/or Hardware returned by you or your authorized representative to ChargePoint in connection with any Support Services will become the property of ChargePoint.

3.5 Your Responsibilities. You agree to: (a) provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations, including access to your requisite personnel and physical site, to address the required Support Services; (b) promptly provide accurate and complete information as requested by ChargePoint in connection with the provision of any Support Services; (c) maintain the physical site in which Hardware is located in accordance with all applicable laws, regulations and rules; and (d) keep the physical site in which Hardware is located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your sites and/or premises.

3.6 Exclusions. The following issues are not covered by Support Services:

- a. **Damage and Misuse.** Damage to Hardware caused by you and/or third parties, including, without limitation, abuse, negligence, vandalism, accidents, or any other events. In addition, any use of the Hardware in a manner that is not in compliance with the specifications of Hardware, as described in the applicable ChargePoint documentation.
- b. **Cosmetic Damage.** Cosmetic damage to Hardware such as scratches and dents.
- c. **Normal Aging and Discoloration.** Normal aging or discoloration of Hardware due to exposure to environmental elements.
- d. **Unapproved Deployment or Alteration.** Installation, operation, alteration, modification, or relocation of the Hardware or firmware incorporated in such Hardware that was not approved in writing by ChargePoint.
- e. **Force Majeure.** Force majeure events or unforeseeable circumstances beyond ChargePoint’s reasonable control that prevent ChargePoint from performing its Support Services-related obligations.
- f. **Lack of Commissioning.** DC charging station(s) that has not undergone Commissioning, as such term is described in Deployment and Consulting Scope and Terms.
- g. **Fraudulent Actions.** Fraudulent actions or omissions in connection with Support Services-related requests, e.g. removal or alteration of the serial number of the applicable Hardware.

- h. **Unapproved Interfaces.** Use of Hardware with software, interfaces, parts or supplies not approved in writing by ChargePoint.
- i. **Interoperability.** Vehicle-to-Hardware interoperability or communication issues, including, without limitation, testing on non-commercially available vehicles.
- j. **Timely Notification.** If you do not notify ChargePoint on a timely basis (as reasonably determined in ChargePoint’s discretion) of the Hardware-related issue (e.g. inability to dispense energy) or impairments (can charge but impaired, limited or modified safe operation of the charger is required) as soon as you first become aware of such issue.
- k. **Certification.** If the installation or maintenance of Hardware is performed by a technician not certified by ChargePoint.
- l. **Hardware Not Covered by Support Services.** ChargePoint takes no responsibility or liability with respect to repairing, replacing, monitoring, or servicing anything other than Hardware covered by a then-current Subscription. For example, ChargePoint is not responsible for the physical mounting and electrical wiring of Hardware, performance of any cellular or Wi-Fi repeaters connected to Hardware, or third-party hardware accessories installed with Hardware that are not covered by Support Services, including, without limitation, skid mounts.
- m. **Customer Responsibilities.** If by your action or inaction you do not comply with your responsibilities as described in Section 3.5.
- n. **Cloud Issues.** Issues related to your ChargePoint cloud services (e.g., Cloud Plan or Fleet Ops). Notwithstanding the foregoing, issues related to your software embedded within the applicable Hardware (e.g., firmware) are covered by the applicable Support Services.

3.7 Service Levels

- a. **Service Level Matrix.** In connection with the applicable Subscription(s), ChargePoint will use commercially reasonable efforts to provide the support level objectives for Support Services (“**Service Levels**”) as set forth in the “Service Level Category” table below. For more details on which Service Levels apply to your Subscription, please refer to the applicable Support Scope and Terms. Any failure by ChargePoint to meet and/or maintain the Service Levels shall not constitute a breach of this Agreement.

Service Level Category		Standard			Critical		
		1	2	3	1	2	3
Severity		1	2	3	1	2	3
Type of Hardware-Related Issue		Outage	Impairment	Non-Critical	Outage	Impairment	Non-Critical
Service Levels	Response	1 Business Day	2 Business Days	3 Business Days	1 Hour	1 Business Days	2 Business Days
	Diagnosis	2 Business Days	3 Business Days	-	12 Hours	2 Business Days	-
	Resolution	5 Business Days	6 Business Days	-	24 Hours	5 Business Days	-
	Annual Port Uptime	98%	-	-	99%	-	-
	Part Delivery	4 Business Days	4 Business Days	4 Business Days	4 Business Days	4 Business Days	4 Business Days

b. **Definitions for Service Level Category Table.** The following definitions apply to the defined terms used in the “Service Level Category” table above:

- i. **Standard.** This Service Level Category is applicable to the Subscription(s) as described in the applicable Support Scope and Terms.
- ii. **Critical.** This Service Level Category is applicable to the Subscription(s) as described in the applicable Support Scope and Terms.
- iii. **Outage.** Issues which completely prevent the Hardware from dispensing electricity (i.e. inoperable station).
- iv. **Impairment.** Issues that require a workaround to use the Hardware, but the Hardware is still able to dispense electricity (e.g., broken cable management kit).
- v. **Non-Critical.** Issues that do not constitute Outages or Impairments (e.g., general information requests, or Hardware-related wear and tear).
- vi. **Acknowledgement.** The earlier of (a) ChargePoint confirming an issue using proactive monitoring; or (b) you first report the applicable issue to ChargePoint’s technical support with all the necessary information required by ChargePoint to acknowledge to you the receipt of the reported, applicable issue outlined in the “Service Level Category” table.
- vii. **Response.** Time from Acknowledgement to ChargePoint’s provision of a response and confirmation that ChargePoint has started the troubleshooting and diagnosis of the applicable issue.
- viii. **Diagnosis.** Time from Acknowledgement to (i) when ChargePoint issues a work order that confirms that an onsite repair work is necessary; (ii) written confirmation from ChargePoint to you that the applicable issue can be remotely resolved; or (iii) when ChargePoint quotes you the cost of the applicable Replacement Part in connection with the onsite repair work.
- ix. **Resolution.** Time from Acknowledgement to a complete resolution of the Hardware-related issue, as determined by ChargePoint.
- x. **Annual Port Uptime.** The percentage of time that a port can dispense energy during the 12-month period from the latter of the (i) activation of the applicable Hardware; or (ii) start of your Service Term; provided that, such uptime objective is subject to exclusions described in Section 3.8 herein. For the avoidance of doubt, Annual Port Uptime does not apply to ChargePoint’s cloud services.
- xi. **Part Delivery.** Time from Acknowledgement to the delivery to you or your authorized recipient of a Replacement Part.

3.8 Service Level Exclusions

- a. **Rescheduled Dispatches.** Time between the initially proposed dispatch date from ChargePoint and the final dispatch date if rescheduled at your request.
- b. **Inability to Service.** Time between the initial visit and any follow-up visit if the follow-up is required due to your action or inaction preventing ChargePoint from resolving the issue.
- c. **Other Exclusions.** The applicable exclusions described in Section 3.6.

4. **Warranty; Other Disclaimers.** THE SUPPORT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THIS IS THE FULL EXTENT OF WARRANTIES PROVIDED BY CHARGEPOINT UNDER THIS AGREEMENT AND THE APPLICABLE SUPPORT SCOPE AND TERMS. NO OTHER CHARGEPOINT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSOR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT, THE APPLICABLE SUPPORT SCOPE AND TERMS, OR IN ANY PROPOSAL, CONTRACT, REPORT, STATEMENT OF WORK OR OTHER DOCUMENT IN CONNECTION WITH THE SUPPORT SERVICES THAT IS PROVIDED BY CHARGEPOINT, AND CHARGEPOINT SPECIFICALLY DISCLAIMS ALL

OTHER SUCH WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

5. Limitation of Liability. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR OTHERWISE BASED ON ANY EXPRESS, IMPLIED OR CLAIMED WARRANTIES NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR : (I) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR CLAIMS OF PERSONAL INJURY OR DEATH; (II) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; OR (III) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT (IN YOUR CASE, IN ADDITION TO THE FEES AND EXPENSES PAYABLE BY YOU IN CONNECTION WITH THE APPLICABLE SUBSCRIPTION) EXCEED THE TOTAL FEES AND EXPENSES DUE AND PAYABLE BY YOU IN CONNECTION WITH THE APPLICABLE SUBSCRIPTION (I.E. SUPPORT SERVICES) GIVING RISE TO THE LIABILITY.

6. Intellectual Property Rights.

6.1 "Your IP" means your pre-existing or independently developed intellectual property rights.

6.2 "ChargePoint IP" means (a) ChargePoint's pre-existing or independently developed intellectual property rights, (b) ChargePoint's templates and tools used to provide Support Services, (c) ideas, concepts, techniques, models, and know-how created or co-created or developed or co-developed by ChargePoint during or in connection with the performance of Support Services, (d) all reports, evaluations, findings, data and reports provided by ChargePoint to you in the performance of Support Services (collectively, "**Materials**"), and (e) all intellectual property rights in the foregoing or in any derivative works of the foregoing; provided, that ChargePoint IP excludes any Your IP incorporated in the Materials.

6.3 As between the parties, (a) you own all right, title and interest in and to Your IP, and (b) ChargePoint owns all right, title and interest in and to the ChargePoint IP. Neither party is granted any right, title nor interest in the other party's pre-existing intellectual property rights, either express or implied, under this Agreement or applicable Support Scope and Terms. Each party reserves all rights not specifically granted to the other party under this Agreement or applicable Support Scope and Terms, and no licenses or other rights to a party's intellectual property rights are granted by implication, estoppel or otherwise. Neither party shall use trademarks or logos of the other party, for the provision of the Support Services or otherwise, without the prior written consent of the other party.

6.4 Notwithstanding the above provisions in this section, ChargePoint shall have the right to use, reproduce, and disclose the Materials (without attribution to you). ChargePoint shall be free to provide material similar to Materials to third parties whose needs may be similar to your requirements, without violating its confidentiality obligations hereunder to you.

7. Feedback. "**Feedback**" shall mean any feedback, comments, suggestions or other input provided by you in connection with the Support Services. You shall be under no obligation to provide Feedback and shall not provide any Feedback that violates the rights of any third party. You hereby grant to ChargePoint a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license (with the right to sublicense) to use, modify, prepare derivative works of, display, perform and otherwise exploit in any manner the Feedback,

and to make, have made, import, use, sell and otherwise distribute products and services using or incorporating the Feedback.

8. Confidentiality. Each party agrees not to use the other party's confidential and proprietary information ("**Confidential Information**") except in the performance of the Support Services or as authorized by this Agreement, and not to disclose or otherwise make available such information to third parties without the other party's prior written consent. Confidential Information does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information already known by the receiving party independent of the Confidential Information as evidenced by written records, (iii) information developed by the receiving party independent of the Confidential Information, and (iv) information that the receiving party rightfully obtains without restrictions on use and disclosure. Confidential Information shall remain the exclusive property of the disclosing party and no intellectual property right is licensed, granted or otherwise transferred by this section or any disclosure of Confidential Information to the receiving party.

9. Miscellaneous.

9.1 Force Majeure. "**Force Majeure**" means any act of God, fire, natural disaster, earthquake, accident, act or regulation of government or a governmental agency, or an act that is beyond the reasonable control of either party. Neither party will be deemed in default of this Agreement and/or applicable Support Scope and Terms (other than with respect to any obligations by you to pay for the applicable Subscription) to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of Force Majeure; provided, that such party gives the other party written prompt notice thereof and continues to use its reasonable efforts to perform or cure, as applicable.

9.2 Miscellaneous. Neither party may assign this Agreement or any of its rights or duties hereunder, without the prior written consent of the other party, except that either party may assign its rights and duties hereunder in connection with its acquisition or the sale of all or substantially all of its assets. Any attempted assignment or delegation in violation of the preceding sentence shall be void. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. ChargePoint is an independent contractor and shall not be deemed an employee or agent of you. The terms in this Agreement and in the applicable Support Scope and Terms constitute the complete agreement regarding any provision of Support Services by ChargePoint and supersede all prior agreements and discussions between the parties; provided, that in the event of any conflict between this Agreement and the applicable Support Scope and Terms or any other document the terms of the applicable Support Scope and Terms shall govern. In particular, any additional terms contained on your ordering instrument or other documents shall be of no force or effect. The parties shall comply with all applicable state, national and foreign laws and regulations. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. This Agreement may not be modified or amended, except in writing signed by a duly authorized representative of each party.

9.3 Governing Law, Jurisdiction, ChargePoint Entities, and Dispute Resolution. The ChargePoint entity entering into this Agreement with you, the address to which you should direct notices under this

Agreement, the governing law, and place of jurisdiction, shall be determined according to where you are domiciled:

If You are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable “Governing Laws” above in the table above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

Standard Parts Warranty

Our Promise

This Standard Parts Warranty (“**Warranty**”) is offered by the applicable ChargePoint entity or entities referenced under the “Additional Information” section below (“**CHARGEPOINT**”) pursuant to these terms and conditions for purchasers (“**you**” and “**your**”) of electric vehicle charging station-related hardware (“**Hardware**”) purchased from CHARGEPOINT or one of its authorized resellers for your own use and not for resale. The Warranty is transferrable and is valid for U.S.A. and Canada only. The Warranty may only be transferred in the event you are subject to a sale, acquisition, or other similar corporate transaction. Additionally, such transfer must occur within three (3) months after the date of the commencement of the applicable warranty, as further described below. The Warranty does not apply to CHARGEPOINT’S Home Flex products or any of its successor offerings (see CHARGEPOINT’S website for the applicable warranty for those products).

If you have purchased CHARGEPOINT Assure coverage and your applicable Hardware have been installed in accordance with the requirements for CHARGEPOINT Assure coverage, CHARGEPOINT will provide to you CHARGEPOINT Assure coverage and will, among other things, perform the monitoring, triage, coordination, and on-site repair or replacement services described in the CHARGEPOINT Assure Terms and Conditions of Service, which are separate from these terms and conditions. If you did not purchase CHARGEPOINT Assure coverage and/or do not comply with the installation requirements, then your applicable warranty coverage will be limited to that described herein.

LIMITED TWO-YEARS PARTS WARRANTY: Subject to the exclusions from warranty set forth below, CHARGEPOINT warrants that your (1) Hardware and/or (2) Hardware Accessory for your Hardware that you purchased from CHARGEPOINT, will be free from any defects in materials or workmanship for a period of two (2) years (“**Warranty Period**”). “**Hardware Accessory**” means the CHARGEPOINT-manufactured parts that are standalone and add-on parts that are used in connection with your charging station. Your Warranty Period for Hardware commences on the earlier to occur of (i) the date you activate your Hardware or (ii) six (6) months after the date your Hardware is shipped to you. Your Warranty Period for Hardware Accessory start after the date the applicable Hardware Accessory is shipped to you. If your Hardware and/or Hardware Accessory become defective during the Warranty Period, CHARGEPOINT will, upon written notice provided in accordance with these terms and conditions, either repair or replace, at CHARGEPOINT’S election, Hardware and/or Hardware Accessory. The Warranty covers both parts and factory labor necessary to repair your Hardware and/or Hardware Accessory but does not include any on-site labor costs related to un-installing or repair of the defective Hardware and/or Hardware Accessory or reinstalling the repaired or replacement Hardware and/or Hardware Accessory. Notwithstanding anything otherwise in this Warranty, CHARGEPOINT warrants that the CHARGEPOINT-manufactured upgraded parts and/or accessories for your Hardware and/or Hardware Accessory that you purchase after the initial purchase of the applicable Hardware and/or Hardware Accessory will be free from any defects in materials or workmanship for a period of six (6) months. This six-month warranty coverage for the CHARGEPOINT-manufactured upgraded parts and/or accessories will commence on the date the items are shipped to or picked up by you.

PURCHASE OF EXTENDED PARTS WARRANTY. You may purchase, prior to the end of the Warranty Period, additional years of warranty coverage for your Hardware and/or Hardware Accessory beyond the Warranty Period (“**Extended Parts Warranty**”). The terms and conditions of the Warranty shall govern the Extended Parts Warranty. Your purchase of Extended Parts Warranty includes CHARGEPOINT’S remote support service (“**Remote Support**”), as defined and governed in the separate Remote Support Terms and Conditions found at www.chargepoint.com/legal/support-services (“**Remote Support Agreement**”). With respect to Remote Support, in the

event of any inconsistency or conflict between the Remote Support Agreement and this Warranty, the Remote Support Agreement will prevail and control over this Warranty. CHARGEPOINT will send you an invoice for the coverage for Extended Parts Warranty that you order. Payment is due within thirty (30) days of the invoice date. If you have purchased multiple years of the Extended Parts Warranty and have chosen the annual payment option, then CHARGEPOINT will invoice each annual payment on the anniversary date of your Extended Parts Warranty coverage. All payments shall be made in U.S. Dollars and may be made by check, wire transfer, ACH payment system or other means approved by CHARGEPOINT. Customer may not offset any amounts due to CHARGEPOINT hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CHARGEPOINT do not include any taxes and you are responsible for any and all such taxes. All payment obligations under the Extended Parts Warranty are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate.

LIMITED OUT OF WARRANTY REPLACEMENT PARTS WARRANTY. Subject to the exclusions from warranty coverage set forth below, CHARGEPOINT warrants that any replacement parts for your Hardware and/or Hardware Accessory that are no longer covered under the Warranty Period, or Extended Parts Warranty as applicable, at the time of your purchase from CHARGEPOINT (“**Out of Warranty Replacement Parts**”) will be free from any defects in materials or workmanship for a period of six (6) months (“**Out of Warranty Replacement Parts Coverage Period**”). Your Out of Warranty Replacement Parts Coverage Period commences on the date your Out of Warranty Replacement Part is installed to repair the applicable Hardware and/or Hardware Accessory. If your Out of Warranty Replacement Part becomes defective during the Out of Warranty Replacement Parts Coverage Period, then CHARGEPOINT will, upon written notice provided in accordance with these terms and conditions, either repair or replace, at CHARGEPOINT’s sole discretion, the Out of Warranty Replacement Part. The warranty that applies to your Out of Warranty Replacement Part covers the cost to replace your defective Out of Warranty Replacement Part and associated shipping costs but does not include any on-site labor costs related to un-installing or repair of the defective Out of Warranty Replacement Part or reinstalling the repaired or replacement for the Out of Warranty Replacement Part.

Follow These Easy Steps to Obtain Warranty Service

1. Contact CHARGEPOINT to activate your applicable warranty through the installation and activation process, if applicable, for your Hardware.
2. If during the term of your applicable warranty you believe you have an item that ceases to properly function per CHARGEPOINT’S specifications (“**Non-Functional Item**”), then contact Customer Service at <https://www.chargepoint.com/support> and request warranty service from CHARGEPOINT. At the time of your call, CHARGEPOINT will determine if your issue can be resolved remotely or will require a replacement item (“**Replacement Item**”).
3. If your issue cannot be resolved remotely, to ensure prompt and proper diagnosis and repair physical on-site troubleshooting of suspected defects, and coordination with CHARGEPOINT, must be performed by an electrician at your sole expense. If CHARGEPOINT determines that the defect appears to be covered by your applicable warranty and such warranty is still in effect, CHARGEPOINT will ship the Replacement Items to you or an electrician you designate. If CHARGEPOINT requires the return of the Non-Functional Item, CHARGEPOINT will provide to you a Return Material Authorization (“**RMA**”) number for you to reference when you return the Non-Functional Item for repair or replacement. You will be responsible for the receipt of Replacement Items and the return of the applicable Non-Functional Item. As part of the applicable warranty service process, you will be asked for the following:
 - a. A detailed description of the problems you are experiencing with the applicable item;

- b. The model number and serial number of the applicable item;
 - c. Proof of purchase (such as a copy of the CHARGEPOINT invoice for the applicable item); and
 - d. Shipping information
4. CHARGEPOINT will ship you the Replacement Item, at no charge to you, along with any RMA instructions. You will be responsible for the on-site labor to un-install, repair, and reinstall your Replacement Item.
 5. Subject to CHARGEPOINT'S return policy referenced below, you may be required to ship the Non-Functional Item to CHARGEPOINT in accordance with any RMA instructions provided, including, without limitation, referencing the RMA number in the shipping documentation or on the shipping container. The Non-Functional Item must be returned in a shipping container (e.g. shipping container for the Replacement Item) designed to prevent damage to those items. All Non-Functional Items, whether covered under the applicable warranty or not, become the property of CHARGEPOINT.
 6. If you do not return the Non-Functional Item in accordance with CHARGEPOINT'S return policy referenced below, CHARGEPOINT may invoice you for the value of the Replacement Item.
 7. For more information on CHARGEPOINT's return policy ("**Return Policy**") as it applies to the applicable warranty service, please visit www.chargepoint.com/legal/support-services. The Return Policy is incorporated by reference into these terms and conditions.

