

CHARGEPOINT AS A SERVICE AGREEMENT

This ChargePoint as a Service Agreement (this “Agreement”) is made and entered into by and between the Ordering Activity (defined), with its principal office located below (“Subscriber”), and ChargePoint, Inc., a Delaware corporation with its principal office located at 254 East Hacienda Ave, Campbell, CA 95008 (“CPI or “ChargePoint”) as of the date this Agreement executed by the Parties (the “Effective Date”). Subscriber and CPI are each sometimes referred to herein as a “Party” and collectively as the “Parties.” “Ordering Activity” refers to any entity identified in the applicable purchase order (“Purchase Order”) who is authorized to order under the General Services Administration Order OGP 4800.21, as may be reviewed from time to time. The “GSA Schedule Contract” refers to the contract between Ordering Activity and an authorized reseller of ChargePoint (“Reseller”).

PURPOSE OF THE AGREEMENT

This Agreement describes the terms and conditions pursuant to which ChargePoint will provide electric vehicle (“EV”) charging services to EV drivers (the “Service”). Under the terms of the Service, Subscriber will be entitled to select the locations (each, a “Location”), and the prices, at which EV drivers may charge. The Service is offered as a subscription. In order to deliver the Service, ChargePoint will install one or more EV charging stations (“Charging Stations”) at each Location after consultation with, and at Locations acceptable to, Subscriber.

1. AGREEMENT TERM; SUBSCRIPTION TERM; EXHIBITS.

1.1. CPI offers subscriptions to Services for a term agreed to by CPI and Subscriber (each, a “Subscription”). CPI shall provide the Service to Subscriber throughout the entire period of the applicable Subscription. Except as set forth in Section 6 and the GSA Schedule Contract, a Subscription is binding and may not be canceled. In case of any attempted early cancellation or termination of a Subscription by Subscriber not otherwise permitted under Section 6 of this Agreement, Subscriber must pay fifty percent (50%) of the remaining balance of the subscription fees for the applicable Subscription.

1.2. Each Subscription will commence ninety (90) days from the invoice date, as described under Section 2.1, or as otherwise indicated in the Purchase Order accepted by the Parties, and will last for the applicable term purchased. All renewal Subscriptions will begin on the day following the expiration date of an applicable Subscription (the “Renewal Date”).

1.3. This Agreement includes the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference; provided that the Flex Billing terms set forth in Exhibit A will apply to Ordering Activity if Ordering Activity elects to subscribe to the Flex Billing services. In the event of any conflict between this Agreement and any Exhibit, this Agreement shall prevail. Capitalized terms not otherwise defined in an Exhibit shall have the meaning ascribed to them in this Agreement.

1. Exhibit 1: Flex Billing

- 2: Exhibit 2: Terms Regarding Granting and Receipt of Rights
3. Exhibit 3: Insurance Policy Requirements

2. INVOICING; PAYMENT.

2.1. Subscriber will be billed, annually, for subscription fees for an applicable Subscription. ChargePoint or the Reseller on ChargePoint's behalf will invoice Subscriber on or after the date the applicable Charging Station(s) associated with an applicable Subscription is shipped to Subscriber. Thereafter, ChargePoint will invoice Subscriber on the Renewal Date. All invoices are due within thirty (30) days of the invoice receipt date.

2.2. Invoices not paid when due are subject to interest at the rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Subscriber is required to pay all amounts due and owing during its chosen Subscription Term regardless of whether it is using the Service.

3. INSTALLATION AND MAINTENANCE OF CHARGING STATIONS.

3.1. Site Preparation and Installation of Charging Stations.

3.1.1. After consultation with Subscriber, parking spaces at an applicable Location will be designated (the "Designated Parking Spaces") for installation of the Charging Stations. Before installation, Subscriber shall be responsible for performing Site Preparation, as described below. For Subscriber's convenience only CPI may provide contact information of certain operations and maintenance partners (each, a "CPI Partner"), who can assist Subscriber with Site Preparation. All Site Preparation services, whether performed by a CPI Partner or other third party, on behalf of Subscriber shall be performed pursuant to a separate agreement between such CPI Partner or other third party and Subscriber ("Separate Agreement"). The Parties agree that, in providing such information, CPI makes no representation or warranty of any kind, nor does CPI take or assume any liability in connection with the Separate Agreement. For purposes of this Agreement, the term "Site Preparation" shall mean, without limitation, performing any electrical service upgrades, installing conduit runs, running wiring, installing cell repeaters, ensuring cellular coverage and other site work necessary to provide adequate power and connectivity to each of the Designated Parking Spaces according to CPI's published Site Design Guide specifications. Please visit CPI's training website available at <https://chargepoint.ent.box.com/v/cp-university> for instructions on how to access CP University and access to the relevant Site Design Guide specifications.