IMPORTANT

1. You are responsible for the proper installation and maintenance of the Hardware, Hardware Accessory, Replacement Item, and/or Out of Warranty Replacement Parts, including, without limitation, the de-installing of any such defective items sent to you.
2. Any service or repairs beyond the scope of the applicable warranty above will be performed upon your approval at CHARGEPOINT's then prevailing labor rates and other applicable charges.
3. Hardware, Hardware Accessory, Replacement Items, and/or Out of Warranty Replacement Parts that are found by CHARGEPOINT not covered by the applicable warranty or otherwise ineligible for warranty service will be returned, repaired, or replaced, at your expense and at CHARGEPOINT's standard charges, subject to your approval.
4. Please read carefully through the detailed descriptions of the applicable warranties above, the EXCLUSIONS FROM LIMITED PRODUCT WARRANTY, and the LIMITATIONS ON WARRANTY AND LIABILITY on the following pages to assure that your Hardware is eligible for the applicable warranty service without additional cost to you.

REPLACEMENT ITEMS

You acknowledge that Replacement Items and/or Out of Warranty Replacement Parts provided by CHARGEPOINT under the applicable warranty may be remanufactured or reconditioned item. If the exact model of the applicable item is no longer manufactured by CHARGEPOINT, then the Replacement Item may be an item with substantially similar functionality. Any Replacement Items will be warranted for the remaining duration of the original Warranty.

EXCLUSIONS FROM WARRANTY

IMPORTANT: The applicable warranty on your Hardware, Hardware Accessory, Replacement Item, or Out of Warranty Replacement Part shall not apply to defects or service repairs resulting from the following:

- Improper site preparation or maintenance, improper installation, lack of commissioning service (if applicable to your Hardware), cosmetic damage such as scratches and dents, or normal aging.

- Abuse, vandalism, damage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the item in a way other than as specified in the applicable CHARGEPOINT documentation.
- Installation, alteration, disassembly, modification or relocation of the item that was not approved in writing by CHARGEPOINT or performed by CHARGEPOINT or by a certified CHARGEPOINT installer or service provider.
- Use of the item with software, interfacing, parts or supplies not supplied by CHARGEPOINT.
- Damage as a result of extreme power surge, extreme electromagnetic field or any acts of nature.
- Any repeated or excessive damage caused by you or third parties, as determined by CHARGEPOINT in its sole discretion.
- Vehicle to charger interoperability or communication issues.
- Any other causes beyond the control of CHARGEPOINT.

IN ADDITION: The applicable warranty on your Hardware, Hardware Accessory, Replacement Item, or Out of Warranty Replacement Part shall not apply if the original identification markings (for example, serial numbers and trademarks) have been defaced, altered, or removed. THE APPLICABLE WARRANTY APPLIES ONLY TO YOUR HARDWARE, HARDWARE ACCESSORY, REPLACEMENT ITEMS, OR OUT OF WARRANTY REPLACEMENT PARTS AND NOT TO ANY CHARGEPOINT SERVICE PLAN. CHARGEPOINT SPECIFICALLY DOES NOT WARRANT THAT ANY CHARGEPOINT SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

LIMITATIONS ON WARRANTY AND LIABILITY

NO AGENT OF CHARGEPOINT IS AUTHORIZED TO ALTER OR EXCEED THE APPLICABLE WARRANTY OBLIGATIONS OF CHARGEPOINT. THE REMEDIES UNDER THE APPLICABLE WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES. CHARGEPOINT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OTHER THAN THE APPLICABLE WARRANTIES SET FORTH ABOVE. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CHARGEPOINT HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER EXPIRATION OF THE APPLICABLE WARRANTY PERIOD. Some states or jurisdictions do not allow the exclusion of express or implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE HARDWARES, HARDWARE ACCESSORIES, REPLACEMENT ITEMS, AND/OR OUT OF WARRANTY REPLACEMENT PARTS, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO HARDWARES, HARDWARE ACCESSORIES, REPLACEMENT ITEMS, AND/OR OUT OF WARRANTY REPLACEMENT PARTS WILL NOT EXCEED THE PRICE YOU PAID FOR THE APPLICABLE ITEM. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ADDITIONAL INFORMATION

The ChargePoint entity entering into these terms and conditions with you, the address to which you should direct notices under these terms and conditions, the applicable governing law, and applicable place of jurisdiction, shall be determined according to where you are domiciled as follows:

If you are domiciled in:	ChargePoint Entity entering into these terms and conditions with you:	Notices should be addressed to:	Governing law:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

These terms and conditions, and any disputes related to these terms and conditions, will be governed by the applicable “Governing law” referenced above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of CHARGEPOINT, any disputes, actions, claims or causes of action arising out of or in connection with these terms and conditions shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CHARGEPOINT, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of these terms and conditions shall be entitled to reasonable attorneys’ fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

The applicable warranties set forth in this document are the entire and exclusive agreement between you and CHARGEPOINT with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of CHARGEPOINT.

ChargePoint Return Policy for Warranty and Out-of-Warranty Parts

The goal of ChargePoint's return policy for in-warranty and out-of-warranty parts is to make it easy and fast for you (our customer) to repair or replace your ChargePoint charging stations and accessories, while reducing our impact to the environment and your costs by encouraging the return and refurbishment of Non-Functional Items whenever possible.

This return policy applies to Non-Functional Items under Warranty, Extended Parts Warranty, and/or of Out of Warranty Replacement Parts replaced pursuant to the terms and conditions of ChargePoint's Standard Parts Warranty found at: <https://www.chargepoint.com/legal/support-services> ("**Standard Parts Warranty**"). This return policy also applies to Non-Functional Items related to your initial purchase of parts for out-of-warranty repairs. Unless otherwise defined in this return policy, defined terms used in this return policy are defined in the Standard Parts Warranty.

Advance Replacement

After you receive a Replacement Item through ChargePoint's warranty service (as described in the Standard Parts Warranty), or through the purchase of a Replacement Item for out-of-warranty repairs, ChargePoint may require, in its discretion, you to return the Non-Functional Item. If ChargePoint requires you to return the Non-Functional Item, then ChargePoint will provide to you a Return Material Authorization ("**RMA**") number for you to reference when you return the Non-Functional Item. Shipping charges, if any, will be described in the RMA instructions.

Non-Return Policy

1. Most of ChargePoint's Replacement Items, when provided by ChargePoint and accompanied by an RMA for the Non-Functional Item, come with an associated charge assessed in case the Non-Functional Item is not properly returned ("**Non-Return Fee**"). The Non-Return Fee reflects the value of the applicable Non-Functional Item, created by refurbishing it to comply with ChargePoint's specifications.
2. Non-Return Fees only apply to RMAs issued for repairs performed with labor provided by Customer, whether such labor is done by Customer or a third party authorized by Customer. If ChargePoint provides the labor for repairs, whether such labor is done by ChargePoint or a third party authorized by ChargePoint, then no Non-Return Fee will be assessed to Customer.
3. Non-Return Fees are set at 50% of then-current retail price of the Replacement Item, unless determined otherwise by ChargePoint. Non-Return Fees are only invoiced if the Non-Functional item has not been returned in full (i.e. not all parts and components have been returned), or if the Non-Functional Item was returned to ChargePoint, but ChargePoint has determined that damage, due to your improper shipment packaging as part of the RMA, to the Non-Functional Item prevents ChargePoint from refurbishing such item.
4. When you return the Non-Functional Item to ChargePoint, you are required to write the RMA number on the outside of your return package and/or in the space provided on the shipping label, and include a copy of our RMA form. If instructions that are provided with your RMA conflict with

the instructions set forth in this return policy, then please follow the instructions provided with your RMA.

5. When ChargePoint receives your Non-Functional item, ChargePoint will inspect it to verify that all parts have been returned and determine whether it can be refurbished and if not, whether the damage preventing refurbishment is due to improper packaging.
6. The Non-Return Fee is refunded in full, minus any missing or misused parts, once the returned Non-Functional Item passes inspection. ChargePoint does not invoice for the Non-Return Fee until 30 days after shipment of the Replacement Item if the Non-Functional Item is not returned, or upon failing inspection. If the Non-Functional Item is returned within 30 days after shipment of the Replacement Item and passes the inspection described in point 5 above, you will not be invoiced for the Non-Return Fee. Returned Non-Functional Items must be complete and free of damage due to improper packaging that prevents refurbishment for you not to be invoiced for the Non-Return Fee.
7. Returns of Non-Functional Items are accepted within 30 days after your purchase (this return window may be modified, from time to time, by ChargePoint), or provision under the applicable warranty, of the Replacement Item. Non-Functional Items returned must be the same as the unit specified in the RMA document, usually the same as the Replacement Item or a predecessor version.

Frequent Returned Non-Functional Item Rejection Causes

The following are the most common reasons for ChargePoint to reject returned Non-Functional Items subject to the inspection described above. Please take care when returning your Non-Functional Items:

- Missing parts;
- Part number mismatch (Non-Functional Item returned does not match part number originally purchased, specified on the RMA); and/or
- Not packaged in the manufacturer's box for the original or replacement part, or other packaging that prevents damage in transit.

TERMS AND CONDITIONS OF PURCHASE

1. Placement of Orders.

A. Purchase of Products. These Terms and Conditions of Purchase (“**Terms**”) govern the purchase of (i) ChargePoint’s hardware products, including without limitation, electric vehicle charging station(s) (“**ChargePoint Hardware**”), and/or (ii) third party-provided hardware sold by ChargePoint (“**Third Party Hardware**”) (subsections A(i) and A(ii) herein are collectively defined as “**Products**”) by you or the legal entity you represent (“**Company**”) from the applicable ChargePoint entity as defined in Section 7.G below (“**ChargePoint**”). ChargePoint and Company are collectively defined as “**Parties**,” and each are individually a “**Party**.” Company’s purchase of Products from ChargePoint shall be legally binding by a written Accepted Order specifying the quantity and model of Products to be purchased and requested delivery schedule (which, absent agreement between the Parties, shall be a date that is no less than sixty (60) days after the date of the applicable Accepted Order). Company’s purchase of Products is subject to the terms and conditions described in these Terms. In the event there are terms and conditions in the Accepted Order that conflict with these Terms, then these Terms will supersede and control in such event. Company acknowledges and agrees its purchase of Third Party Hardware may be subject to additional terms and conditions and/or different warranty coverage than the Warranty (as defined below) – see <https://www.chargepoint.com/legal/support-services> (“**Third Party Warranty Terms**”) for further details.

B. Acceptance of Purchase Orders. All purchase orders, and modifications to purchase orders, for Products are subject to acceptance or rejection by ChargePoint in its sole discretion. No purchase order shall be legally binding on ChargePoint until it is accepted in writing by ChargePoint (“**Accepted Order**”). ChargePoint agrees to use commercially reasonable efforts to notify Company of Accepted Order(s) or rejection of purchase orders within ten (10) business days after receipt thereof. Accepted Orders are non-cancelable, non-returnable, and non-refundable.

C. Refusal of Purchase Orders. ChargePoint may withhold shipments of Products to Company if Company exceeds its applicable credit limit (if any), has not provided prepayment (if applicable), is in violation of its payment obligations to ChargePoint, and/or otherwise is in material breach of these Terms.

D. Stations Require Subscription to Cloud Services. Products are designed to work with ChargePoint’s cloud-based services (“**Cloud Services**”). Company’s access to and use of Cloud Services requires its acceptance of the then-current version of ChargePoint’s Master Services and Subscription Agreement, which may be updated from time to time by ChargePoint.

2. Delivery

A. Shipping Costs; Terms. All shipment of Products, unless otherwise agreed to by the Parties in writing, shall be FCA ChargePoint’s warehouse. Notwithstanding the foregoing, certain Products, including without limitation Third Party Hardware, may ship directly from the manufacturer of such Products or from a third party as authorized by such manufacturer. In such cases, shipping shall be FCA applicable third party’s warehouse. Company is responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs

associated with the shipment of Products to Company. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Company. In no event shall ChargePoint be liable for any costs related to the delay in delivery of the Products. Company's sole remedy for any material delay in delivery of the Products is to cancel the applicable order.

B. Transfer of Title. Delivery of Products to Company shall be completed upon delivery of the Products to Company's freight forwarder. Risk of loss and damage to Products shall pass to Company upon the delivery of such Products to such freight forwarder. ChargePoint shall use commercially reasonable efforts to deliver Products ordered by Company on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of the risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.

C. Substitutions. ChargePoint shall have the right to make substitutions and modifications to Products, including without limitation, the specifications of Products to be delivered pursuant to the applicable Accepted Order; provided that, such substitutions or modifications will not materially affect the Product's form, fit, function, or safety specifications.

3. **Invoicing and Payment**

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Company on or after the date it ships the ordered Products; provided that, ChargePoint may condition Accepted Order(s) on such credit and/or prepayment terms that ChargePoint determines, in its sole discretion, is necessary for such Accepted Order(s), including without limitation, Company's prior payment history and/or the quantity size of the order. If there is any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective until Company has consented to such changes in writing thereto. If Company causes a delay in delivery, ChargePoint may issue its invoice at any time on or after the scheduled delivery date.

B. Payment Terms. ChargePoint will invoice Company at time of shipment of the Products. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. All non-credit shipments, or shipments in excess of Company's available credit line, if any, shall be prepaid prior to shipment.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final, and Company shall have no right of return; provided that, ChargePoint shall comply with its obligations under the Warranty (as defined below).

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable Accepted Orders are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "**Taxes**") imposed by the United States, Canada or any foreign, state or local governmental entity, country or regional authority, or instrumentality thereof on the purchase, shipment, use or sale of the Products by or to Company, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Company for the full amount of such taxes and shall include such amount

as a separate line item on the invoice(s) sent to the Company; provided that, ChargePoint's failure to so bill the Company shall not relieve Company from the obligation to pay any Tax described in this section.

E. Payment Currency. All amount payable under these Terms shall be paid in United States dollars or if Company is located in Canada, then Canadian dollars. If Company is located outside of the United States, Company agrees to take all necessary actions required, including without limitation, registration of these Terms and application for permission to make payments to ChargePoint hereunder, with the appropriate government authorities in the Company's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Company's jurisdiction, as soon as reasonably practicable after Company's acceptance of these Terms. Company shall remit payment to ChargePoint, at Company's option (i) via wire, ACH transfer, or other form of electronic payment (acceptable to ChargePoint) to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion, without advance notice. ChargePoint may, in its discretion, (i) withhold further manufacture, performance or shipment; (ii) require immediate cash payments for past and future shipments or performance; (iii) require other security satisfactory to ChargePoint before further manufacture, performance or shipment is made; and/or (iv) may, if shipment has been made, recover Products from the carrier pending receipt of such assurances.

G. Provisions Relating to Shipments in Lots. If the applicable Accepted Order requires or authorizes delivery of Products in separate lots, shipments or milestones to be separately accepted by Company, Company may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of such purchase order. Company may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these Terms, unless such right of refusal is expressly provided for on the face hereof. Company shall pay for each lot in accordance with these Terms. Products held for Company are at Company's sole risk and expense.

H. Prices do not include Freight, Etc. Except to the extent expressly stated in the applicable Accepted Order(s), ChargePoint's prices do not include any freight, storage, insurance, taxes, excises, fees, duties, or other government charges related to the goods, and Company shall pay such amounts or reimburse ChargePoint for any amounts ChargePoint pays. If Company claims a tax or other exemption or direct payment permit, it shall provide ChargePoint with a valid exemption certificate or permit and indemnify, defend, and hold ChargePoint harmless from any taxes, costs and penalties arising out of same. ChargePoint's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, Company should consult with ChargePoint's sales offices. Any increases, changes, adjustments, or surcharges (including without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these Terms, shall be for Company's account.

I. Disputes. If Company disputes any portion or all of an invoice issued by ChargePoint,

then it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of such invoice. The undisputed portion of any issued invoice shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

J. Remedies upon Payment Default. If Company breaches these Terms, then ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise and subject to any cure rights of Company, declare the entire balance of Company's account immediately due and payable or foreclose any security interest in the delivered Products. If any unpaid balance is referred for collection, Company agrees to pay ChargePoint, to the extent permitted by applicable law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, pay any court costs or expenses incurred by ChargePoint and any finance charges accrued on any unpaid balance owed by Company.

K. Suspended Shipments. ChargePoint reserves the right to suspend further shipments of Products if Company is more than thirty (30) days late in payment of an undisputed invoice. ChargePoint reserves the right to terminate any order and/or shipment of Products if Company is more than sixty (60) days late in payment of an undisputed invoice.

4. **Installation**

Unless otherwise agreed by the Parties in writing, Company shall be responsible, as between the Parties, for arranging for the installation and provisioning of the Products and any associated costs thereof. At Company's request, ChargePoint may provide the names and contact information of one or more installers of Products; provided that, in providing such information ChargePoint makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING BETWEEN THE PARTIES, CHARGEPOINT IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION AND/OR PROVISIONING SERVICES OF THE PRODUCTS OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.

Certain Products may require an onsite review and confirmation that the installation of Company's purchased Product(s) meet all ChargePoint specifications ("**Commissioning**"). Company's purchase of Commissioning is subject to and governed by the terms and conditions for Commissioning, which may be found at <https://www.chargepoint.com/legal/deployment-consulting-services>.

5. **Warranties/Limitation of Liability**

A. Warranty. ChargePoint Hardware is covered by the terms and conditions of ChargePoint's Standard Parts Warranty ("**Warranty**") and Third Party Hardware is covered by the terms and conditions of Third Party Warranty Terms, both may be found at <https://www.chargepoint.com/legal/support-services>. The applicable terms and conditions of the Warranty and Third Party Warranty Terms are hereby incorporated by reference into these Terms. Unless otherwise agreed by the Parties in writing, Third Party Hardware is covered by the terms and conditions of the warranty of the manufacturer of the applicable Third Party

Hardware, as described in the Third Party Warranty Terms.

B. Post-Warranty Maintenance. Company acknowledges and agrees that to obtain Warranty-related and/or other maintenance services for ChargePoint Hardware after the expiration of the Warranty-related coverage for purchased ChargePoint Hardware, Company must purchase extended warranties and/or maintenance agreements 180 days prior to the expiration of the initial Warranty from either directly from ChargePoint or an authorized ChargePoint reseller or distributor. If the initial Warranty has expired more than 180 days, then Company will need to contact ChargePoint for eligibility requirements to purchase extended warranties and/or maintenance agreements for ChargePoint Hardware.

C. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, NEITHER CHARGEPOINT NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CHARGEPOINT AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS BY THE PRODUCTS, OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARGEPOINT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS.

D. Limitation of Liability.

i. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CHARGEPOINT OR ITS SUPPLIERS BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. COMPANY'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT CHARGEPOINT'S OPTION, REPAIR OR REPLACEMENT OF THOSE PRODUCTS TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY CHARGEPOINT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING PRODUCTS.

E. Warranty Exclusions. Warranty and Third Party Warranty Terms are subject to certain exclusions as more fully described in the respective documents. COMPANY HAS BEEN INFORMED AND UNDERSTANDS THAT, IN THE EVENT ANY SUCH EXCLUSION BECOMES APPLICABLE, ALL APPLICABLE REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TERMS SHALL IMMEDIATELY BECOME NULL AND VOID.

F. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 5 ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES COMPANY MAY HAVE AGAINST CHARGEPOINT WITH RESPECT TO NONCONFORMANCE OF THE PRODUCTS.

6. Intellectual Property

A. Restrictions on Use. Company shall not: (i) create derivative works based on the Products, (ii) copy, frame or mirror any part or content of the Products, (iii) reverse engineer any Products, and/or (iv) access or use the Products for any improper purpose whatsoever, including without limitation, to (1) build a competitive product or service, and/or (2) copy any features, functions, interface, graphics or “look and feel” of the Products.

B. Ownership of Intellectual Property. As between the Parties, all right, title and interest in and to any intellectual property related in any way to the ChargePoint Hardware is, and shall remain, the exclusive property of ChargePoint. For these purposes, the term “intellectual property” shall mean, all of a Party’s patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

7. General

A. Attorneys’ Fees. If any action at law or in equity is necessary to enforce these Terms, the prevailing Party shall be entitled to reasonable attorneys’ fees, costs, and expenses in addition to any other relief to which the prevailing Party is otherwise entitled.

B. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such Party.

C. Waiver. The failure of either Party to require performance by the other Party of any provision hereof shall not affect such Party’s full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

D. Severability. If any provision of these Terms shall become unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

E. Assignment. The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their successors, executors or administrators; provided however, that neither ChargePoint nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other Party in its reasonable discretion; provided however, that Company and

ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, “**Acquisition Transactions**”). Notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of ChargePoint without ChargePoint’s prior written consent, which shall be subject to its sole discretion. Any attempted assignment in violation of this provision shall be void.

F. Notices. Any notice, request, demand or other communication by these Terms required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other Party or delivered to the address for each Party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the Parties.

G. Governing Law, Jurisdiction and Dispute Resolution. The ChargePoint entity entering into these Terms with the Company, the address to which Company should direct notices under these Terms, the applicable governing law, and applicable place of jurisdiction, shall be determined according to where Company is domiciled as follows:

If Company is domiciled in:	ChargePoint Entity entering into these Terms with Company:	Notices should be addressed to:	Governing law:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

These Terms, and any disputes related to these Terms, will be governed by the applicable “Governing law” referenced above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Company’s violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with these Terms shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience

in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the Parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing Party in any dispute arising out of these Terms shall be entitled to reasonable attorneys' fees and costs.

Notwithstanding the foregoing, each Party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

H. Entire Agreement. These Terms and the attachments hereto (if any) constitute the entire agreement between the Parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each Party.

I. English Language Governs. Where ChargePoint has provided Company with a translation of the English language version of these Terms, Company agrees that such translation is provided for its convenience only and that the English language version of these Terms governs Company's relationship with ChargePoint. If there is any conflict between the applicable translation and the English language version of these Terms, it is the express wish of the Parties these Terms and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des Parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

Installation, Commissioning, and Activation: Scope and Terms

Installation, Commissioning, and Activation are Services provided by ChargePoint to address the needs of our customers in the following ways:

Description of Services.

Installation. Once Site Preparation (as defined below) is completed by a customer who purchases (a) ChargePoint-manufactured electric vehicle charging station(s) or hardware and/or (b) third party-provided hardware sold by ChargePoint (subsections (a) and (b) are collectively defined as “**Products**”), a ChargePoint Operations and Maintenance partner (“**O&M Partner**”) will mount the Products on its anchor hardware or concrete pedestal and terminate the wires (“**Installation**”). See the “Key Tasks and Requirements” section below for further details and requirements for Installation.

Commissioning. After the Products are anchored and wires are terminated, a ChargePoint, or a third party authorized by ChargePoint to undertake Commissioning (“**Authorized Commissioning Partner**”), will perform various assessments, including without limitation, energize the charging hardware, complete any required configuration and pinpointing steps, and validate the Product was installed in accordance with ChargePoint’s specifications (“**Commissioning**”). Customer is required to purchase Commissioning from ChargePoint with its purchase of any ChargePoint-manufactured DC charging hardware. Commissioning may also be required for third party-manufactured DC charging stations – please inquire with ChargePoint for the latest requirements. See the “Key Tasks and Requirements” section below for further details and requirements for Installation.

Activation. ChargePoint will assist the customer with the onboarding, configuration, and activation of customer’s entitlements, including without limitation, entitlements to ChargePoint’s cloud management platform (“**ChargePoint Cloud Platform**”) in connection with the Products (“**Activation**”). See the “Key Tasks and Requirements” section below for further details and requirements for Activation, including ChargePoint’s onboarding guide at <https://chargepoint.ent.box.com/v/gettingstarted> for a detailed overview of the process for Activation.

Key Tasks and Requirements.

Please review the table below for a summary of the key tasks and requirements for the Services described above. All the Services described are subject to the ChargePoint Deployment and Consulting Terms and Conditions, as amended from time to time by ChargePoint, found at <https://www.chargepoint.com/legal/deployment-consulting-services>. Any capitalized term not otherwise defined in this Scope and Terms document are defined in the Deployment and Consulting Services Terms and Conditions.

Task		Activity
0	Service Prerequisites	Customer, or a third-party contractor separately procured by customer, must complete the “Service Prerequisites” listed under the Additional Terms and Conditions section below. In addition, customer is required to complete and/or submit all required documentation described in the ChargePoint’s “welcome email,” which initiates the activation and onboarding process for customer’s purchased Product to connect and interoperate with ChargePoint’s Cloud Platform (“ Welcome Email ”).
Installation		
1	Scheduling	ChargePoint will assign an O&M Partner to customer’s work order, and O&M Partner will reach out to customer to schedule a date to perform the Installation.
2	Safety Protocol	Once on-site at customer’s proposed site for Installation, O&M Partner will apply lock out/tag out (LOTO) to ensure Installation can be done in accordance with applicable safety requirements, site requirements, ChargePoint’s Health and Safety Policy, a copy of which may be requested from ChargePoint.
3	Electrical Assessment	O&M Partner will assess, measure, and verify the following in accordance with the Site Design Guide and Installation Guide (as both are defined below): <ul style="list-style-type: none"> • Protection devices (e.g. disconnects, breakers, fuses) • AC and DC Conductors (size, type, rating) • Breaker panels • Transformer configurations (Wye – secondary, input voltage) • Communication cables (e.g. routing, termination, pinout)
4	Civil Work Assessment	O&M Partner will assess, measure, and verify the following in accordance with the Site Design Guide: <ul style="list-style-type: none"> • ADA compliance to the extent specified in the Site Design Guide • Concrete pad, anchor bolts, and conduits comply with required specifications • Wiring, circuit protection, and metering are in place

5	Mechanical Stand Up	O&M Partner will mount the Product on the anchor hardware, terminate wiring, and if the Product is paired then terminate the AC and DC conductors and install the communication cable.
6	Cellular Signal	O&M Partner will check the cellular signal strength and quality comply with specifications described at https://chargepoint.ent.box.com/v/misc-tn1416-enus .
7	Charging Station Energization and Configuration	<p>For AC charging stations, O&M Partner will remove the lock out/tag out (LOTO), energize the charging station, complete hardware power configuration (and pairing if applicable), and apply any firmware updates.</p> <p>For DC charging stations, please refer to the Commissioning portion of the “Key Tasks and Requirements” table.</p>
8	Pinpointing	<p>For AC charging stations, O&M Partner will associate the Product with specific coordinates (latitude and longitude) so it can be found on ChargePoint’s charging network map.</p> <p>For DC charging stations, please refer to the Commissioning portion of the “Key Tasks and Requirements” table.</p>
9	Completion	<p>O&M Partner will then assess the Products for:</p> <ul style="list-style-type: none"> • Integrity of subsystems and components • Cleanliness • Cabling and harnesses • Proper terminations • Hardware integrity and damage • Proper application of labels • Displays <p>If the applicable Product fails to pass the above-described assessment, then ChargePoint will inform customer of the issue(s) identified in such assessment and pause the Installation until customer remediates the issues to the satisfaction of ChargePoint. As between the parties, it is the sole responsibility of customer to address and fix the issues identified in the above-described assessment.</p> <p>Once the applicable Product passes the above-described assessment to the satisfaction of ChargePoint, O&M Partner will call ChargePoint to report the completion of such assessment.</p>
Commissioning		
1	Scheduling	Customer must comply with the “Scheduling of Commissioning” requirements listed under the Additional Terms and Conditions section below.

2	De-Energization	Once on-site at the customer’s proposed site for Commissioning, ChargePoint’s Authorized Commissioning Partner will apply lock out/tag out (LOTO) in adherence with customer-specific site requirements, as specified by customer during the scheduling for Commissioning, and ChargePoint’s Health and Safety Policy (a copy of which may be requested from ChargePoint), and other requirements ChargePoint deems necessary, in its sole discretion, relating to de-energizing the applicable Product.
3	Site Assessment	ChargePoint’s Authorized Commissioning Partner will assess the following in accordance with the Site Design Guide and Installation Guide: <ul style="list-style-type: none"> • ADA Compliance to the extent specified in the Site Design Guide • Cellular repeater configuration (make, model, line of sight) • Hardware protection (bollards, wheel stops)
4	Civil/Environmental Assessment	ChargePoint’s Authorized Commissioning Partner will assess the following in accordance with the Site Design Guide and Installation Guide: <ul style="list-style-type: none"> • Product installation (concrete pad dimensions, slopes, water entrapment) • Conduit runs • Product serviceability (clearance, slopes, ventilation)
5	Mechanical Assessment	ChargePoint’s Authorized Commissioning Partner will assess the following in accordance with the Installation Guide: <ul style="list-style-type: none"> • Product torquing (electrical cables, mounting, anchoring hardware, surface conduit entry kits, markings/labeling) • Product leveling
6	Electrical Assessment	ChargePoint’s Authorized Commissioning Partner will assess, measure, and verify the following in accordance with the Installation Guide: <ul style="list-style-type: none"> • Protection devices • AC and DC Conductors (size, type, rating, bend radius, clearance, termination) • Transformer configurations (Wye – secondary, input voltage) • Grounding impedance • Communication cables (routing, termination, pinout) • Labeling
7	Product Assessment	ChargePoint’s Authorized Commissioning Partner will assess the following for the Product in accordance with the Installation Guide: <ul style="list-style-type: none"> • Integrity of subsystems and components • Cleanliness

		<ul style="list-style-type: none"> • Cabling and harnesses • Proper terminations • Hardware integrity and damage • Proper application of labels • Displays
8	Cellular Signal	ChargePoint’s Authorized Commissioning Partner will check the cellular signal strength and quality comply with specifications described at https://chargepoint.ent.box.com/v/misc-tn1416-enus .
9	Product Energization and Configuration	<p>If any of the described assessments for Commissioning (as described in this table) identify critical non-conformities, then ChargePoint will inform customer of the issue(s) identified in the applicable assessment and pause the Commissioning until customer remediates the issues to the satisfaction of ChargePoint. As between the parties, it is the sole responsibility of customer to address and fix the issues identified in the previously described assessments. Critical non-conformities include, without limitation, flaws in Site Preparation and/or installation work that pose a safety risk, as determined by ChargePoint.</p> <p>If there are no critical non-conformities with the described assessments for Commissioning (as described in this table), then ChargePoint’s Authorized Commissioning Partner will remove the lock out/tag out (LOTO), to energize the Product, complete hardware power configuration (and pairing if applicable), and apply any firmware updates; provided that, customer also complies with the Additional Terms and Conditions section below.</p>
10	Pinpointing	ChargePoint’s Authorized Commissioning Partner will associate the Product with specific coordinates (latitude and longitude) so it can be found on ChargePoint’s charging network map.
11	Completion	<p>ChargePoint’s Authorized Commissioning Partner will submit the completed Commissioning-related forms to ChargePoint for ChargePoint’s review of such forms for accuracy, completeness, and description of any critical and non-critical non-conformities.</p> <p>ChargePoint may, upon written request by customer, provide a Commissioning-related punch list report after the successful completion of Commissioning.</p>
Activation		
1	Customer Onboarding	Once the Product is installed, or in the case a DC charging station has been successfully completed Commissioning, ChargePoint will verify whether customer completed the “Service Prerequisites” described in the Additional Terms and Conditions below.

2	Configuration	ChargePoint will (a) configure customer’s access to the ChargePoint Cloud Platform in accordance with the Station Activation & Configuration Form (provided with Welcome Email), which reflects the configuration setting (e.g. RFID reader) that ChargePoint sets up for each Product use by drivers; (b) apply access and pricing policies to customer’s organizations created on the ChargePoint Cloud Platform, and (c) add customer’s initial set of Product to the ChargePoint Cloud Network.
3	Provisioning	ChargePoint will review cloud and warranty entitlements associated with the customer’s organizations on ChargePoint’s Cloud Platform and apply them to the applicable Products.

Additional Terms and Conditions.

- **Site Preparation.** Customer, or the third party contractor customer separately hires to perform the Site Preparation, are responsible for the compliance of the site design, construction and/or installation work with ChargePoint’s Site Design Guide(s) and/or Installation Guide(s), for the Product (“**Site Preparation**”). For clarity, customer is not responsible for the installation of the Product portion of Site Preparation if customer purchases Installation from ChargePoint. In connection with Site Preparation, each customer is responsible, for the following:

 1. Site design in accordance with ChargePoint’ site design guide(s), which can be found at <https://www.chargepoint.com/products/guides/> (“**Site Design Guide(s)**”);
 2. Product installation in accordance with ChargePoint’s installation guide(s), which can be found through ChargePoint University (“**Installation Guide(s)**”); and
 3. Any costs associated with delays or cost overruns for correcting any non-conformities with the applicable Site Preparation, as identified by ChargePoint’s Authorized Commissioning Partner.

- **Service Prerequisites.** Customer is required to complete the following before any of the Services described above may be scheduled and/or completed by ChargePoint:

 1. **Network Manager Account.** Create a Network Manager Account on ChargePoint Cloud Platform.
 2. **MSSA.** Accept ChargePoint’s Master Services and Subscription Agreement (“**MSSA**”), displayed during the Network Manager Account creation process.
 3. **Activation Form.** Complete the Station Activation and Configuration Form (SAF) provided via Welcome Email.
 4. **Construction Signoff Form.** If customer purchases Installation, then customer must complete the Construction Signoff Form, including without limitation providing any requested site photos, in response to the Welcome Email. The purpose of the Construction Signoff Form is to allow ChargePoint to confirm that the site complies with the specifications for Site Design and Installation Guide, including without limitation,

verifying mechanical, electrical, and civil/environmental compliance, prior to sending an O&M Partner to the site.

5. **Insulation Testing Report.** If customer purchases Commissioning, then an insulation testing report (subject to availability from customer) will be provided for all AC and DC cables between the balance of plant, stations, and equipment installed in between the Product.
 6. **Contractor Availability.** If customer purchases Commissioning, then customer must confirm that its contractor, selected by customer to install the applicable Product, is scheduled to be on site during the scheduled visit for Commissioning.
 7. **Scheduling of Commissioning.** Customer is responsible for scheduling Commissioning with ChargePoint using the Commissioning request form provided by ChargePoint. The Commissioning request form is provided at the same time as the Welcome Email. Note the current requirements for scheduling: (1) a minimum two-week notice is required for scheduling; (2) a 72-hour notice is required for rescheduling the applicable Commissioning appointment; and (3) a rescheduling fee may be assessed to customer for any rescheduling or cancellations outside of the 72-hour notice requirement.
- **Relocation of DC Charging Hardware.** If customer relocates DC charging hardware after Commissioning has been completed, then such relocation will require the DC charging hardware to be Commissioned again. Please review Commissioning requirements above.
 - **Relocation of Products.** If customer relocates any Product after Activation has been completed, then such relocation will require the Product to undergo Activation again. Please review Activation requirements above.
 - **Voiding Services.** Customer's failure to meet their responsibilities described in this document may release ChargePoint from any obligations to perform and complete the applicable Services (i.e. Installation, Commissioning or Activations). ChargePoint is not responsible or liable for the reliability and/or safe operation of DC charging stations that have not undergone Commissioning.
 - **Remediation and Additional Fees.** If customer fails to meet any of its obligations for the Services described in this document, including without limitation, remediating any identified non-conformities, failure to pass the applicable assessments, and/or failure to complete any necessary preparation work for Installation and/or Commissioning, then customer acknowledges and agrees (1) ChargePoint is released from any further obligations to perform or complete the Service(s) purchased by customer; (2) ChargePoint is not responsible or liable for the reliability or operation of the Product in question; and (3) ChargePoint is not obligated to perform any Activation for customer. Customer may be required to pay additional fees for (a) re-scheduling of Installation and/or Commissioning; and/or (b) re-Commissioning of DC charging hardware.

Managed Electrification Scope & Terms

Managed Electrification is a portfolio of best-in-class professional services specifically designed to ease the transition to electric mobility. From route planning and energy modeling to design, contractor procurement, and construction project management, we work with you to make informed charging decisions for every step of your EV charging project (the "Project").

Our in-house experts create a customized solution designed for your charging infrastructure needs – whether you need standalone expertise or full management. From design to deployment, we’ve got you covered. The following professional services are available:

Phase	Service
Design	Fleet & Energy Route Modeling
	Desktop Assessment
	Site Layout
	On-Site Technical Assessment
	Pre-Engineering Design
	Utility Application Support
Selection	Budget Estimate
	Contractor Procurement
Deployment	Engineering Design Review
	Construction Project Management

The "Deliverable" for each professional service is defined in the "Detailed Scope of Work" for that service. ChargePoint shall be free to provide material similar to the Deliverable to third parties whose needs may be similar to customer’s requirements. Each party’s use of the Deliverables shall be in compliance with its confidentiality obligations to the other party.

The table below describes the details the scope of work, deliverables, timeline, and customer responsibilities for each professional service in the Managed Electrification portfolio. All ChargePoint Managed Electrification professional services are subject to the ChargePoint Deployment and Consulting Services Terms and Conditions, as amended from time to time by ChargePoint, found at <https://www.chargepoint.com/legal/deployment-consulting-services..>

Service	Scope & Terms
Design	
Fleet & Energy Route Modeling	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Fleet logistics analysis service, identify energy requirements to model and optimize charging infrastructure. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Fleet Charging Needs Assessment: Determine energy requirements based on the customer-provided fleet logistical data, accounting for buffer to support future growth. ○ Energy-optimized Charging Hardware: Propose optimized charging hardware selection and design, accounting for utility service upgrade cost and timeline, as well as weighing capital cost vs. ability to delay charging to optimize utility costs. ○ Utility Cost Modeling and Optimization: Recommend the best utility tariff for the chargers and summarize overall charging costs to support the fleet. ○ Consultation: 1h virtual consultation after completion of assessments, modeling and optimization if requested by customer. • Deliverable: document detailing out fleet and energy route modeling results, including summary of energy requirements, proposed optimized charging hardware, recommended utility rates and summary of overall costs. • Timeline: Time to completion can take 3-4 weeks and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once Deliverable is provided to the customer.
	Specific Terms & Conditions
	<ul style="list-style-type: none"> • Customer Responsibilities: Provide current energy assessments, route data, vehicle data, battery data, 12 months of electric bills and 1 year of 15-minute interval data for the site, and any CO₂ abatement or corporate goals.
Desktop Assessment	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Initial remote consultation to assess charging needs and electrical infrastructure to support development of a Site Layout. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Initial consultation: Schedule call with client to understand site objectives, use case and other considerations. ○ Charging Needs Assessment: Size energy requirements and propose charger quantity and type, based on vehicle type/quantity/routes, vehicle consumption average and other data provided by the customer, as applicable. ○ Electrical Infrastructure Assessment: based on charging needs assessment, size high-level electrical requirements and comparison to current utility service to determine any service upgrade needs. ○ Final Consultation: 1h virtual consultation after completion of assessment, if requested by customer. • Deliverable: document summarizing proposed charging and electrical infrastructure needs. • Timeline: Time to completion can take 2-3 weeks and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once Final Consultation is complete.
	Specific Terms & Conditions

	<ul style="list-style-type: none"> • Customer Responsibilities: Provide preferred charging equipment locations, satellite maps (if outdoor) or floorplans (if indoor) including locations of electrical panels, traffic flow/on-site logistics/potential obstructions if applicable, single point of contact to interface with ChargePoint’s designer, facility electrical drawings (including single line diagrams for each power feed to the facility – utility and other generators), 12 months of electric bills and 1 year of 15-minute interval data for the site.
Site Layout	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Development of Site Layout and address any customer questions regarding install guide/site design guide. Layout includes charger and ancillary equipment locations, as well as charging station electrical needs. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Design: Develop high-level site layout including locations and electrical ratings for chargers and existing ancillary equipment potentially interfacing with the chargers (e.g., generators), utility service location and point of interconnection (the “Site Layout”). Based on information provided during a desktop assessment and/or on-site technical assessment. ○ Consultation: 1h virtual consultation after completion of i the Site Layout, if requested by customer. • Deliverable: document with top-down view of the site including locations and electrical ratings for chargers and existing ancillary equipment potentially interfacing with the chargers (e.g., generators), utility service location and point of interconnection. • Timeline: Time to completion can take 2-3 weeks and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once Deliverable is provided to the customer.
	Specific Terms & Conditions
On-Site Technical Assessment	<ul style="list-style-type: none"> • Customer Responsibilities: Purchase of Desktop Assessment service from ChargePoint.
	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: On-site assessment of electrical and civil infrastructure to support the development of a Pre-Engineering Design. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Site Due Diligence: Conduct pre-assessment briefing to align on goals with stakeholders at each site. Determine applicable ADA requirements. Contact local AHJ to verify permit requirements, submittal details, review timelines and fees. Assessment of on-site electrical equipment including switchgears, utility service and point of interconnection. ○ Map of Site Conditions: Draft a map of site conditions including ADA and AHJ requirements, location of switchgear, utility service, interconnections, and transformers. ○ Topographical map: Topographical heat map and slope readings of parking areas surrounding desired charging equipment locations. • Deliverable: document summarizing site due diligence, map of site conditions including details in Scope of Work above, and Topographical map. Only included if site conditions are not constrained by the physical environment limitations such as (heights, interior or exterior walls, ceilings, low clearances, obstacles, local rules or regulations, etc.), the locations must allow for a safe, non-restricted aerial survey assessment to be completed. • Timeline: Time to completion can take 3-4 weeks and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once the Deliverable is provided to the customer.
	Specific Terms & Conditions