3.1.2. After Subscriber completes Site Preparation, Subscriber will notify ChargePoint that Charging Stations may be installed at the Designated Parking Spaces. Notice must be provided with the Construction Signoff Form found at www.chargepoint.com/guides/. If Subscriber does not use a ChargePoint Partner to complete Site Preparation and if ChargePoint attempts to install the Charging Stations but is unable to do so because the Site Preparation has not been completed in accordance with ChargePoint's published specifications, CPI reserves the right to charge a re-dispatch fee of \$300 within thirty (30) days of receipt of ChargePoint's invoice for such fee. Once the applicable Charging Station(s) have been installed, Subscriber may not move the Charging Stations

from the Designated Parking Spaces. Charging Stations and replacement parts installed pursuant to this Agreement may be new or refurbished and equivalent to new in performance and reliability.

3.2 Maintenance of Charging Stations

3.2.1. ChargePoint shall ensure that the Charging Stations function in the manner required to provide the Service. In the event Subscriber knows of or becomes aware of any malfunctioning Charging Station, Subscriber shall promptly notify CPI of such malfunction. ChargePoint will respond to Subscriber within 1 (one) business day of learning of a malfunctioning Charging Station. Subscriber will cooperate with CPI, so that CPI may remotely diagnose an issue with the Charging Station. ChargePoint is responsible for servicing, repairing, modifying, and adjusting Charging Stations. Subscriber shall not directly or indirectly service, repair, modify or adjust any Charging Station. ChargePoint's obligations include providing labor and parts coverage for vandalism, damage or other problems caused by accidents or negligence.

3.2.2. ChargePoint's obligations under this Section 3 do not include repairing, replacing monitoring or servicing anything other than the Charging Stations. For example, ChargePoint will not configure, repair, replace or otherwise maintain repeaters installed by Subscriber as part of the Site Preparation Process.

3.2.3. Subscriber agrees that it shall not interfere with, or cause its employees or agents to interfere with, CPI's performance of maintenance services, or in any other way interfere with CPI's responsibilities under this Agreement.

3.2.4. Subscriber agrees to provide CPI or its service partners with access, during normal business hours (9:00 a.m. to 5:00 p.m., Monday to Friday), to the Charging Stations to perform required maintenance work. In addition, Subscriber shall designate and keep current a Subscriber manager in its ChargePoint Cloud Service account, who shall act as Subscriber's sole liaison with CPI for those matters covered by this Agreement.

3.2.5 Subscriber agrees, at its own expense and at all times during the Subscription, to keep public areas, parking spaces, streets and sidewalks appurtenant to the Designated Parking Spaces reasonably free of debris and rubbish and in good repair and condition.

4. **CLOUD SERVICES.** During a Subscription, ChargePoint shall make available to Subscriber the software-as-a-service offering ("ChargePoint Cloud Service") that will permit Subscriber to, among other things, designate who may use the Charging Stations to charge an electric vehicle and the price charged for such use. The ChargePoint Cloud Services are an integral part of the Service and all references in this Agreement to the Service shall be deemed to include a reference to the ChargePoint Cloud Services.

5. **RESPONSIBILITIES AND AGREEMENTS.**

5.1 **OPERATION OF THE CHARGEPOINT NETWORK.** In addition to maintenance

obligations set forth in Section 3 of this Agreement, CPI shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (the “ChargePoint Network”); (ii) provisioning and operating, maintaining, administering and supporting the applications offered on the Cloud Services; and (iii) operating the ChargePoint Network in compliance with all applicable laws. CPI will protect the confidentiality and security of all personally identifiable information in accordance with all applicable laws and regulations and the CPI Privacy Policy.

5.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) continuous availability of electrical service to any of Subscriber’s Charging Stations; (ii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; and (iii) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions.

5.3 SUBSCRIBER’S RESPONSIBILITIES AND AGREEMENTS FOR CLOUD SERVICES

5.3.1 GENERAL. All use of the ChargePoint Cloud Services by Subscriber, its employees and agents shall comply with this Agreement. All ChargePoint Cloud Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber’s own use, and Subscriber shall keep all such items secure and confidential. Subscriber shall use reasonable efforts to prevent, and shall be fully liable to CPI for, any unauthorized access to, use of or damage to the ChargePoint Network or ChargePoint Cloud Services arising as a result of Subscriber’s breach of its obligations as a result its failure to comply with its obligations under this Section 5.3.1. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

5.3.2 USE RESTRICTIONS AND LIMITATIONS OF CLOUD SERVICES. Subscriber shall not:

a) sell, resell, license, rent, lease or otherwise transfer the Services or any data collected or maintained by CPI in connection with the operation of ChargePoint therein to any third party;

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

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

(d) reverse engineer, decompile or otherwise attempt to extract the source code of the Services, including, without limitation, the Charging Stations and cloud services, or any part thereof, except to the extent expressly permitted or required by applicable law;

(e) create derivative works based on the ChargePoint Network, the Services, or any

of ChargePoint's 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, (the "CPI Marks") and all other CPI-supplied material developed by CPI;

(f) 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 therewith;

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

(h) access the ChargePoint Network, any part of the Services for any 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;"

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

(j) upload, transmit or introduce any malicious code to ChargePoint or Services;

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

(l) use the ChargePoint Cloud Services to upload, post, display, transmit or otherwise make available (i) any inappropriate, defamatory, obscene, or unlawful content; (ii) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (iii) 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.