	<ul style="list-style-type: none"> • Customer Responsibilities: Provide point of contact that can be available onsite to support ChargePoint with due diligence. Designate all desired charging equipment locations.
Pre-Engineering Design	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Development of pre-engineering design package including CAD layout and electrical single-line diagram. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Initial Consultation: Schedule call with client to confirm customer preference for location of EV chargers based on findings from On-Site Technical Assessment. ○ Design: Prepare CAD layout and electrical single-line diagram. ○ Final Consultation: 1h virtual consultation after initial completion of the designs, if requested by customer. ○ Documentation: Provide charging equipment documentation including install and site design guides. • Deliverable: CAD layout, electrical single-line diagram and charging equipment documentation including install and site design guides. • Timeline: Time to completion can take 4 weeks and can start once customer completes the Customer Responsibilities. Work is considered complete once the Deliverable is provided to the customer.
	Specific Terms & Conditions
Utility Application Support	<ul style="list-style-type: none"> • Customer Responsibilities: Purchase of Desktop Assessment and On-Site Technical Assessment services from ChargePoint.
	Detailed Scope of Work <ul style="list-style-type: none"> • Summary: Engagement with utility provider to consult on customer requirements to enable customer or contractor to complete/submit utility application. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Due Diligence: Determine whether the existing service is sufficient, or a new service is required, by comparing the Site Layout with the facility electrical drawings and photos of electrical panels. ○ New Service Support: If a new service is required, engage the utility to determine availability of electrical capacity, correct service voltage, potential lead times for utility design and new service construction, estimated fees (if applicable), and contractor responsibilities. ○ Utility Application: Assist the customer or contractor in completing the utility application. • Deliverable: document detailing out results of utility due diligence, including new service details noted in the Scope of Work above. • Timeline: Time to completion can take 2 weeks, excluding time waiting for the utility, and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once Deliverable is provided to the customer. Specific Terms & Conditions

	<ul style="list-style-type: none"> • Customer Responsibilities: Purchase of Site Layout service from ChargePoint. Provide utility bill, facility electrical drawings (including single line diagrams for each power feed to the facility – utility and other generators), and up to date photos of electrical panels, authorization for ChargePoint to coordinate with the Utility, as needed. Customer solely is responsible for submitting the Utility Application.
Selection & Deployment	
Budget Estimate	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Preparation of rough order of magnitude ('ROM') estimate for high-level economic qualification of a site. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Prepare rough order of magnitude ('ROM') costs based on historical benchmark data, subject to change until final numbers are quoted by a Contractor. • Deliverable: Excel and PDF budget estimate for the site., • Timeline: Time to completion can take 4 weeks and can start once the customer provides required documentation under Customer Responsibilities. Work is considered complete once the Deliverable is provided to the customer.
	Specific Terms & Conditions
<ul style="list-style-type: none"> • Customer Responsibilities: Purchase of Pre-Engineering Design service from ChargePoint, specify any unique customer requirements (e.g., prevailing wage, buy America requirements, union labor requirements etc. 	
Contractor Procurement	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Competitive sourcing of engineering, procurement, and construction (EPC) services for the EV charging project. Includes bid package development, qualification, award, and support with EPC contract negotiations. Priced per Site. • Scope of Work <ul style="list-style-type: none"> ○ Bid Package Development: Create standardized bid package including site design requirements, equipment specifications and timelines. Invite qualified contractors to bid process. ○ Award: Evaluate and compare bids from contractors. ○ Pricing & Scope Negotiation: Assist customer with their pricing and scope negotiations for the final contract with the contractor. • Deliverable: Creation of a standardized bid package, detailed bid comparison, and recommendation of a contractor. • Timeline: Time to completion can take 4 weeks and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once the Deliverable is provided to the customer.
	Specific Terms & Conditions
<ul style="list-style-type: none"> • Customer Responsibilities: Dedicated point of contact to support with the drafting of the bid package and qualifying/selection of the final contractor. Contact information for any preferred contractors. Specify any unique customer requirements (e.g., prevailing wage, buy America requirements, union labor requirements etc.). Purchase of Pre-Engineering Design service from ChargePoint. 	
Engineering Design Review	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Review of drawing sets prepared by professional engineer contracted by customer to ensure compliance with ChargePoint stations for optimal make ready. Priced per site.

	<ul style="list-style-type: none"> • Scope of Work <ul style="list-style-type: none"> ○ Review: Review of engineering designs prepared by professional engineer contracted by customer; Comparison to ChargePoint specifications; Provide 1x markup of engineering designs and/or summary report of required changes and rationale. Additional markups may be provided as agreed by customer and ChargePoint in writing. ○ Consultation: 1h virtual consultation after completion of markups and/or summary if requested by customer • Deliverable: CD90 or equivalent permissible plan-set markup and/or support report • Timeline: Time to completion can take 2 weeks and can start once customer provides required documentation under Customer Responsibilities. Work deemed complete once markup and/or summary report is provided.
	<p>Specific Terms & Conditions</p>
	<ul style="list-style-type: none"> • Customer Responsibilities: provide CD90 or equivalent permissible plan-set, contact information for original drafter.
<p>Construction Project Management</p>	<p>Detailed Scope of Work</p> <ul style="list-style-type: none"> • Summary: Consultative construction project management service, where ChargePoint operates as an owner's representative and technical resource to drive the project to completion, managing all aspects including schedule, budget, and stakeholders, for a specific site. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Project Coordination: Manage construction kick-off meeting; Regularly scheduled coordination meetings with contractor and customer based on agreed-on cadence; Maintain running punch list of outstanding construction actions; Manage and track schedules; Manage issues which may impact the schedule or the budget; Track project costs; Analyze and make recommendations on contractor change orders ○ Construction Management: Coordinate with customer's contractor on procurement of long lead time equipment (switchgear, transformers, EVSE, etc.); Permitting Coordination with contractor; Virtual inspections with contractor/customer-supplied images; On-site rough inspection visit before trench backfill and wiring, if needed; Manage logistics of CP hardware delivery; Coordinate with contractor to schedule utility upgrades and energization; Project management installation and commissioning of ChargePoint charging stations; Work with contractor to ensure final punch list is completed; Coordination of close-out and customer handover • Timeline: Can start customer provides required documentation under Customer Responsibilities. Time to completion is variable based on project requirements, utility capacity, and equipment availability. Work is considered complete once EV charging site is fully commissioned, activated and operational with close out of contractor's punch-list
	<p>Specific Terms & Conditions</p>
	<ul style="list-style-type: none"> • Customer Responsibilities: provide signed agreement with contractor, final engineering designs and site license (if applicable); assist in coordination with contractor including escalations; manage all payment activities with the contractor; facility access for on-site visits and inspections; identify a point of contact to interface with ChargePoint on an ongoing basis

The following terms apply to the use of each Deliverable:

Customer may use each Deliverable for Customer's own business purposes relating to the site.

Customer shall not (i) provide, or provide access to, a Deliverable to any third party that supplies EV charging stations, operates a network of EV charging stations, or provides cloud services for EV charging stations, or (ii) use the Deliverable in connection with the installation or operation of EV charging stations that are not registered and activated on ChargePoint's network of EV charging stations and operated using ChargePoint's cloud services for EV charging stations.

CHARGEPOINT ASSURE

TERMS AND CONDITIONS OF SERVICE

ChargePoint Assure (“**Assure**”) is a full service and support program offered by the applicable ChargePoint entity found in Section 15 below (“**ChargePoint**”). Assure is designed specifically for your electric vehicle charging station purchased from ChargePoint or its representatives and qualified for Assure coverage (“**Charging Station**”). With your Assure coverage, ChargePoint and its operations and maintenance partners (“**O&M Partners**”) will provide the parts, labor, and other services indicated in these Assure Terms and Conditions of Service (“**Agreement**”). Published specifications for the Charging Stations are available via your ChargePoint account or upon request of ChargePoint or its representatives. For all purposes hereunder, “you” or “your” includes any of your employees, officers, agents, contractors or parties under your control or common control.

1. **WHAT IS COVERED:** With Assure, ChargePoint agrees to do each of the following, for so long as you purchase and maintain an Assure subscription. For further information please visit <https://chargepoint.com/products/service>.
 - a. **Parts:**
 - Ensure all parts are provided, as necessary, to correct any defect in the materials or workmanship of a Charging Station in a prompt and professional matter.
 - Each Charging Station shall be corrected so that the Charging Station functions in line with that Charging Station’s published specifications. For avoidance of doubt, such correction shall be limited to the Charging Station itself and not any issue related to installation or electrical infrastructure.
 - b. **Service and Labor:**
 - Except as otherwise provided, ensure that all labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner.
 - Ensure that labor is performed for repairs caused by vandalism or auto accidents that affect the Charging Stations functionality. For avoidance of doubt, labor is only covered for repairs required to enable the Charging Station to function. Parts are not covered for repairs required due to vandalism or auto accidents.

- Provide remote, automated monitoring of your Charging Station and perform triage with respect to any Charging Station that may be defective.
- Coordinate all repairs necessary to have your Charging Station back up and running.
- Ensure that you are provided a response no later than one business day from the date ChargePoint becomes aware of an issue.
- Ensure onsite repairs begin within one business day from the delivery of any parts required to fix your Charging Station.
- Provide a standard monthly summary and quarterly detailed station usage and performance metrics.

c. **Charging Station Uptime Objective:**

- A 98% annual station uptime objective, which means the percentage of time that a Charging Station can dispense energy during the 12-month period from the latter of the (i) activation of the applicable Charging Station; or (ii) start of your Service Term; provided that, such uptime objective is subject to the exclusions described in Section 6 (Exclusions from Coverage) herein. Any failure by Charging Stations to maintain the aforementioned annual station uptime objective shall not constitute a breach of this Agreement by ChargePoint. For the avoidance of doubt, the aforementioned annual station uptime objective does not apply to ChargePoint's cloud services.

2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring, or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations, including but not limited to any Skid Mounts. Additionally, Assure is not available for testing Charging Stations on non-commercially available vehicles. Assure labor is provided on an as available basis, per the requirements of Section 1 above.
3. **FURTHER COSTS:** If ChargePoint finds that the unit was not functioning, and is not otherwise covered by Assure subscription, than ChargePoint has the right to bill back for all costs incurred related to the warranty service ("**Bill Back Costs**"). For avoidance of doubt Bill Back Costs can include costs for investigation, equipment rental, engineering, travel, and other reasonable expenses that ChargePoint is required to spend to address a claim under Assure.
4. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Assure, ChargePoint needs your

cooperation. Specifically, you agree to:

- a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint's obligations.
 - b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased ChargePoint's cloud Services subscription necessary for remote access.
 - c. Maintain your premises in accordance with all applicable laws, rules, and regulations.
 - d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
 - e. Promptly notify ChargePoint of any suspected defect with a Charging Station. ChargePoint must have reasonable access to the Charging Station, including access to your requisite personnel, to address the service required.
5. **COMMISSIONING:** ChargePoint will provide Assure service to your Charging Stations provided you have satisfied the Commissioning requirements provided herein. "**Commissioning**" means the process of validating that a Charging Station is operational and installed in accordance with ChargePoint's specifications.
- a. If you or your certified ChargePoint installer perform Commissioning, you are responsible for ensuring your Charging Stations are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or commissioning guides, published by ChargePoint ("**Product Specifications**"). ChargePoint reserves the right to perform a site audit to assess installation quality. ChargePoint may charge you for any costs associated with responding to an issue caused by your failure to install your Charging Stations in accordance with the Product Specifications discovered while performing Commissioning or any time after your Assure subscription has commenced. ChargePoint may suspend your Assure coverage until such installation defect has been remedied.
 - b. All ChargePoint DC charging equipment requires Commissioning to be performed by ChargePoint, or an O&M Partner designated by ChargePoint, prior to ChargePoint providing Assure services or meeting its commitments under this Agreement.
 - c. If your Assure Pro service, standard Assure service, ChargePoint's standard warranty, or ChargePoint's extended parts warranty (as applicable) for your Charging Stations has been expired for more than 180 days, to ensure that such Charging Stations have been installed and maintained in accordance with the applicable Product Specifications, a site readiness inspection by

ChargePoint or a ChargePoint O&M Partner may be required in order to renew Assure on those Charging Stations. Any such site readiness inspection or work necessary to bring the Charging Stations into compliance with the Product Specifications may be at your cost.

- d. Any relocation of your Charging Station from its original installation location (including but not limited to any approved transfer pursuant to Section 12 of this Agreement) will require a new Commissioning before the commencement or resumption of your Assure coverage for that Charging Station.
6. **EXCLUSIONS FROM COVERAGE:** Except as expressly provided otherwise under this Agreement, ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:
- a. Cosmetic damage such as scratches and dents.
 - b. Normal aging or fading of colors due to exposure to the elements.
 - c. Abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.
 - d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint or Commissioned as provided in Section 5.
 - e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.
 - f. Vehicle to Charging Station interoperability or communication issues.
 - g. Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature.
 - h. Force Majeure Event or unforeseeable circumstances beyond ChargePoint's reasonable control that prevent ChargePoint from performing its obligations under Assure.

In addition, ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed pursuant to the provisions of Section 5 of this Agreement.

7. **CONTACT INFORMATION:** If at any time during the term of your coverage of ChargePoint Assure you believe you have defective Charging Equipment, contact Customer Service at the Customer Service number provided to you by your Account Executive, and follow any mutually agreed upon issue reporting procedures.
8. **SERVICE TERM:** Each Assure subscription that you purchase for a Charging Station will commence ninety (90) days from the invoice date and will last for the subscription length selected in an applicable order (the "Service Term"). For greater certainty, to the extent an applicable Charging Station is delivered, installed,

and activated before the Service Term commences as described above, your Charging Stations will nevertheless have coverage under Assure and the Service Term will start at the expiration of the ninety (90) day period referenced above.

9. **RENEWAL:** Upon expiration of your initial Service Term, your Assure coverage will renew automatically for successive one-year terms at the list price of the original Service Term, subject to increases and your right to terminate below (each a “**Renewal Term**”). Should the Renewal Term be cancelled and subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. If, however, you wish to terminate your Assure coverage under a Renewal Term, you may do so by providing thirty (30) days’ written notice of cancellation and ChargePoint will issue a pro-rata refund of any funds paid from the effective date of cancellation to the end of the applicable Renewal Term. Renewal Terms will commence on the date of the expiration of the original Service Term.
10. **PAYMENTS:** ChargePoint will send you an invoice for your Assure coverage on or after the date the applicable Charging Stations are shipped to you. Payment is due within thirty (30) days of the invoice date. If you have purchased extended Assure coverage and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars (or if you are located in Canada, Canadian dollars) and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and you are responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. You will reimburse ChargePoint for attorneys’ fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint’s rights or remedies, (a) terminate this Agreement or (b) refuse to provide Assure coverage until ChargePoint has received payment in full.
11. **TERMINATION:** You may terminate your Assure coverage without prejudice to any other remedy at law or equity: (i) if ChargePoint is in material breach of any of its obligations under Assure and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof or (ii) upon providing thirty (30) days prior written notice. Upon termination for cause pursuant to Section 11(i) or as provided for in Section 9 for a Renewal Term, ChargePoint will refund a pro-rata portion of the fees you paid for Assure. Upon any termination for any other reason, you will not be entitled to any refund of any fees paid.
12. **TRANSFERS:** Your Assure coverage applies only to the Charging Stations and installation site for which it

was purchased. Subject to Section 20 of this Agreement, if you sell or otherwise transfer your Charging Stations with an active Assure subscription to a third-party, and those Charging Stations are moved or otherwise transferred away from the original installation site, your Assure coverage may not be transferred without ChargePoint's prior written consent.

13. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or Charging Stations that have been replaced (collectively "**Replacement Parts**") that are provided by ChargePoint pursuant to your Assure coverage may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. Any Replacement Parts provided under your Assure coverage will become your property and all returned parts or returned Charging Stations, whether under warranty or not, will become the property of ChargePoint. Any Replacement Parts will be covered by Assure for the remainder of your Assure coverage or ninety (90) days from the date of delivery of such Replacement Parts, whichever is later.
14. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under Assure. Please read it carefully.
 - a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR ASSURE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 - b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
15. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION.** The ChargePoint entity entering into this Agreement, the address to which you should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to you are domiciled:

If you are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

16. AMENDMENT OR MODIFICATION: ChargePoint reserves the right to modify this Agreement from time to

time. ChargePoint will provide notice of each such modification to you. Your continued use of Assure following such notice will constitute an acceptance of the modified Agreement.

17. **WAIVER:** The failure of either party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
18. **FORCE MAJEURE:** Except for your payment obligations under this Agreement, neither party will be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake, explosion, or other natural disaster (irrespective of the affected party's condition of any preparedness therefore); war; terrorist act; epidemic; pandemic; quarantine; civil commotion; breakdown of communication facilities (including but not limited to utility, transmission or power failures); breakdown of web host; breakdown or act or omission of internet or other service provider; breakdown or act or omission of common carriers; embargo; riot; strike; labor action; changes in laws or regulations; any lawful order, decree, or other directive of any government authority; material shortages; shortage of transport; and failures of suppliers to deliver the required material or components (a "**Force Majeure Event**"). .
19. **SEVERABILITY:** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either party will to any extent be determined jointly by the parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
20. **ASSIGNMENT:** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you sell the property where the Charging Stations were installed, provided that any such purchasing entity assumes all rights and obligations under this Agreement; provided further that, the purchasing entity will not move or otherwise transfer the Charging Stations from original installation site. To the extent the purchasing entity desires to move or otherwise transfer the Charging Stations from the original installation site, Section 12 of this Agreement will apply. In the event of any purported assignment in breach of this Section 20, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement by providing written notice to you. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
21. **NO AGENCY OR PARTNERSHIP:** ChargePoint, in the performance of this Agreement, is an independent

contractor. In performing its obligations under this Agreement, ChargePoint shall maintain complete control over its employees, its subcontractors, and its operations. No partnership, joint venture or agency relationship is intended by ChargePoint and you to be created by this Agreement. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

22. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations, and writings pertaining to such subject matter. All purchase orders issued by you shall state that such purchase orders are subject to all of the terms and conditions of this Agreement and contain no other term other than the type of Assure coverage, the number of Charging Stations which Assure is ordered, the term of such Assure coverage, and applicable fees. To the extent of any conflict or inconsistency between this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.
23. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.
24. **ENGLISH LANGUAGE AGREEMENT GOVERNS:** Where ChargePoint has provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of this Agreement governs your relationship with ChargePoint. If there is any conflict between the English language version of this Agreement and a translated version, the English language version shall control. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.
25. **FOR CUSTOMERS IN THE PROVINCE OF QUEBEC, CANADA ONLY.** Customer confirms having first been presented with and given the opportunity to examine a version of this Agreement in French. The parties have expressly required that this Agreement and all related documents, including notices and other communications, be drawn up in English exclusively. Le client confirme avoir préalablement reçu et avoir eu l’opportunité de réviser une version en français de la présente convention. Les parties ont expressément exigé à ce que la présente convention ainsi que tous les documents qui s’y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.

Inspection Services: Scope and Terms

(Pilot Program)

1. General

1.1 Description. Inspection Services (as defined below) is an add-on Support Services option that may be available to you with ChargePoint's then-current Support Service offerings (e.g., Assure, Assure Pro, or Customer Managed Labor Plan) or your then-in effect ChargePoint-provided warranty coverage for your Hardware.

1.2 Subscription Terms and Conditions. Your Subscription for Inspection Services are subject to (a) the terms and conditions of this Scope and Terms document; and (b) ChargePoint's Master Support Services Terms and Conditions (found at www.chargepoint.com/legal/support-services ("**Master Support Terms**")), as each may be amended from time to time by ChargePoint. Any capitalized term not otherwise defined in this Scope and Terms document has the meaning ascribed in Master Support Terms.

1.3 Term and Termination of Pilot Program. The pilot program for Inspection Services is available to you for the time duration specified in the applicable purchase order or ChargePoint invoice under which you acquired entitlements for Inspection Services. During the first three months of the term of Pilot Program, you may terminate for convenience with 5 business days prior written notice to ChargePoint.

2. Scope of Inspection Services. The following subsections of this Section 2 collectively constitute the scope of services that ChargePoint will provide to you in connection with the pilot program for Inspection Services ("**Inspection Services**"). In connection with each onsite visit for Inspection Services, ChargePoint's authorized service provider, who will perform Inspection Services on behalf of ChargePoint ("**Service Provider**"), will undertake the following:

2.1 Hardware Inspection. Visually inspect the exterior of the applicable Hardware, including, without limitation, its main body, charging cable(s), cable management kit, and screen and inspect for any reported faults displayed on the Hardware's display. If a failed charging session has been reported by the applicable Hardware to ChargePoint prior to the applicable onsite visit, then Service Provider will perform a test charge to diagnosis the issue.

2.2 Hardware Cleaning. Wipe down and clean the applicable Hardware, including, without limitation, the removal of any unauthorized stickers on such Hardware.

2.3 Hardware Repair. Perform any adjustments to Hardware for it to operate in accordance with ChargePoint's applicable specifications for such Hardware. If Hardware has a then-in effect warranty coverage from ChargePoint or other Support Services-related coverage by ChargePoint (e.g. Assure, Assure Pro, etc.), then Service Provider will install Replacement Parts that are non-electrical in nature, e.g. charging cable latches, screen lenses, and cable management kit retractor cables, and subject to exclusions described in Master Support Terms. If there is an electrical-related issue, then such repair may be covered by other applicable Support Services that you may have entitlements from ChargePoint. In that case, ChargePoint will determine which other applicable Support Services may provide the appropriate coverage and refer such issue for resolution to ChargePoint's support team, and may be covered, subject to the applicable Support Service.

2.4 Site Area Inspection. Visually inspect the physical site area, as such area is owned or managed by you, where the applicable Hardware is installed (“**Site Area**”) for potential issues that pertain to Site Area and/or may impair the performance and operation of the Hardware. Such issues will be reported to you in accordance with Section 2.5 (Monthly Reporting). For the avoidance of doubt, Inspection Services does not include, and ChargePoint will not be responsible or liable for, the repair, maintenance, fixes, or remediation in any manner of any issues that pertain to Site Area.

2.5 Monthly Report. Provide you a monthly report of the findings of Service Provider’s visual inspection of the applicable Hardware and/or Site Area (as described in this Section 2) during the applicable reporting period, including recommendations for the maintenance and repair of Site Area, issues that may require other Support Services dispatches for Hardware, and repairs and cleanings made to Hardware.

2.6 Service Cadence. Various cadence for onsite visits are available (e.g. weekly, monthly, quarterly). The cadence of such onsite visits is determined by the SKU that you acquire entitlements to Inspection Services.

3. Your Responsibilities. You are required to inform ChargePoint of all pertinent information in connection with onsite visits for Inspection Services, including, without limitation, any blackout dates for such onsite visits and access requirements to Site Area and/or applicable Hardware. ChargePoint will schedule onsite visits for Inspection Services based on such pertinent information.

CHARGEPOINT MASTER SUPPORT SERVICES TERMS AND CONDITIONS

- 1. Description of Support Services.** These ChargePoint Master Support Services Terms and Conditions (“**Agreement**”) governs the provision of Support Services (defined below) by ChargePoint, Inc. (“**ChargePoint**”) to customer (“**you**” and “**your**”). Each subscription plan for Support Services (“**Subscriptions**”) provides Support Services-related coverage to you for the ChargePoint-covered charging stations and related hardware peripherals (“**Hardware**”) and may include a combination of remote support, parts and labor coverage, as further described in the applicable Support Scope and Terms. Each Subscription is offered by the applicable ChargePoint entity or entities referenced under “Entities” section below and is valid for US and Canada only. The scope of this Agreement is only for Support Services and does not include other services offered by ChargePoint (e.g., ChargePoint cloud plans) or products not described in the applicable Support Scope and Terms (e.g. ChargePoint’s Home Flex products or any of its successors). “**Support Services**” shall mean the service(s) provided to you subject to this Agreement and the applicable ChargePoint Support Services Scope and Terms (“**Support Scope and Terms**”) found at www.chargepoint.com/legal/support-services. This Agreement and Support Scope and Terms may be amended from time to time by ChargePoint.
- 2. Subscriptions.**

 - 2.1 Service Term and Renewal.** Each Subscription that you purchase will commence ninety (90) days after the invoice date of such Subscription and will continue for the term purchased via the applicable invoice or purchase order (“**Service Term**”). ChargePoint will send you an invoice for your Subscription on or after the date the applicable Hardware is shipped to you. Upon expiration of your initial Service Term, your Subscription will renew automatically for successive one-year periods (each a “**Renewal Term**”). Renewal Terms will commence on the date of the expiration of the initial Service Term or prior Renewal Term, as applicable
 - 2.2 Transfer.** If you sell or divest yourself of the applicable Hardware and wish to transfer or otherwise assign in any manner the applicable Subscription a third party, then you must provide 60 days prior written notice to ChargePoint of such sale or divestiture of Hardware. Failure to provide such prior notice will void the applicable Subscription for any successor third party.
 - 2.3 Commencement.** Your Hardware will be covered by the applicable Subscription starting after the Hardware has been delivered, installed, and activated (subject to the applicable requirements of ChargePoint) and until the end of the Service Term. Note that certain Hardware and corresponding Subscriptions may require you to fulfill certain activation obligations prior to the commencement of the applicable Support Services (for more details see the Installation, Commissioning and Activation Scope and Terms located at www.chargepoint.com/legal/deployment-consulting-services) (“**Deployment and Consulting Scope and Terms**”).
 - 2.4 Term and Termination.** This Agreement and applicable Support Scope and Terms shall remain in full force and effect until completion of Service Term or Renewal Term, subject to earlier termination as set forth below. Either party may terminate this Agreement if the other party is in material breach of any of its obligations under this Agreement (which shall include without limitation any nonpayment by customer of fees due for Services) and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof. Either party may terminate this Agreement immediately upon written notice if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party and has not been dismissed within 60 days

of such filing. ChargePoint may terminate this Agreement upon written notice in the event that any law or regulation prevents or materially impedes the performance of Support Services. All sections of this Agreement which by their nature should survive termination and/or expiration of this Agreement shall survive such termination and/or expiration.

If you exercise the termination rights described in this section, then you acknowledge and agree (a) you will be required to pay ChargePoint the full balance of fees you owe for the then-current Subscription; and (b) if you prepaid for the then-current Subscription, then you are not entitled to, and ChargePoint is not obligated to provide you in any manner, a refund of such prepayment. If you wish to terminate your Subscription pursuant to this section, ChargePoint will issue a pro-rata refund of any funds paid from the effective date of termination to the end of the applicable Service Term or Renewal Term. For termination for any other reason, you will not be entitled to any refund.

2.5 Reinstatement Fee. If you terminate the applicable Subscription during a Renewal Term and wish to reinstate such Subscription at a later date, such reinstatement will be subject to the payment of fees for the time period that lapses after such termination and prior to the reinstatement, plus any reasonable reinstatement fees charged by ChargePoint.

2.6 Payment. Payment for Subscriptions is due within thirty (30) days of the invoice date. All payment obligations are non-cancelable and non-refundable. Late payment shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by the applicable jurisdiction. You will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount is more than thirty (30) days overdue, ChargePoint may (a) terminate the applicable Subscription or (b) withhold Subscription coverage until ChargePoint has received payment in full. All payments shall be made in U.S. Dollars (or if you are based out of Canada, Canadian dollars) and may be made by wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement and/or Support Scope and Terms. Fees payable to ChargePoint do not include any taxes, and you are responsible for all such taxes.

2.7 Purchase after Activation. If you wish to purchase a Subscription after the activation of the applicable Hardware, then you will need to provide ChargePoint written evidence that there are no outstanding repair or defect issues with such Hardware. Approval of the activation of Subscription, as described in this section, will be at ChargePoint's sole discretion.

2.8 Relocation of Hardware. Any relocation of Hardware from its original installation location (including, without limitation, to any approved transfer pursuant to Section 2.2) will require (a) re-Activation (as further described in the Deployment and Consulting Scope and Terms); and (b) re-Commissioning (as further described in separate the Deployment and Consulting Scope and Terms) if Hardware is a DC charging station.

2.9 Maximum Service Term. ChargePoint will not sell or make available Subscriptions beyond the useful life of the applicable Hardware, i.e., 10 years after its initial activation. ChargePoint, in its sole discretion, may amend from time to time the calculation of the useful life of any Hardware.

3. Support Services.

3.1 Coverage. If included in your applicable Subscription, ChargePoint will provide parts and/or labor coverage for the applicable Hardware.

3.2 Covered Hardware. Unless otherwise described in the applicable Support Scope and Terms, only certain Hardware purchased from ChargePoint or an authorized ChargePoint distributor or reseller may receive Support Services. Please refer to the Scope and Terms for a list of Hardware covered by the applicable Subscription.

3.3 Active Cloud Plan Requirement. Unless otherwise described in the applicable Support Scope and Terms, you must maintain an active ChargePoint cloud plan to receive Support Services.

3.4 Replacement Parts. If the then-current Subscription provides “parts cost coverage” for replacement hardware components and/or Hardware that ChargePoint uses to repair and/or replace your defective Hardware (“**Replacement Parts**”), then Replacement Parts will be provided at no charge. You acknowledge and agree Replacement Parts may be remanufactured or reconditioned (a) hardware components of Hardware; or (b) Hardware if such Hardware is no longer manufactured; provided, that ChargePoint will use reasonable efforts to provide such Hardware that provides substantially similar functionality. Any Replacement Parts provided to you via a Subscription will become your property and all parts and/or Hardware returned by you or your authorized representative to ChargePoint in connection with any Support Services will become the property of ChargePoint.

3.5 Your Responsibilities. You agree to: (a) provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations, including access to your requisite personnel and physical site, to address the required Support Services; (b) promptly provide accurate and complete information as requested by ChargePoint in connection with the provision of any Support Services; (c) maintain the physical site in which Hardware is located in accordance with all applicable laws, regulations and rules; and (d) keep the physical site in which Hardware is located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your sites and/or premises.

3.6 Exclusions. The following issues are not covered by Support Services:

- a. **Damage and Misuse.** Damage to Hardware caused by you and/or third parties, including, without limitation, abuse, negligence, vandalism, accidents, or any other events. In addition, any use of the Hardware in a manner that is not in compliance with the specifications of Hardware, as described in the applicable ChargePoint documentation.
- b. **Cosmetic Damage.** Cosmetic damage to Hardware such as scratches and dents.
- c. **Normal Aging and Discoloration.** Normal aging or discoloration of Hardware due to exposure to environmental elements.
- d. **Unapproved Deployment or Alteration.** Installation, operation, alteration, modification, or relocation of the Hardware or firmware incorporated in such Hardware that was not approved in writing by ChargePoint.
- e. **Force Majeure.** Force majeure events or unforeseeable circumstances beyond ChargePoint’s reasonable control that prevent ChargePoint from performing its Support Services-related obligations.
- f. **Lack of Commissioning.** DC charging station(s) that has not undergone Commissioning, as such term is described in Deployment and Consulting Scope and Terms.
- g. **Fraudulent Actions.** Fraudulent actions or omissions in connection with Support Services-related requests, e.g. removal or alteration of the serial number of the applicable Hardware.

- h. **Unapproved Interfaces.** Use of Hardware with software, interfaces, parts or supplies not approved in writing by ChargePoint.
- i. **Interoperability.** Vehicle-to-Hardware interoperability or communication issues, including, without limitation, testing on non-commercially available vehicles.
- j. **Timely Notification.** If you do not notify ChargePoint on a timely basis (as reasonably determined in ChargePoint’s discretion) of the Hardware-related issue (e.g. inability to dispense energy) or impairments (can charge but impaired, limited or modified safe operation of the charger is required) as soon as you first become aware of such issue.
- k. **Certification.** If the installation or maintenance of Hardware is performed by a technician not certified by ChargePoint.
- l. **Hardware Not Covered by Support Services.** ChargePoint takes no responsibility or liability with respect to repairing, replacing, monitoring, or servicing anything other than Hardware covered by a then-current Subscription. For example, ChargePoint is not responsible for the physical mounting and electrical wiring of Hardware, performance of any cellular or Wi-Fi repeaters connected to Hardware, or third-party hardware accessories installed with Hardware that are not covered by Support Services, including, without limitation, skid mounts.
- m. **Customer Responsibilities.** If by your action or inaction you do not comply with your responsibilities as described in Section 3.5.
- n. **Cloud Issues.** Issues related to your ChargePoint cloud services (e.g., Cloud Plan or Fleet Ops). Notwithstanding the foregoing, issues related to your software embedded within the applicable Hardware (e.g., firmware) are covered by the applicable Support Services.

3.7 Service Levels

- a. **Service Level Matrix.** In connection with the applicable Subscription(s), ChargePoint will use commercially reasonable efforts to provide the support level objectives for Support Services (“**Service Levels**”) as set forth in the “Service Level Category” table below. For more details on which Service Levels apply to your Subscription, please refer to the applicable Support Scope and Terms. Any failure by ChargePoint to meet and/or maintain the Service Levels shall not constitute a breach of this Agreement.

Service Level Category		Standard			Critical		
		1	2	3	1	2	3
Severity		1	2	3	1	2	3
Type of Hardware-Related Issue		Outage	Impairment	Non-Critical	Outage	Impairment	Non-Critical
Service Levels	Response	1 Business Day	2 Business Days	3 Business Days	1 Hour	1 Business Days	2 Business Days
	Diagnosis	2 Business Days	3 Business Days	-	12 Hours	2 Business Days	-
	Resolution	5 Business Days	6 Business Days	-	24 Hours	5 Business Days	-
	Annual Port Uptime	98%	-	-	99%	-	-
	Part Delivery	4 Business Days	4 Business Days	4 Business Days	4 Business Days	4 Business Days	4 Business Days

b. **Definitions for Service Level Category Table.** The following definitions apply to the defined terms used in the “Service Level Category” table above:

- i. **Standard.** This Service Level Category is applicable to the Subscription(s) as described in the applicable Support Scope and Terms.
- ii. **Critical.** This Service Level Category is applicable to the Subscription(s) as described in the applicable Support Scope and Terms.
- iii. **Outage.** Issues which completely prevent the Hardware from dispensing electricity (i.e. inoperable station).
- iv. **Impairment.** Issues that require a workaround to use the Hardware, but the Hardware is still able to dispense electricity (e.g., broken cable management kit).
- v. **Non-Critical.** Issues that do not constitute Outages or Impairments (e.g., general information requests, or Hardware-related wear and tear).
- vi. **Acknowledgement.** The earlier of (a) ChargePoint confirming an issue using proactive monitoring; or (b) you first report the applicable issue to ChargePoint’s technical support with all the necessary information required by ChargePoint to acknowledge to you the receipt of the reported, applicable issue outlined in the “Service Level Category” table.
- vii. **Response.** Time from Acknowledgement to ChargePoint’s provision of a response and confirmation that ChargePoint has started the troubleshooting and diagnosis of the applicable issue.
- viii. **Diagnosis.** Time from Acknowledgement to (i) when ChargePoint issues a work order that confirms that an onsite repair work is necessary; (ii) written confirmation from ChargePoint to you that the applicable issue can be remotely resolved; or (iii) when ChargePoint quotes you the cost of the applicable Replacement Part in connection with the onsite repair work.
- ix. **Resolution.** Time from Acknowledgement to a complete resolution of the Hardware-related issue, as determined by ChargePoint.
- x. **Annual Port Uptime.** The percentage of time that a port can dispense energy during the 12-month period from the latter of the (i) activation of the applicable Hardware; or (ii) start of your Service Term; provided that, such uptime objective is subject to exclusions described in Section 3.8 herein. For the avoidance of doubt, Annual Port Uptime does not apply to ChargePoint’s cloud services.
- xi. **Part Delivery.** Time from Acknowledgement to the delivery to you or your authorized recipient of a Replacement Part.

3.8 Service Level Exclusions

- a. **Rescheduled Dispatches.** Time between the initially proposed dispatch date from ChargePoint and the final dispatch date if rescheduled at your request.
- b. **Inability to Service.** Time between the initial visit and any follow-up visit if the follow-up is required due to your action or inaction preventing ChargePoint from resolving the issue.
- c. **Other Exclusions.** The applicable exclusions described in Section 3.6.

4. **Warranty; Other Disclaimers.** THE SUPPORT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THIS IS THE FULL EXTENT OF WARRANTIES PROVIDED BY CHARGEPOINT UNDER THIS AGREEMENT AND THE APPLICABLE SUPPORT SCOPE AND TERMS. NO OTHER CHARGEPOINT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSOR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT, THE APPLICABLE SUPPORT SCOPE AND TERMS, OR IN ANY PROPOSAL, CONTRACT, REPORT, STATEMENT OF WORK OR OTHER DOCUMENT IN CONNECTION WITH THE SUPPORT SERVICES THAT IS PROVIDED BY CHARGEPOINT, AND CHARGEPOINT SPECIFICALLY DISCLAIMS ALL

OTHER SUCH WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

5. Limitation of Liability. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR OTHERWISE BASED ON ANY EXPRESS, IMPLIED OR CLAIMED WARRANTIES NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR : (I) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR CLAIMS OF PERSONAL INJURY OR DEATH; (II) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; OR (III) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT (IN YOUR CASE, IN ADDITION TO THE FEES AND EXPENSES PAYABLE BY YOU IN CONNECTION WITH THE APPLICABLE SUBSCRIPTION) EXCEED THE TOTAL FEES AND EXPENSES DUE AND PAYABLE BY YOU IN CONNECTION WITH THE APPLICABLE SUBSCRIPTION (I.E. SUPPORT SERVICES) GIVING RISE TO THE LIABILITY.

6. Intellectual Property Rights.

6.1 "Your IP" means your pre-existing or independently developed intellectual property rights.

6.2 "ChargePoint IP" means (a) ChargePoint's pre-existing or independently developed intellectual property rights, (b) ChargePoint's templates and tools used to provide Support Services, (c) ideas, concepts, techniques, models, and know-how created or co-created or developed or co-developed by ChargePoint during or in connection with the performance of Support Services, (d) all reports, evaluations, findings, data and reports provided by ChargePoint to you in the performance of Support Services (collectively, "**Materials**"), and (e) all intellectual property rights in the foregoing or in any derivative works of the foregoing; provided, that ChargePoint IP excludes any Your IP incorporated in the Materials.

6.3 As between the parties, (a) you own all right, title and interest in and to Your IP, and (b) ChargePoint owns all right, title and interest in and to the ChargePoint IP. Neither party is granted any right, title nor interest in the other party's pre-existing intellectual property rights, either express or implied, under this Agreement or applicable Support Scope and Terms. Each party reserves all rights not specifically granted to the other party under this Agreement or applicable Support Scope and Terms, and no licenses or other rights to a party's intellectual property rights are granted by implication, estoppel or otherwise. Neither party shall use trademarks or logos of the other party, for the provision of the Support Services or otherwise, without the prior written consent of the other party.

6.4 Notwithstanding the above provisions in this section, ChargePoint shall have the right to use, reproduce, and disclose the Materials (without attribution to you). ChargePoint shall be free to provide material similar to Materials to third parties whose needs may be similar to your requirements, without violating its confidentiality obligations hereunder to you.

7. Feedback. "**Feedback**" shall mean any feedback, comments, suggestions or other input provided by you in connection with the Support Services. You shall be under no obligation to provide Feedback and shall not provide any Feedback that violates the rights of any third party. You hereby grant to ChargePoint a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license (with the right to sublicense) to use, modify, prepare derivative works of, display, perform and otherwise exploit in any manner the Feedback,

and to make, have made, import, use, sell and otherwise distribute products and services using or incorporating the Feedback.

8. Confidentiality. Each party agrees not to use the other party's confidential and proprietary information ("**Confidential Information**") except in the performance of the Support Services or as authorized by this Agreement, and not to disclose or otherwise make available such information to third parties without the other party's prior written consent. Confidential Information does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information already known by the receiving party independent of the Confidential Information as evidenced by written records, (iii) information developed by the receiving party independent of the Confidential Information, and (iv) information that the receiving party rightfully obtains without restrictions on use and disclosure. Confidential Information shall remain the exclusive property of the disclosing party and no intellectual property right is licensed, granted or otherwise transferred by this section or any disclosure of Confidential Information to the receiving party.

9. Miscellaneous.

9.1 Force Majeure. "**Force Majeure**" means any act of God, fire, natural disaster, earthquake, accident, act or regulation of government or a governmental agency, or an act that is beyond the reasonable control of either party. Neither party will be deemed in default of this Agreement and/or applicable Support Scope and Terms (other than with respect to any obligations by you to pay for the applicable Subscription) to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of Force Majeure; provided, that such party gives the other party written prompt notice thereof and continues to use its reasonable efforts to perform or cure, as applicable.

9.2 Miscellaneous. Neither party may assign this Agreement or any of its rights or duties hereunder, without the prior written consent of the other party, except that either party may assign its rights and duties hereunder in connection with its acquisition or the sale of all or substantially all of its assets. Any attempted assignment or delegation in violation of the preceding sentence shall be void. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. ChargePoint is an independent contractor and shall not be deemed an employee or agent of you. The terms in this Agreement and in the applicable Support Scope and Terms constitute the complete agreement regarding any provision of Support Services by ChargePoint and supersede all prior agreements and discussions between the parties; provided, that in the event of any conflict between this Agreement and the applicable Support Scope and Terms or any other document the terms of the applicable Support Scope and Terms shall govern. In particular, any additional terms contained on your ordering instrument or other documents shall be of no force or effect. The parties shall comply with all applicable state, national and foreign laws and regulations. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. This Agreement may not be modified or amended, except in writing signed by a duly authorized representative of each party.

9.3 Governing Law, Jurisdiction, ChargePoint Entities, and Dispute Resolution. The ChargePoint entity entering into this Agreement with you, the address to which you should direct notices under this

Agreement, the governing law, and place of jurisdiction, shall be determined according to where you are domiciled:

If You are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable “Governing Laws” above in the table above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

Standard Parts Warranty

Our Promise

This Standard Parts Warranty (“**Warranty**”) is offered by the applicable ChargePoint entity or entities referenced under the “Additional Information” section below (“**CHARGEPOINT**”) pursuant to these terms and conditions for purchasers (“**you**” and “**your**”) of electric vehicle charging station-related hardware (“**Hardware**”) purchased from CHARGEPOINT or one of its authorized resellers for your own use and not for resale. The Warranty is transferrable and is valid for U.S.A. and Canada only. The Warranty may only be transferred in the event you are subject to a sale, acquisition, or other similar corporate transaction. Additionally, such transfer must occur within three (3) months after the date of the commencement of the applicable warranty, as further described below. The Warranty does not apply to CHARGEPOINT’S Home Flex products or any of its successor offerings (see CHARGEPOINT’S website for the applicable warranty for those products).