(m) Utilize the Content for any other purpose other than Subscriber's internal business purpose.

5.3.3 OWNERSHIP OF CONTENT. ChargePoint shall own and hold all right, title and interest in and to the following:

(a) Content, including all data collected or maintained by CPI in the operation of ChargePoint, the Services and the Charging Stations; and

(b) CPI Property, including (i) ChargePoint, (ii) the Services, (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and the Services, (iv) the CPI Marks and (v) all other CPI-supplied material developed or provided by CPI for Subscriber's use in connection with the Services.

5.3.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber's 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 Services. CPI may utilize 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 (the “Subscriber Marks”) to advertise that Subscriber is using the Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the Services.

5.3.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS.** Subscriber shall not use any of the CPI Marks for or with any products, except in the manner permitted pursuant to CPI’s usage guidelines. From time to time, CPI may provide updated CPI Mark usage guidelines, 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, 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, the ChargePoint Network, or the 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.

(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) 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.

5.3.6 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 the ChargePoint Network; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any internet service provider not affiliated with CPI; or This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

5.3.7 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 CUSTOMER 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 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.

6. **RENEWAL AND TERMINATION.**

6.1 Upon the expiration of a Subscription, the Subscription may be renewed for additional successive one (1) year terms by executing a written order for the Subscription and ChargePoint shall invoice Subscriber for a new one-year Subscription, with subscription fees set at the current GSA Schedule list price for the subscription. Annual list price increases for a Subscription will be in accordance with the then current pricelist of the GSA Schedule Contract.

6.2 This Agreement may be immediately terminated by Subscriber for cause if (i) 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 from Subscriber, or (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. Any notice of termination of this Agreement by Subscriber pursuant to this Section 6.1 shall be sent to the address for notices set forth below in Section 20.

Upon any termination of this Agreement for cause by Subscriber pursuant to this Section 6.2, CPI shall refund a pro-rata portion of any pre-paid subscription fees.

6.3 When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CPI shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

6.4 Subscriber hereby grants CPI the right, upon termination of this Agreement, and upon the termination of any Subscription that Subscriber elects not to renew, subject to Government security requirements, to enter the Location for the purpose of removing the Charging Stations and any equipment owned by CPI, and any other ancillary property of CPI relating thereto. Within thirty (30) days of termination of a Subscription, ChargePoint and Subscriber will engage in good faith to schedule a date upon which such Charging Stations from the Location. CPI will remove such Charging Stations and other equipment at no cost to Subscriber. Upon termination of a Subscription, Subscriber shall immediately cease its use of all Services related to such Subscription and CPI will no longer be bound to deliver the Services under such Subscription. Subscriber agrees that it shall not interfere with, and will cause its employees and agents not to interfere with, CPI in conjunction with the service, maintenance, or removal of the Charging Stations, or in any other way interfere with CPI's responsibilities under this Agreement.

7. INDEMNIFICATION.

7.1 "Damages" shall mean any injury, wound, wrong, hurt, harm, fee, damages, cost, expense, expenditure, or loss of any nature, including, but not limited to: (i) injury or damage to any property or right; and (ii) injury, damage or death to any person or entity, (iii) attorneys' fees, witness fees, expert witness fees and expenses; and (iv) all other litigation costs and expenses.

7.2 "Claims" shall mean all claims, requests, accusations, allegations, assertions, complaints, petitions, demands, suits, actions, proceedings, and causes of action of every kind and description.

7.3 Reserved

7.4 CPI shall indemnify, have the right intervene to defend, and hold Subscriber harmless from and against any and all Damages from third-party Claims that result from or arise out of the actual or alleged misappropriation or infringement of any intellectual property rights in connection with the Service. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

7.5 The obligations under this Section shall survive the termination or expiration of this Agreement.

8. **OWNERSHIP OF CHARGING STATIONS.** The Charging Stations are and shall remain the personal property of CPI, regardless of the manner in which they may be attached to any other property. Subscriber shall not permit any levy, lien, or other legal process to be attached to the Charging Stations and shall immediately notify ChargePoint if any of the foregoing shall occur. Subscriber acknowledges that, for purposes of the Uniform Commercial Code, the Charging Stations are provided to Subscriber pursuant to a subscription service, and not a secured financing. ChargePoint may make such filings under the Uniform Commercial Code, and in such jurisdictions, as it deems necessary in its sole discretion.

9. **INTELLECTUAL PROPERTY.**

9.1 Subscriber shall not: (i) create derivative works based on any of ChargePoint's intellectual property rights, including, without limitation, the Service, Charging Stations, Cloud Services, 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, customer lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, URL links, websites, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records (collectively the "Intellectual Property") (ii) copy, frame or mirror any part or content of the Intellectual Property, (iii) reverse engineer any Intellectual Property right or (iv) access the Intellectual Property for any improper purpose whatsoever, including, without limitation, in order to (a) build a competitive product or service, or (b) copy any features, functions, interface, graphics or "look and feel" of ChargePoint's Intellectual Property