If you have purchased CHARGEPOINT Assure coverage and your applicable Hardware have been installed in accordance with the requirements for CHARGEPOINT Assure coverage, CHARGEPOINT will provide to you CHARGEPOINT Assure coverage and will, among other things, perform the monitoring, triage, coordination, and on-site repair or replacement services described in the CHARGEPOINT Assure Terms and Conditions of Service, which are separate from these terms and conditions. If you did not purchase CHARGEPOINT Assure coverage and/or do not comply with the installation requirements, then your applicable warranty coverage will be limited to that described herein.

LIMITED TWO-YEARS PARTS WARRANTY: Subject to the exclusions from warranty set forth below, CHARGEPOINT warrants that your (1) Hardware and/or (2) Hardware Accessory for your Hardware that you purchased from CHARGEPOINT, will be free from any defects in materials or workmanship for a period of two (2) years (“**Warranty Period**”). “**Hardware Accessory**” means the CHARGEPOINT-manufactured parts that are standalone and add-on parts that are used in connection with your charging station. Your Warranty Period for Hardware commences on the earlier to occur of (i) the date you activate your Hardware or (ii) six (6) months after the date your Hardware is shipped to you. Your Warranty Period for Hardware Accessory start after the date the applicable Hardware Accessory is shipped to you. If your Hardware and/or Hardware Accessory become defective during the Warranty Period, CHARGEPOINT will, upon written notice provided in accordance with these terms and conditions, either repair or replace, at CHARGEPOINT’S election, Hardware and/or Hardware Accessory. The Warranty covers both parts and factory labor necessary to repair your Hardware and/or Hardware Accessory but does not include any on-site labor costs related to un-installing or repair of the defective Hardware and/or Hardware Accessory or reinstalling the repaired or replacement Hardware and/or Hardware Accessory. Notwithstanding anything otherwise in this Warranty, CHARGEPOINT warrants that the CHARGEPOINT-manufactured upgraded parts and/or accessories for your Hardware and/or Hardware Accessory that you purchase after the initial purchase of the applicable Hardware and/or Hardware Accessory will be free from any defects in materials or workmanship for a period of six (6) months. This six-month warranty coverage for the CHARGEPOINT-manufactured upgraded parts and/or accessories will commence on the date the items are shipped to or picked up by you.

PURCHASE OF EXTENDED PARTS WARRANTY. You may purchase, prior to the end of the Warranty Period, additional years of warranty coverage for your Hardware and/or Hardware Accessory beyond the Warranty Period (“**Extended Parts Warranty**”). The terms and conditions of the Warranty shall govern the Extended Parts Warranty. Your purchase of Extended Parts Warranty includes CHARGEPOINT’S remote support service (“**Remote Support**”), as defined and governed in the separate Remote Support Terms and Conditions found at www.chargepoint.com/legal/support-services (“**Remote Support Agreement**”). With respect to Remote Support, in the

event of any inconsistency or conflict between the Remote Support Agreement and this Warranty, the Remote Support Agreement will prevail and control over this Warranty. CHARGEPOINT will send you an invoice for the coverage for Extended Parts Warranty that you order. Payment is due within thirty (30) days of the invoice date. If you have purchased multiple years of the Extended Parts Warranty and have chosen the annual payment option, then CHARGEPOINT will invoice each annual payment on the anniversary date of your Extended Parts Warranty coverage. All payments shall be made in U.S. Dollars and may be made by check, wire transfer, ACH payment system or other means approved by CHARGEPOINT. Customer may not offset any amounts due to CHARGEPOINT hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CHARGEPOINT do not include any taxes and you are responsible for any and all such taxes. All payment obligations under the Extended Parts Warranty are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate.

LIMITED OUT OF WARRANTY REPLACEMENT PARTS WARRANTY. Subject to the exclusions from warranty coverage set forth below, CHARGEPOINT warrants that any replacement parts for your Hardware and/or Hardware Accessory that are no longer covered under the Warranty Period, or Extended Parts Warranty as applicable, at the time of your purchase from CHARGEPOINT (“**Out of Warranty Replacement Parts**”) will be free from any defects in materials or workmanship for a period of six (6) months (“**Out of Warranty Replacement Parts Coverage Period**”). Your Out of Warranty Replacement Parts Coverage Period commences on the date your Out of Warranty Replacement Part is installed to repair the applicable Hardware and/or Hardware Accessory. If your Out of Warranty Replacement Part becomes defective during the Out of Warranty Replacement Parts Coverage Period, then CHARGEPOINT will, upon written notice provided in accordance with these terms and conditions, either repair or replace, at CHARGEPOINT’s sole discretion, the Out of Warranty Replacement Part. The warranty that applies to your Out of Warranty Replacement Part covers the cost to replace your defective Out of Warranty Replacement Part and associated shipping costs but does not include any on-site labor costs related to un-installing or repair of the defective Out of Warranty Replacement Part or reinstalling the repaired or replacement for the Out of Warranty Replacement Part.

Follow These Easy Steps to Obtain Warranty Service

1. Contact CHARGEPOINT to activate your applicable warranty through the installation and activation process, if applicable, for your Hardware.
2. If during the term of your applicable warranty you believe you have an item that ceases to properly function per CHARGEPOINT’S specifications (“**Non-Functional Item**”), then contact Customer Service at <https://www.chargepoint.com/support> and request warranty service from CHARGEPOINT. At the time of your call, CHARGEPOINT will determine if your issue can be resolved remotely or will require a replacement item (“**Replacement Item**”).
3. If your issue cannot be resolved remotely, to ensure prompt and proper diagnosis and repair physical on-site troubleshooting of suspected defects, and coordination with CHARGEPOINT, must be performed by an electrician at your sole expense. If CHARGEPOINT determines that the defect appears to be covered by your applicable warranty and such warranty is still in effect, CHARGEPOINT will ship the Replacement Items to you or an electrician you designate. If CHARGEPOINT requires the return of the Non-Functional Item, CHARGEPOINT will provide to you a Return Material Authorization (“**RMA**”) number for you to reference when you return the Non-Functional Item for repair or replacement. You will be responsible for the receipt of Replacement Items and the return of the applicable Non-Functional Item. As part of the applicable warranty service process, you will be asked for the following:
 - a. A detailed description of the problems you are experiencing with the applicable item;

- b. The model number and serial number of the applicable item;
 - c. Proof of purchase (such as a copy of the CHARGEPOINT invoice for the applicable item); and
 - d. Shipping information
4. CHARGEPOINT will ship you the Replacement Item, at no charge to you, along with any RMA instructions. You will be responsible for the on-site labor to un-install, repair, and reinstall your Replacement Item.
 5. Subject to CHARGEPOINT'S return policy referenced below, you may be required to ship the Non-Functional Item to CHARGEPOINT in accordance with any RMA instructions provided, including, without limitation, referencing the RMA number in the shipping documentation or on the shipping container. The Non-Functional Item must be returned in a shipping container (e.g. shipping container for the Replacement Item) designed to prevent damage to those items. All Non-Functional Items, whether covered under the applicable warranty or not, become the property of CHARGEPOINT.
 6. If you do not return the Non-Functional Item in accordance with CHARGEPOINT'S return policy referenced below, CHARGEPOINT may invoice you for the value of the Replacement Item.
 7. For more information on CHARGEPOINT's return policy ("**Return Policy**") as it applies to the applicable warranty service, please visit www.chargepoint.com/legal/support-services. The Return Policy is incorporated by reference into these terms and conditions.

IMPORTANT

1. You are responsible for the proper installation and maintenance of the Hardware, Hardware Accessory, Replacement Item, and/or Out of Warranty Replacement Parts, including, without limitation, the de-installing of any such defective items sent to you.
2. Any service or repairs beyond the scope of the applicable warranty above will be performed upon your approval at CHARGEPOINT's then prevailing labor rates and other applicable charges.
3. Hardware, Hardware Accessory, Replacement Items, and/or Out of Warranty Replacement Parts that are found by CHARGEPOINT not covered by the applicable warranty or otherwise ineligible for warranty service will be returned, repaired, or replaced, at your expense and at CHARGEPOINT's standard charges, subject to your approval.
4. Please read carefully through the detailed descriptions of the applicable warranties above, the EXCLUSIONS FROM LIMITED PRODUCT WARRANTY, and the LIMITATIONS ON WARRANTY AND LIABILITY on the following pages to assure that your Hardware is eligible for the applicable warranty service without additional cost to you.

REPLACEMENT ITEMS

You acknowledge that Replacement Items and/or Out of Warranty Replacement Parts provided by CHARGEPOINT under the applicable warranty may be remanufactured or reconditioned item. If the exact model of the applicable item is no longer manufactured by CHARGEPOINT, then the Replacement Item may be an item with substantially similar functionality. Any Replacement Items will be warranted for the remaining duration of the original Warranty.

EXCLUSIONS FROM WARRANTY

IMPORTANT: The applicable warranty on your Hardware, Hardware Accessory, Replacement Item, or Out of Warranty Replacement Part shall not apply to defects or service repairs resulting from the following:

- Improper site preparation or maintenance, improper installation, lack of commissioning service (if applicable to your Hardware), cosmetic damage such as scratches and dents, or normal aging.

- Abuse, vandalism, damage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the item in a way other than as specified in the applicable CHARGEPOINT documentation.
- Installation, alteration, disassembly, modification or relocation of the item that was not approved in writing by CHARGEPOINT or performed by CHARGEPOINT or by a certified CHARGEPOINT installer or service provider.
- Use of the item with software, interfacing, parts or supplies not supplied by CHARGEPOINT.
- Damage as a result of extreme power surge, extreme electromagnetic field or any acts of nature.
- Any repeated or excessive damage caused by you or third parties, as determined by CHARGEPOINT in its sole discretion.
- Vehicle to charger interoperability or communication issues.
- Any other causes beyond the control of CHARGEPOINT.

IN ADDITION: The applicable warranty on your Hardware, Hardware Accessory, Replacement Item, or Out of Warranty Replacement Part shall not apply if the original identification markings (for example, serial numbers and trademarks) have been defaced, altered, or removed. THE APPLICABLE WARRANTY APPLIES ONLY TO YOUR HARDWARE, HARDWARE ACCESSORY, REPLACEMENT ITEMS, OR OUT OF WARRANTY REPLACEMENT PARTS AND NOT TO ANY CHARGEPOINT SERVICE PLAN. CHARGEPOINT SPECIFICALLY DOES NOT WARRANT THAT ANY CHARGEPOINT SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

LIMITATIONS ON WARRANTY AND LIABILITY

NO AGENT OF CHARGEPOINT IS AUTHORIZED TO ALTER OR EXCEED THE APPLICABLE WARRANTY OBLIGATIONS OF CHARGEPOINT. THE REMEDIES UNDER THE APPLICABLE WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES. CHARGEPOINT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OTHER THAN THE APPLICABLE WARRANTIES SET FORTH ABOVE. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CHARGEPOINT HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER EXPIRATION OF THE APPLICABLE WARRANTY PERIOD. Some states or jurisdictions do not allow the exclusion of express or implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE HARDWARES, HARDWARE ACCESSORIES, REPLACEMENT ITEMS, AND/OR OUT OF WARRANTY REPLACEMENT PARTS, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO HARDWARES, HARDWARE ACCESSORIES, REPLACEMENT ITEMS, AND/OR OUT OF WARRANTY REPLACEMENT PARTS WILL NOT EXCEED THE PRICE YOU PAID FOR THE APPLICABLE ITEM. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ADDITIONAL INFORMATION

The ChargePoint entity entering into these terms and conditions with you, the address to which you should direct notices under these terms and conditions, the applicable governing law, and applicable place of jurisdiction, shall be determined according to where you are domiciled as follows:

If you are domiciled in:	ChargePoint Entity entering into these terms and conditions with you:	Notices should be addressed to:	Governing law:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

These terms and conditions, and any disputes related to these terms and conditions, will be governed by the applicable “Governing law” referenced above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of CHARGEPOINT, any disputes, actions, claims or causes of action arising out of or in connection with these terms and conditions shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CHARGEPOINT, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of these terms and conditions shall be entitled to reasonable attorneys’ fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

The applicable warranties set forth in this document are the entire and exclusive agreement between you and CHARGEPOINT with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of CHARGEPOINT.

ChargePoint Return Policy for Warranty and Out-of-Warranty Parts

The goal of ChargePoint's return policy for in-warranty and out-of-warranty parts is to make it easy and fast for you (our customer) to repair or replace your ChargePoint charging stations and accessories, while reducing our impact to the environment and your costs by encouraging the return and refurbishment of Non-Functional Items whenever possible.

This return policy applies to Non-Functional Items under Warranty, Extended Parts Warranty, and/or of Out of Warranty Replacement Parts replaced pursuant to the terms and conditions of ChargePoint's Standard Parts Warranty found at: <https://www.chargepoint.com/legal/support-services> ("**Standard Parts Warranty**"). This return policy also applies to Non-Functional Items related to your initial purchase of parts for out-of-warranty repairs. Unless otherwise defined in this return policy, defined terms used in this return policy are defined in the Standard Parts Warranty.

Advance Replacement

After you receive a Replacement Item through ChargePoint's warranty service (as described in the Standard Parts Warranty), or through the purchase of a Replacement Item for out-of-warranty repairs, ChargePoint may require, in its discretion, you to return the Non-Functional Item. If ChargePoint requires you to return the Non-Functional Item, then ChargePoint will provide to you a Return Material Authorization ("**RMA**") number for you to reference when you return the Non-Functional Item. Shipping charges, if any, will be described in the RMA instructions.

Non-Return Policy

1. Most of ChargePoint's Replacement Items, when provided by ChargePoint and accompanied by an RMA for the Non-Functional Item, come with an associated charge assessed in case the Non-Functional Item is not properly returned ("**Non-Return Fee**"). The Non-Return Fee reflects the value of the applicable Non-Functional Item, created by refurbishing it to comply with ChargePoint's specifications.
2. Non-Return Fees only apply to RMAs issued for repairs performed with labor provided by Customer, whether such labor is done by Customer or a third party authorized by Customer. If ChargePoint provides the labor for repairs, whether such labor is done by ChargePoint or a third party authorized by ChargePoint, then no Non-Return Fee will be assessed to Customer.
3. Non-Return Fees are set at 50% of then-current retail price of the Replacement Item, unless determined otherwise by ChargePoint. Non-Return Fees are only invoiced if the Non-Functional item has not been returned in full (i.e. not all parts and components have been returned), or if the Non-Functional Item was returned to ChargePoint, but ChargePoint has determined that damage, due to your improper shipment packaging as part of the RMA, to the Non-Functional Item prevents ChargePoint from refurbishing such item.
4. When you return the Non-Functional Item to ChargePoint, you are required to write the RMA number on the outside of your return package and/or in the space provided on the shipping label, and include a copy of our RMA form. If instructions that are provided with your RMA conflict with

the instructions set forth in this return policy, then please follow the instructions provided with your RMA.

5. When ChargePoint receives your Non-Functional item, ChargePoint will inspect it to verify that all parts have been returned and determine whether it can be refurbished and if not, whether the damage preventing refurbishment is due to improper packaging.
6. The Non-Return Fee is refunded in full, minus any missing or misused parts, once the returned Non-Functional Item passes inspection. ChargePoint does not invoice for the Non-Return Fee until 30 days after shipment of the Replacement Item if the Non-Functional Item is not returned, or upon failing inspection. If the Non-Functional Item is returned within 30 days after shipment of the Replacement Item and passes the inspection described in point 5 above, you will not be invoiced for the Non-Return Fee. Returned Non-Functional Items must be complete and free of damage due to improper packaging that prevents refurbishment for you not to be invoiced for the Non-Return Fee.
7. Returns of Non-Functional Items are accepted within 30 days after your purchase (this return window may be modified, from time to time, by ChargePoint), or provision under the applicable warranty, of the Replacement Item. Non-Functional Items returned must be the same as the unit specified in the RMA document, usually the same as the Replacement Item or a predecessor version.

Frequent Returned Non-Functional Item Rejection Causes

The following are the most common reasons for ChargePoint to reject returned Non-Functional Items subject to the inspection described above. Please take care when returning your Non-Functional Items:

- Missing parts;
- Part number mismatch (Non-Functional Item returned does not match part number originally purchased, specified on the RMA); and/or
- Not packaged in the manufacturer's box for the original or replacement part, or other packaging that prevents damage in transit.

TERMS AND CONDITIONS OF PURCHASE

1. Placement of Orders.

A. Purchase of Products. These Terms and Conditions of Purchase (“**Terms**”) govern the purchase of (i) ChargePoint’s hardware products, including without limitation, electric vehicle charging station(s) (“**ChargePoint Hardware**”), and/or (ii) third party-provided hardware sold by ChargePoint (“**Third Party Hardware**”) (subsections A(i) and A(ii) herein are collectively defined as “**Products**”) by you or the legal entity you represent (“**Company**”) from the applicable ChargePoint entity as defined in Section 7.G below (“**ChargePoint**”). ChargePoint and Company are collectively defined as “**Parties**,” and each are individually a “**Party**.” Company’s purchase of Products from ChargePoint shall be legally binding by a written Accepted Order specifying the quantity and model of Products to be purchased and requested delivery schedule (which, absent agreement between the Parties, shall be a date that is no less than sixty (60) days after the date of the applicable Accepted Order). Company’s purchase of Products is subject to the terms and conditions described in these Terms. In the event there are terms and conditions in the Accepted Order that conflict with these Terms, then these Terms will supersede and control in such event. Company acknowledges and agrees its purchase of Third Party Hardware may be subject to additional terms and conditions and/or different warranty coverage than the Warranty (as defined below) – see <https://www.chargepoint.com/legal/support-services> (“**Third Party Warranty Terms**”) for further details.

B. Acceptance of Purchase Orders. All purchase orders, and modifications to purchase orders, for Products are subject to acceptance or rejection by ChargePoint in its sole discretion. No purchase order shall be legally binding on ChargePoint until it is accepted in writing by ChargePoint (“**Accepted Order**”). ChargePoint agrees to use commercially reasonable efforts to notify Company of Accepted Order(s) or rejection of purchase orders within ten (10) business days after receipt thereof. Accepted Orders are non-cancelable, non-returnable, and non-refundable.

C. Refusal of Purchase Orders. ChargePoint may withhold shipments of Products to Company if Company exceeds its applicable credit limit (if any), has not provided prepayment (if applicable), is in violation of its payment obligations to ChargePoint, and/or otherwise is in material breach of these Terms.

D. Stations Require Subscription to Cloud Services. Products are designed to work with ChargePoint’s cloud-based services (“**Cloud Services**”). Company’s access to and use of Cloud Services requires its acceptance of the then-current version of ChargePoint’s Master Services and Subscription Agreement, which may be updated from time to time by ChargePoint.

2. Delivery

A. Shipping Costs; Terms. All shipment of Products, unless otherwise agreed to by the Parties in writing, shall be FCA ChargePoint’s warehouse. Notwithstanding the foregoing, certain Products, including without limitation Third Party Hardware, may ship directly from the manufacturer of such Products or from a third party as authorized by such manufacturer. In such cases, shipping shall be FCA applicable third party’s warehouse. Company is responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs

associated with the shipment of Products to Company. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Company. In no event shall ChargePoint be liable for any costs related to the delay in delivery of the Products. Company's sole remedy for any material delay in delivery of the Products is to cancel the applicable order.

B. Transfer of Title. Delivery of Products to Company shall be completed upon delivery of the Products to Company's freight forwarder. Risk of loss and damage to Products shall pass to Company upon the delivery of such Products to such freight forwarder. ChargePoint shall use commercially reasonable efforts to deliver Products ordered by Company on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of the risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.

C. Substitutions. ChargePoint shall have the right to make substitutions and modifications to Products, including without limitation, the specifications of Products to be delivered pursuant to the applicable Accepted Order; provided that, such substitutions or modifications will not materially affect the Product's form, fit, function, or safety specifications.

3. Invoicing and Payment

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Company on or after the date it ships the ordered Products; provided that, ChargePoint may condition Accepted Order(s) on such credit and/or prepayment terms that ChargePoint determines, in its sole discretion, is necessary for such Accepted Order(s), including without limitation, Company's prior payment history and/or the quantity size of the order. If there is any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective until Company has consented to such changes in writing thereto. If Company causes a delay in delivery, ChargePoint may issue its invoice at any time on or after the scheduled delivery date.

B. Payment Terms. ChargePoint will invoice Company at time of shipment of the Products. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. All non-credit shipments, or shipments in excess of Company's available credit line, if any, shall be prepaid prior to shipment.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final, and Company shall have no right of return; provided that, ChargePoint shall comply with its obligations under the Warranty (as defined below).

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable Accepted Orders are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "**Taxes**") imposed by the United States, Canada or any foreign, state or local governmental entity, country or regional authority, or instrumentality thereof on the purchase, shipment, use or sale of the Products by or to Company, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Company for the full amount of such taxes and shall include such amount

as a separate line item on the invoice(s) sent to the Company; provided that, ChargePoint's failure to so bill the Company shall not relieve Company from the obligation to pay any Tax described in this section.

E. Payment Currency. All amount payable under these Terms shall be paid in United States dollars or if Company is located in Canada, then Canadian dollars. If Company is located outside of the United States, Company agrees to take all necessary actions required, including without limitation, registration of these Terms and application for permission to make payments to ChargePoint hereunder, with the appropriate government authorities in the Company's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Company's jurisdiction, as soon as reasonably practicable after Company's acceptance of these Terms. Company shall remit payment to ChargePoint, at Company's option (i) via wire, ACH transfer, or other form of electronic payment (acceptable to ChargePoint) to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion, without advance notice. ChargePoint may, in its discretion, (i) withhold further manufacture, performance or shipment; (ii) require immediate cash payments for past and future shipments or performance; (iii) require other security satisfactory to ChargePoint before further manufacture, performance or shipment is made; and/or (iv) may, if shipment has been made, recover Products from the carrier pending receipt of such assurances.

G. Provisions Relating to Shipments in Lots. If the applicable Accepted Order requires or authorizes delivery of Products in separate lots, shipments or milestones to be separately accepted by Company, Company may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of such purchase order. Company may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these Terms, unless such right of refusal is expressly provided for on the face hereof. Company shall pay for each lot in accordance with these Terms. Products held for Company are at Company's sole risk and expense.

H. Prices do not include Freight, Etc. Except to the extent expressly stated in the applicable Accepted Order(s), ChargePoint's prices do not include any freight, storage, insurance, taxes, excises, fees, duties, or other government charges related to the goods, and Company shall pay such amounts or reimburse ChargePoint for any amounts ChargePoint pays. If Company claims a tax or other exemption or direct payment permit, it shall provide ChargePoint with a valid exemption certificate or permit and indemnify, defend, and hold ChargePoint harmless from any taxes, costs and penalties arising out of same. ChargePoint's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, Company should consult with ChargePoint's sales offices. Any increases, changes, adjustments, or surcharges (including without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these Terms, shall be for Company's account.

I. Disputes. If Company disputes any portion or all of an invoice issued by ChargePoint,

then it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of such invoice. The undisputed portion of any issued invoice shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

J. Remedies upon Payment Default. If Company breaches these Terms, then ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise and subject to any cure rights of Company, declare the entire balance of Company's account immediately due and payable or foreclose any security interest in the delivered Products. If any unpaid balance is referred for collection, Company agrees to pay ChargePoint, to the extent permitted by applicable law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, pay any court costs or expenses incurred by ChargePoint and any finance charges accrued on any unpaid balance owed by Company.

K. Suspended Shipments. ChargePoint reserves the right to suspend further shipments of Products if Company is more than thirty (30) days late in payment of an undisputed invoice. ChargePoint reserves the right to terminate any order and/or shipment of Products if Company is more than sixty (60) days late in payment of an undisputed invoice.

4. **Installation**

Unless otherwise agreed by the Parties in writing, Company shall be responsible, as between the Parties, for arranging for the installation and provisioning of the Products and any associated costs thereof. At Company's request, ChargePoint may provide the names and contact information of one or more installers of Products; provided that, in providing such information ChargePoint makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING BETWEEN THE PARTIES, CHARGEPOINT IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION AND/OR PROVISIONING SERVICES OF THE PRODUCTS OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.

Certain Products may require an onsite review and confirmation that the installation of Company's purchased Product(s) meet all ChargePoint specifications ("**Commissioning**"). Company's purchase of Commissioning is subject to and governed by the terms and conditions for Commissioning, which may be found at <https://www.chargepoint.com/legal/deployment-consulting-services>.

5. **Warranties/Limitation of Liability**

A. Warranty. ChargePoint Hardware is covered by the terms and conditions of ChargePoint's Standard Parts Warranty ("**Warranty**") and Third Party Hardware is covered by the terms and conditions of Third Party Warranty Terms, both may be found at <https://www.chargepoint.com/legal/support-services>. The applicable terms and conditions of the Warranty and Third Party Warranty Terms are hereby incorporated by reference into these Terms. Unless otherwise agreed by the Parties in writing, Third Party Hardware is covered by the terms and conditions of the warranty of the manufacturer of the applicable Third Party

Hardware, as described in the Third Party Warranty Terms.

B. Post-Warranty Maintenance. Company acknowledges and agrees that to obtain Warranty-related and/or other maintenance services for ChargePoint Hardware after the expiration of the Warranty-related coverage for purchased ChargePoint Hardware, Company must purchase extended warranties and/or maintenance agreements 180 days prior to the expiration of the initial Warranty from either directly from ChargePoint or an authorized ChargePoint reseller or distributor. If the initial Warranty has expired more than 180 days, then Company will need to contact ChargePoint for eligibility requirements to purchase extended warranties and/or maintenance agreements for ChargePoint Hardware.

C. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, NEITHER CHARGEPOINT NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CHARGEPOINT AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS BY THE PRODUCTS, OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARGEPOINT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS.

D. Limitation of Liability.

i. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CHARGEPOINT OR ITS SUPPLIERS BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. COMPANY'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT CHARGEPOINT'S OPTION, REPAIR OR REPLACEMENT OF THOSE PRODUCTS TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY CHARGEPOINT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING PRODUCTS.

E. Warranty Exclusions. Warranty and Third Party Warranty Terms are subject to certain exclusions as more fully described in the respective documents. COMPANY HAS BEEN INFORMED AND UNDERSTANDS THAT, IN THE EVENT ANY SUCH EXCLUSION BECOMES APPLICABLE, ALL APPLICABLE REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TERMS SHALL IMMEDIATELY BECOME NULL AND VOID.

F. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 5 ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES COMPANY MAY HAVE AGAINST CHARGEPOINT WITH RESPECT TO NONCONFORMANCE OF THE PRODUCTS.

6. Intellectual Property

A. Restrictions on Use. Company shall not: (i) create derivative works based on the Products, (ii) copy, frame or mirror any part or content of the Products, (iii) reverse engineer any Products, and/or (iv) access or use the Products for any improper purpose whatsoever, including without limitation, to (1) build a competitive product or service, and/or (2) copy any features, functions, interface, graphics or “look and feel” of the Products.

B. Ownership of Intellectual Property. As between the Parties, all right, title and interest in and to any intellectual property related in any way to the ChargePoint Hardware is, and shall remain, the exclusive property of ChargePoint. For these purposes, the term “intellectual property” shall mean, all of a Party’s patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

7. General

A. Attorneys’ Fees. If any action at law or in equity is necessary to enforce these Terms, the prevailing Party shall be entitled to reasonable attorneys’ fees, costs, and expenses in addition to any other relief to which the prevailing Party is otherwise entitled.

B. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such Party.

C. Waiver. The failure of either Party to require performance by the other Party of any provision hereof shall not affect such Party’s full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

D. Severability. If any provision of these Terms shall become unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

E. Assignment. The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their successors, executors or administrators; provided however, that neither ChargePoint nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other Party in its reasonable discretion; provided however, that Company and

ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, “**Acquisition Transactions**”). Notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of ChargePoint without ChargePoint’s prior written consent, which shall be subject to its sole discretion. Any attempted assignment in violation of this provision shall be void.

F. Notices. Any notice, request, demand or other communication by these Terms required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other Party or delivered to the address for each Party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the Parties.

G. Governing Law, Jurisdiction and Dispute Resolution. The ChargePoint entity entering into these Terms with the Company, the address to which Company should direct notices under these Terms, the applicable governing law, and applicable place of jurisdiction, shall be determined according to where Company is domiciled as follows:

If Company is domiciled in:	ChargePoint Entity entering into these Terms with Company:	Notices should be addressed to:	Governing law:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

These Terms, and any disputes related to these Terms, will be governed by the applicable “Governing law” referenced above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Company’s violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with these Terms shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience

in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the Parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing Party in any dispute arising out of these Terms shall be entitled to reasonable attorneys' fees and costs.

Notwithstanding the foregoing, each Party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

H. Entire Agreement. These Terms and the attachments hereto (if any) constitute the entire agreement between the Parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each Party.

I. English Language Governs. Where ChargePoint has provided Company with a translation of the English language version of these Terms, Company agrees that such translation is provided for its convenience only and that the English language version of these Terms governs Company's relationship with ChargePoint. If there is any conflict between the applicable translation and the English language version of these Terms, it is the express wish of the Parties these Terms and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des Parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

Installation, Commissioning, and Activation: Scope and Terms

Installation, Commissioning, and Activation are Services provided by ChargePoint to address the needs of our customers in the following ways:

Description of Services.

Installation. Once Site Preparation (as defined below) is completed by a customer who purchases (a) ChargePoint-manufactured electric vehicle charging station(s) or hardware and/or (b) third party-provided hardware sold by ChargePoint (subsections (a) and (b) are collectively defined as “**Products**”), a ChargePoint Operations and Maintenance partner (“**O&M Partner**”) will mount the Products on its anchor hardware or concrete pedestal and terminate the wires (“**Installation**”). See the “Key Tasks and Requirements” section below for further details and requirements for Installation.

Commissioning. After the Products are anchored and wires are terminated, a ChargePoint, or a third party authorized by ChargePoint to undertake Commissioning (“**Authorized Commissioning Partner**”), will perform various assessments, including without limitation, energize the charging hardware, complete any required configuration and pinpointing steps, and validate the Product was installed in accordance with ChargePoint’s specifications (“**Commissioning**”). Customer is required to purchase Commissioning from ChargePoint with its purchase of any ChargePoint-manufactured DC charging hardware. Commissioning may also be required for third party-manufactured DC charging stations – please inquire with ChargePoint for the latest requirements. See the “Key Tasks and Requirements” section below for further details and requirements for Installation.

Activation. ChargePoint will assist the customer with the onboarding, configuration, and activation of customer’s entitlements, including without limitation, entitlements to ChargePoint’s cloud management platform (“**ChargePoint Cloud Platform**”) in connection with the Products (“**Activation**”). See the “Key Tasks and Requirements” section below for further details and requirements for Activation, including ChargePoint’s onboarding guide at <https://chargepoint.ent.box.com/v/gettingstarted> for a detailed overview of the process for Activation.

Key Tasks and Requirements.

Please review the table below for a summary of the key tasks and requirements for the Services described above. All the Services described are subject to the ChargePoint Deployment and Consulting Terms and Conditions, as amended from time to time by ChargePoint, found at <https://www.chargepoint.com/legal/deployment-consulting-services>. Any capitalized term not otherwise defined in this Scope and Terms document are defined in the Deployment and Consulting Services Terms and Conditions.

Task		Activity
0	Service Prerequisites	Customer, or a third-party contractor separately procured by customer, must complete the “Service Prerequisites” listed under the Additional Terms and Conditions section below. In addition, customer is required to complete and/or submit all required documentation described in the ChargePoint’s “welcome email,” which initiates the activation and onboarding process for customer’s purchased Product to connect and interoperate with ChargePoint’s Cloud Platform (“ Welcome Email ”).
Installation		
1	Scheduling	ChargePoint will assign an O&M Partner to customer’s work order, and O&M Partner will reach out to customer to schedule a date to perform the Installation.
2	Safety Protocol	Once on-site at customer’s proposed site for Installation, O&M Partner will apply lock out/tag out (LOTO) to ensure Installation can be done in accordance with applicable safety requirements, site requirements, ChargePoint’s Health and Safety Policy, a copy of which may be requested from ChargePoint.
3	Electrical Assessment	O&M Partner will assess, measure, and verify the following in accordance with the Site Design Guide and Installation Guide (as both are defined below): <ul style="list-style-type: none"> • Protection devices (e.g. disconnects, breakers, fuses) • AC and DC Conductors (size, type, rating) • Breaker panels • Transformer configurations (Wye – secondary, input voltage) • Communication cables (e.g. routing, termination, pinout)
4	Civil Work Assessment	O&M Partner will assess, measure, and verify the following in accordance with the Site Design Guide: <ul style="list-style-type: none"> • ADA compliance to the extent specified in the Site Design Guide • Concrete pad, anchor bolts, and conduits comply with required specifications • Wiring, circuit protection, and metering are in place

5	Mechanical Stand Up	O&M Partner will mount the Product on the anchor hardware, terminate wiring, and if the Product is paired then terminate the AC and DC conductors and install the communication cable.
6	Cellular Signal	O&M Partner will check the cellular signal strength and quality comply with specifications described at https://chargepoint.ent.box.com/v/misc-tn1416-enus .
7	Charging Station Energization and Configuration	<p>For AC charging stations, O&M Partner will remove the lock out/tag out (LOTO), energize the charging station, complete hardware power configuration (and pairing if applicable), and apply any firmware updates.</p> <p>For DC charging stations, please refer to the Commissioning portion of the “Key Tasks and Requirements” table.</p>
8	Pinpointing	<p>For AC charging stations, O&M Partner will associate the Product with specific coordinates (latitude and longitude) so it can be found on ChargePoint’s charging network map.</p> <p>For DC charging stations, please refer to the Commissioning portion of the “Key Tasks and Requirements” table.</p>
9	Completion	<p>O&M Partner will then assess the Products for:</p> <ul style="list-style-type: none"> • Integrity of subsystems and components • Cleanliness • Cabling and harnesses • Proper terminations • Hardware integrity and damage • Proper application of labels • Displays <p>If the applicable Product fails to pass the above-described assessment, then ChargePoint will inform customer of the issue(s) identified in such assessment and pause the Installation until customer remediates the issues to the satisfaction of ChargePoint. As between the parties, it is the sole responsibility of customer to address and fix the issues identified in the above-described assessment.</p> <p>Once the applicable Product passes the above-described assessment to the satisfaction of ChargePoint, O&M Partner will call ChargePoint to report the completion of such assessment.</p>
Commissioning		
1	Scheduling	Customer must comply with the “Scheduling of Commissioning” requirements listed under the Additional Terms and Conditions section below.

2	De-Energization	Once on-site at the customer’s proposed site for Commissioning, ChargePoint’s Authorized Commissioning Partner will apply lock out/tag out (LOTO) in adherence with customer-specific site requirements, as specified by customer during the scheduling for Commissioning, and ChargePoint’s Health and Safety Policy (a copy of which may be requested from ChargePoint), and other requirements ChargePoint deems necessary, in its sole discretion, relating to de-energizing the applicable Product.
3	Site Assessment	ChargePoint’s Authorized Commissioning Partner will assess the following in accordance with the Site Design Guide and Installation Guide: <ul style="list-style-type: none"> • ADA Compliance to the extent specified in the Site Design Guide • Cellular repeater configuration (make, model, line of sight) • Hardware protection (bollards, wheel stops)
4	Civil/Environmental Assessment	ChargePoint’s Authorized Commissioning Partner will assess the following in accordance with the Site Design Guide and Installation Guide: <ul style="list-style-type: none"> • Product installation (concrete pad dimensions, slopes, water entrapment) • Conduit runs • Product serviceability (clearance, slopes, ventilation)
5	Mechanical Assessment	ChargePoint’s Authorized Commissioning Partner will assess the following in accordance with the Installation Guide: <ul style="list-style-type: none"> • Product torquing (electrical cables, mounting, anchoring hardware, surface conduit entry kits, markings/labeling) • Product leveling
6	Electrical Assessment	ChargePoint’s Authorized Commissioning Partner will assess, measure, and verify the following in accordance with the Installation Guide: <ul style="list-style-type: none"> • Protection devices • AC and DC Conductors (size, type, rating, bend radius, clearance, termination) • Transformer configurations (Wye – secondary, input voltage) • Grounding impedance • Communication cables (routing, termination, pinout) • Labeling
7	Product Assessment	ChargePoint’s Authorized Commissioning Partner will assess the following for the Product in accordance with the Installation Guide: <ul style="list-style-type: none"> • Integrity of subsystems and components • Cleanliness

		<ul style="list-style-type: none"> • Cabling and harnesses • Proper terminations • Hardware integrity and damage • Proper application of labels • Displays
8	Cellular Signal	ChargePoint’s Authorized Commissioning Partner will check the cellular signal strength and quality comply with specifications described at https://chargepoint.ent.box.com/v/misc-tn1416-enus .
9	Product Energization and Configuration	<p>If any of the described assessments for Commissioning (as described in this table) identify critical non-conformities, then ChargePoint will inform customer of the issue(s) identified in the applicable assessment and pause the Commissioning until customer remediates the issues to the satisfaction of ChargePoint. As between the parties, it is the sole responsibility of customer to address and fix the issues identified in the previously described assessments. Critical non-conformities include, without limitation, flaws in Site Preparation and/or installation work that pose a safety risk, as determined by ChargePoint.</p> <p>If there are no critical non-conformities with the described assessments for Commissioning (as described in this table), then ChargePoint’s Authorized Commissioning Partner will remove the lock out/tag out (LOTO), to energize the Product, complete hardware power configuration (and pairing if applicable), and apply any firmware updates; provided that, customer also complies with the Additional Terms and Conditions section below.</p>
10	Pinpointing	ChargePoint’s Authorized Commissioning Partner will associate the Product with specific coordinates (latitude and longitude) so it can be found on ChargePoint’s charging network map.
11	Completion	<p>ChargePoint’s Authorized Commissioning Partner will submit the completed Commissioning-related forms to ChargePoint for ChargePoint’s review of such forms for accuracy, completeness, and description of any critical and non-critical non-conformities.</p> <p>ChargePoint may, upon written request by customer, provide a Commissioning-related punch list report after the successful completion of Commissioning.</p>
Activation		
1	Customer Onboarding	Once the Product is installed, or in the case a DC charging station has been successfully completed Commissioning, ChargePoint will verify whether customer completed the “Service Prerequisites” described in the Additional Terms and Conditions below.

2	Configuration	ChargePoint will (a) configure customer’s access to the ChargePoint Cloud Platform in accordance with the Station Activation & Configuration Form (provided with Welcome Email), which reflects the configuration setting (e.g. RFID reader) that ChargePoint sets up for each Product use by drivers; (b) apply access and pricing policies to customer’s organizations created on the ChargePoint Cloud Platform, and (c) add customer’s initial set of Product to the ChargePoint Cloud Network.
3	Provisioning	ChargePoint will review cloud and warranty entitlements associated with the customer’s organizations on ChargePoint’s Cloud Platform and apply them to the applicable Products.

Additional Terms and Conditions.

- **Site Preparation.** Customer, or the third party contractor customer separately hires to perform the Site Preparation, are responsible for the compliance of the site design, construction and/or installation work with ChargePoint’s Site Design Guide(s) and/or Installation Guide(s), for the Product (“**Site Preparation**”). For clarity, customer is not responsible for the installation of the Product portion of Site Preparation if customer purchases Installation from ChargePoint. In connection with Site Preparation, each customer is responsible, for the following:

 1. Site design in accordance with ChargePoint’ site design guide(s), which can be found at <https://www.chargepoint.com/products/guides/> (“**Site Design Guide(s)**”);
 2. Product installation in accordance with ChargePoint’s installation guide(s), which can be found through ChargePoint University (“**Installation Guide(s)**”); and
 3. Any costs associated with delays or cost overruns for correcting any non-conformities with the applicable Site Preparation, as identified by ChargePoint’s Authorized Commissioning Partner.

- **Service Prerequisites.** Customer is required to complete the following before any of the Services described above may be scheduled and/or completed by ChargePoint:

 1. **Network Manager Account.** Create a Network Manager Account on ChargePoint Cloud Platform.
 2. **MSSA.** Accept ChargePoint’s Master Services and Subscription Agreement (“**MSSA**”), displayed during the Network Manager Account creation process.
 3. **Activation Form.** Complete the Station Activation and Configuration Form (SAF) provided via Welcome Email.
 4. **Construction Signoff Form.** If customer purchases Installation, then customer must complete the Construction Signoff Form, including without limitation providing any requested site photos, in response to the Welcome Email. The purpose of the Construction Signoff Form is to allow ChargePoint to confirm that the site complies with the specifications for Site Design and Installation Guide, including without limitation,

verifying mechanical, electrical, and civil/environmental compliance, prior to sending an O&M Partner to the site.

5. **Insulation Testing Report.** If customer purchases Commissioning, then an insulation testing report (subject to availability from customer) will be provided for all AC and DC cables between the balance of plant, stations, and equipment installed in between the Product.
 6. **Contractor Availability.** If customer purchases Commissioning, then customer must confirm that its contractor, selected by customer to install the applicable Product, is scheduled to be on site during the scheduled visit for Commissioning.
 7. **Scheduling of Commissioning.** Customer is responsible for scheduling Commissioning with ChargePoint using the Commissioning request form provided by ChargePoint. The Commissioning request form is provided at the same time as the Welcome Email. Note the current requirements for scheduling: (1) a minimum two-week notice is required for scheduling; (2) a 72-hour notice is required for rescheduling the applicable Commissioning appointment; and (3) a rescheduling fee may be assessed to customer for any rescheduling or cancellations outside of the 72-hour notice requirement.
- **Relocation of DC Charging Hardware.** If customer relocates DC charging hardware after Commissioning has been completed, then such relocation will require the DC charging hardware to be Commissioned again. Please review Commissioning requirements above.
 - **Relocation of Products.** If customer relocates any Product after Activation has been completed, then such relocation will require the Product to undergo Activation again. Please review Activation requirements above.
 - **Voiding Services.** Customer's failure to meet their responsibilities described in this document may release ChargePoint from any obligations to perform and complete the applicable Services (i.e. Installation, Commissioning or Activations). ChargePoint is not responsible or liable for the reliability and/or safe operation of DC charging stations that have not undergone Commissioning.
 - **Remediation and Additional Fees.** If customer fails to meet any of its obligations for the Services described in this document, including without limitation, remediating any identified non-conformities, failure to pass the applicable assessments, and/or failure to complete any necessary preparation work for Installation and/or Commissioning, then customer acknowledges and agrees (1) ChargePoint is released from any further obligations to perform or complete the Service(s) purchased by customer; (2) ChargePoint is not responsible or liable for the reliability or operation of the Product in question; and (3) ChargePoint is not obligated to perform any Activation for customer. Customer may be required to pay additional fees for (a) re-scheduling of Installation and/or Commissioning; and/or (b) re-Commissioning of DC charging hardware.

Managed Electrification Scope & Terms

Managed Electrification is a portfolio of best-in-class professional services specifically designed to ease the transition to electric mobility. From route planning and energy modeling to design, contractor procurement, and construction project management, we work with you to make informed charging decisions for every step of your EV charging project (the "Project").

Our in-house experts create a customized solution designed for your charging infrastructure needs – whether you need standalone expertise or full management. From design to deployment, we've got you covered. The following professional services are available:

Phase	Service
Design	Fleet & Energy Route Modeling
	Desktop Assessment
	Site Layout
	On-Site Technical Assessment
	Pre-Engineering Design
	Utility Application Support
Selection	Budget Estimate
	Contractor Procurement
Deployment	Engineering Design Review
	Construction Project Management

The "Deliverable" for each professional service is defined in the "Detailed Scope of Work" for that service. ChargePoint shall be free to provide material similar to the Deliverable to third parties whose needs may be similar to customer's requirements. Each party's use of the Deliverables shall be in compliance with its confidentiality obligations to the other party.

The table below describes the details the scope of work, deliverables, timeline, and customer responsibilities for each professional service in the Managed Electrification portfolio. All ChargePoint Managed Electrification professional services are subject to the ChargePoint Deployment and Consulting Services Terms and Conditions, as amended from time to time by ChargePoint, found at <https://www.chargepoint.com/legal/deployment-consulting-services..>

Service	Scope & Terms
Design	
Fleet & Energy Route Modeling	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Fleet logistics analysis service, identify energy requirements to model and optimize charging infrastructure. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Fleet Charging Needs Assessment: Determine energy requirements based on the customer-provided fleet logistical data, accounting for buffer to support future growth. ○ Energy-optimized Charging Hardware: Propose optimized charging hardware selection and design, accounting for utility service upgrade cost and timeline, as well as weighing capital cost vs. ability to delay charging to optimize utility costs. ○ Utility Cost Modeling and Optimization: Recommend the best utility tariff for the chargers and summarize overall charging costs to support the fleet. ○ Consultation: 1h virtual consultation after completion of assessments, modeling and optimization if requested by customer. • Deliverable: document detailing out fleet and energy route modeling results, including summary of energy requirements, proposed optimized charging hardware, recommended utility rates and summary of overall costs. • Timeline: Time to completion can take 3-4 weeks and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once Deliverable is provided to the customer.
	Specific Terms & Conditions
	<ul style="list-style-type: none"> • Customer Responsibilities: Provide current energy assessments, route data, vehicle data, battery data, 12 months of electric bills and 1 year of 15-minute interval data for the site, and any CO₂ abatement or corporate goals.
Desktop Assessment	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Initial remote consultation to assess charging needs and electrical infrastructure to support development of a Site Layout. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Initial consultation: Schedule call with client to understand site objectives, use case and other considerations. ○ Charging Needs Assessment: Size energy requirements and propose charger quantity and type, based on vehicle type/quantity/routes, vehicle consumption average and other data provided by the customer, as applicable. ○ Electrical Infrastructure Assessment: based on charging needs assessment, size high-level electrical requirements and comparison to current utility service to determine any service upgrade needs. ○ Final Consultation: 1h virtual consultation after completion of assessment, if requested by customer. • Deliverable: document summarizing proposed charging and electrical infrastructure needs. • Timeline: Time to completion can take 2-3 weeks and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once Final Consultation is complete.
	Specific Terms & Conditions

	<ul style="list-style-type: none"> • Customer Responsibilities: Provide preferred charging equipment locations, satellite maps (if outdoor) or floorplans (if indoor) including locations of electrical panels, traffic flow/on-site logistics/potential obstructions if applicable, single point of contact to interface with ChargePoint’s designer, facility electrical drawings (including single line diagrams for each power feed to the facility – utility and other generators), 12 months of electric bills and 1 year of 15-minute interval data for the site.
Site Layout	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Development of Site Layout and address any customer questions regarding install guide/site design guide. Layout includes charger and ancillary equipment locations, as well as charging station electrical needs. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Design: Develop high-level site layout including locations and electrical ratings for chargers and existing ancillary equipment potentially interfacing with the chargers (e.g., generators), utility service location and point of interconnection (the “Site Layout”). Based on information provided during a desktop assessment and/or on-site technical assessment. ○ Consultation: 1h virtual consultation after completion of i the Site Layout, if requested by customer. • Deliverable: document with top-down view of the site including locations and electrical ratings for chargers and existing ancillary equipment potentially interfacing with the chargers (e.g., generators), utility service location and point of interconnection. • Timeline: Time to completion can take 2-3 weeks and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once Deliverable is provided to the customer.
	Specific Terms & Conditions
On-Site Technical Assessment	<ul style="list-style-type: none"> • Customer Responsibilities: Purchase of Desktop Assessment service from ChargePoint.
	Detailed Scope of Work <ul style="list-style-type: none"> • Summary: On-site assessment of electrical and civil infrastructure to support the development of a Pre-Engineering Design. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Site Due Diligence: Conduct pre-assessment briefing to align on goals with stakeholders at each site. Determine applicable ADA requirements. Contact local AHJ to verify permit requirements, submittal details, review timelines and fees. Assessment of on-site electrical equipment including switchgears, utility service and point of interconnection. ○ Map of Site Conditions: Draft a map of site conditions including ADA and AHJ requirements, location of switchgear, utility service, interconnections, and transformers. ○ Topographical map: Topographical heat map and slope readings of parking areas surrounding desired charging equipment locations. • Deliverable: document summarizing site due diligence, map of site conditions including details in Scope of Work above, and Topographical map. Only included if site conditions are not constrained by the physical environment limitations such as (heights, interior or exterior walls, ceilings, low clearances, obstacles, local rules or regulations, etc.), the locations must allow for a safe, non-restricted aerial survey assessment to be completed. • Timeline: Time to completion can take 3-4 weeks and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once the Deliverable is provided to the customer.
	Specific Terms & Conditions

	<ul style="list-style-type: none"> • Customer Responsibilities: Provide point of contact that can be available onsite to support ChargePoint with due diligence. Designate all desired charging equipment locations.
Pre-Engineering Design	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Development of pre-engineering design package including CAD layout and electrical single-line diagram. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Initial Consultation: Schedule call with client to confirm customer preference for location of EV chargers based on findings from On-Site Technical Assessment. ○ Design: Prepare CAD layout and electrical single-line diagram. ○ Final Consultation: 1h virtual consultation after initial completion of the designs, if requested by customer. ○ Documentation: Provide charging equipment documentation including install and site design guides. • Deliverable: CAD layout, electrical single-line diagram and charging equipment documentation including install and site design guides. • Timeline: Time to completion can take 4 weeks and can start once customer completes the Customer Responsibilities. Work is considered complete once the Deliverable is provided to the customer.
	Specific Terms & Conditions
Utility Application Support	<ul style="list-style-type: none"> • Customer Responsibilities: Purchase of Desktop Assessment and On-Site Technical Assessment services from ChargePoint.
	Detailed Scope of Work <ul style="list-style-type: none"> • Summary: Engagement with utility provider to consult on customer requirements to enable customer or contractor to complete/submit utility application. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Due Diligence: Determine whether the existing service is sufficient, or a new service is required, by comparing the Site Layout with the facility electrical drawings and photos of electrical panels. ○ New Service Support: If a new service is required, engage the utility to determine availability of electrical capacity, correct service voltage, potential lead times for utility design and new service construction, estimated fees (if applicable), and contractor responsibilities. ○ Utility Application: Assist the customer or contractor in completing the utility application. • Deliverable: document detailing out results of utility due diligence, including new service details noted in the Scope of Work above. • Timeline: Time to completion can take 2 weeks, excluding time waiting for the utility, and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once Deliverable is provided to the customer. Specific Terms & Conditions

	<ul style="list-style-type: none"> • Customer Responsibilities: Purchase of Site Layout service from ChargePoint. Provide utility bill, facility electrical drawings (including single line diagrams for each power feed to the facility – utility and other generators), and up to date photos of electrical panels, authorization for ChargePoint to coordinate with the Utility, as needed. Customer solely is responsible for submitting the Utility Application.
Selection & Deployment	
Budget Estimate	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Preparation of rough order of magnitude ('ROM') estimate for high-level economic qualification of a site. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Prepare rough order of magnitude ('ROM') costs based on historical benchmark data, subject to change until final numbers are quoted by a Contractor. • Deliverable: Excel and PDF budget estimate for the site., • Timeline: Time to completion can take 4 weeks and can start once the customer provides required documentation under Customer Responsibilities. Work is considered complete once the Deliverable is provided to the customer.
	Specific Terms & Conditions
	<ul style="list-style-type: none"> • Customer Responsibilities: Purchase of Pre-Engineering Design service from ChargePoint, specify any unique customer requirements (e.g., prevailing wage, buy America requirements, union labor requirements etc.
Contractor Procurement	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Competitive sourcing of engineering, procurement, and construction (EPC) services for the EV charging project. Includes bid package development, qualification, award, and support with EPC contract negotiations. Priced per Site. • Scope of Work <ul style="list-style-type: none"> ○ Bid Package Development: Create standardized bid package including site design requirements, equipment specifications and timelines. Invite qualified contractors to bid process. ○ Award: Evaluate and compare bids from contractors. ○ Pricing & Scope Negotiation: Assist customer with their pricing and scope negotiations for the final contract with the contractor. • Deliverable: Creation of a standardized bid package, detailed bid comparison, and recommendation of a contractor. • Timeline: Time to completion can take 4 weeks and can start once customer provides required documentation under Customer Responsibilities. Work is considered complete once the Deliverable is provided to the customer.
	Specific Terms & Conditions
	<ul style="list-style-type: none"> • Customer Responsibilities: Dedicated point of contact to support with the drafting of the bid package and qualifying/selection of the final contractor. Contact information for any preferred contractors. Specify any unique customer requirements (e.g., prevailing wage, buy America requirements, union labor requirements etc.). Purchase of Pre-Engineering Design service from ChargePoint.
Engineering Design Review	Detailed Scope of Work
	<ul style="list-style-type: none"> • Summary: Review of drawing sets prepared by professional engineer contracted by customer to ensure compliance with ChargePoint stations for optimal make ready. Priced per site.

	<ul style="list-style-type: none"> • Scope of Work <ul style="list-style-type: none"> ○ Review: Review of engineering designs prepared by professional engineer contracted by customer; Comparison to ChargePoint specifications; Provide 1x markup of engineering designs and/or summary report of required changes and rationale. Additional markups may be provided as agreed by customer and ChargePoint in writing. ○ Consultation: 1h virtual consultation after completion of markups and/or summary if requested by customer • Deliverable: CD90 or equivalent permissible plan-set markup and/or support report • Timeline: Time to completion can take 2 weeks and can start once customer provides required documentation under Customer Responsibilities. Work deemed complete once markup and/or summary report is provided.
	<p>Specific Terms & Conditions</p>
	<ul style="list-style-type: none"> • Customer Responsibilities: provide CD90 or equivalent permissible plan-set, contact information for original drafter.
<p>Construction Project Management</p>	<p>Detailed Scope of Work</p> <ul style="list-style-type: none"> • Summary: Consultative construction project management service, where ChargePoint operates as an owner’s representative and technical resource to drive the project to completion, managing all aspects including schedule, budget, and stakeholders, for a specific site. Priced per site. • Scope of Work <ul style="list-style-type: none"> ○ Project Coordination: Manage construction kick-off meeting; Regularly scheduled coordination meetings with contractor and customer based on agreed-on cadence; Maintain running punch list of outstanding construction actions; Manage and track schedules; Manage issues which may impact the schedule or the budget; Track project costs; Analyze and make recommendations on contractor change orders ○ Construction Management: Coordinate with customer’s contractor on procurement of long lead time equipment (switchgear, transformers, EVSE, etc.); Permitting Coordination with contractor; Virtual inspections with contractor/customer-supplied images; On-site rough inspection visit before trench backfill and wiring, if needed; Manage logistics of CP hardware delivery; Coordinate with contractor to schedule utility upgrades and energization; Project management installation and commissioning of ChargePoint charging stations; Work with contractor to ensure final punch list is completed; Coordination of close-out and customer handover • Timeline: Can start customer provides required documentation under Customer Responsibilities. Time to completion is variable based on project requirements, utility capacity, and equipment availability. Work is considered complete once EV charging site is fully commissioned, activated and operational with close out of contractor’s punch-list
	<p>Specific Terms & Conditions</p>
	<ul style="list-style-type: none"> • Customer Responsibilities: provide signed agreement with contractor, final engineering designs and site license (if applicable); assist in coordination with contractor including escalations; manage all payment activities with the contractor; facility access for on-site visits and inspections; identify a point of contact to interface with ChargePoint on an ongoing basis

The following terms apply to the use of each Deliverable:

Customer may use each Deliverable for Customer's own business purposes relating to the site.

Customer shall not (i) provide, or provide access to, a Deliverable to any third party that supplies EV charging stations, operates a network of EV charging stations, or provides cloud services for EV charging stations, or (ii) use the Deliverable in connection with the installation or operation of EV charging stations that are not registered and activated on ChargePoint's network of EV charging stations and operated using ChargePoint's cloud services for EV charging stations.

EXHIBIT B

CITY RESPONSIBILITIES

EXHIBIT C

TERMS OF PAYMENT

1. The Vendor's compensation shall not exceed \$_____.
2. The Vendor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
3. The Vendor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Vendor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to MVU at mvuinvoices@moval.org or calls directed to (951) 413-3500.
4. The Vendor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
9. Non-Performance Damages/Penalties. The Vendor have agreed to non-performance damages/penalties with respect to Vendor's failure to complete the Work within the Agreement Time intervals and/or frequencies as set forth in this agreement and/or in the Scope of Work, or as directed by the City. For each of the categories set forth hereinabove, **the penal sum of 1% of the total Agreement amount per working day will be assessed for each working day the deficiencies remain uncorrected.** If non-performance damages/penalties are to be assessed, the Vendor will be notified immediately by written email, facsimile transmission, letter, or by telephone. The Vendor will not be assessed non-performance damage/penalties for delays caused by the City or are deemed outside the Vendor's control by the City.

Vendor and City acknowledge and agree that the amount of such non-performance damages/penalties are impossible to ascertain as of the date of execution hereof and have agreed to such non-performance damages/penalties to fix the City's damages and to avoid later disputes. It is understood and agreed by Vendor that non-performance damages/penalties payable pursuant to this Agreement and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct non-performance damages/penalties against progress payments or retainage and that the City will issue a Change Order and reduce the Agreement Price accordingly. In the event the remaining unpaid Agreement Price is insufficient to cover the full amount of non-performance damages/penalties, Vendor shall pay the difference to the City.

City may at any time deduct non-performance damages/penalties as are payable hereunder from money due or to become due to Vendor, or pursue any other legal remedy to collect such non-performance damages/penalties from Vendor and/or its Insurance, Surety, etc.. Neither the City's failure or delay in deducting non-performing damages/penalties from payments otherwise due Vendor, nor City's failure or delay in

notifying Vendor of the accrual of non-performance damages/penalties, shall be deemed a waiver of City's right to non-performance damages/penalties.

City's rights under this Section shall not be interpreted as precluding or limiting:

- 1) any right or remedy of City arising from an event of Vendor default other than a failure to complete the Work within the Agreement Time; or
- 2) City's right to order an acceleration, at Vendor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue non-performance damages/penalties.

The availability of non-performance damages/penalties shall not limit City's right to terminate the Vendor's performance and accrual and/or assessment of non-performance damages/penalties does not constitute a waiver of such rights.

The non-performance damages/penalties specified in this Section shall override any liability limitations or disclaimers in the MSSA, including any caps on consequential or indirect damages.

EXHIBIT D

GOODS TO BE PURCHASED



Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Case Hyatt
E-Mail: case.hyatt@chargepoint.com
Telephone:

Quote Number: Q-445348-2
Date: 1/3/2025
Expires On: 3/1/2025
Approved Payment Term: Net 30

Primary Contact: Jason Niccoli

Bill To Address

City of Moreno Valley
14177 Frederick St
Moreno Valley California 92553-9036
United States

Ship To Address

City of Moreno Valley
14177 Frederick St
Moreno Valley California 92553-9036
United States

Product Name	Product Description	Qty	Total Price
Express 250 Bundle (Shipping before Dec 2nd ONLY)	This Express CPE250 bundle contains the 250, service plans, and assure maintenance plans.	1	USD 0.00
CPE250C-625-CCS1-200A-CHD	ChargePoint Express 250 Station, NA, DC Station, 62.5 kW, 2x Power Module, 1x CCS1 200A cable, 1x CHAdeMO 140A cable, ChargePoint Signage, 254mm (10") Touch Display, Contactless credit card and RFID reader, Cellular/Wifi, UL Listed, 2 year Parts Warranty	1	USD 29,062.50
CPE250-TOOLKIT-F	CPE250 Tool Kit	1	USD 0.00
DC-UNIVERSAL-CMT-METRIC	Required metal bracket to align conduits and mounting bolts for DC power delivery products when cable entrance is from below. This bracket is to be installed into the foundation before the concrete pad is poured. Metric Units. Required for CPE250, CPE280 and Power Link series.	1	USD 0.00
CPCLD-COMMERCIAL-DC-5	5yr Prepaid, DC, Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	1	USD 3,915.00

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ChargePoint CONFIDENTIAL

Product Name	Product Description	Qty	Total Price
CPSUPPORT-ACTIVE	ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and reliable deployment experience. Priced per station.	1	USD 349.00
CPE250-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	1	USD 13,650.00
CPE250-COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.	1	USD 1,230.00
CT4000 Bundle	This bundle contains all stations, service plans, site validations, and assure maintenance plans.	1	USD 0.00
CT4011-GW1	Single Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	5	USD 21,292.50
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	5	USD 475.00
CPCLD-COMMERCIAL-5	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	5	USD 8,200.00
CPSUPPORT-ACTIVE	ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and reliable deployment experience. Priced per station.	5	USD 1,745.00



Product Name	Product Description	Qty	Total Price
CT4000-ASSURE5	5 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	5	USD 12,000.00

Quote Total:	USD 91,919.00
Discount:	USD 5,945.00
Estimated Tax:	USD 6,448.00
Shipping Fee:	USD 1,500.00
Grand Total:	USD 99,867.00

Quote Acceptance

- + Invoices are due and payable as per agreed payment terms.
 - + Each Assure and Cloud Plan subscription will commence ninety (90) days from invoice date.
 - + Customer to be invoiced at time of shipment.
 - + All prices are FCA ChargePoint warehouse(s).
 - + Sales tax in applicable states and shipping costs will be applied at time of invoicing.
 - + Pricing does not include installation or mounting services unless specifically quoted above.
 - + Customer confirms that the shipping and billing information provided in this Quotation is accurate for ChargePoint's shipping and invoicing purposes.
 - + The following ChargePoint terms and conditions are incorporated in this Quotation by reference in their entirety: (i) ChargePoint Master Services and Subscription Agreement found at [ChargePoint Master Services and Subscription Agreement | ChargePoint](#) ; (ii) ChargePoint Terms and Conditions of Purchase found at [ChargePoint Terms and Conditions | ChargePoint](#) ;(iii) ChargePoint Support Services Terms and Conditions found at: <https://www.chargepoint.com/legal/support-services/> ; and (iv) ChargePoint Deployment and Consulting Services Terms and Conditions found at <https://www.chargepoint.com/legal/deployment-consulting-services/>
 - + ChargePoint's sale of products/services is expressly conditioned on Customer's acceptance of ChargePoint terms and conditions stated or referenced in this Quotation. Any conflicting or inconsistent terms stated or referenced in any Customer purchase order or any such document are excluded and will not be binding and notice of objection to them is hereby given.
 - + This signed Quotation will act as a purchase order for the products/services detailed above and creates a binding contract between ChargePoint and Customer.
- The above terms govern this Quotation unless Customer has separate written agreement(s) executed by Customer and ChargePoint to govern the products/services referenced in this Quotation.



By signing this Quotation, I hereby acknowledge that I am an authorized signatory and have read and agree to all the terms and conditions of this Quotation.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :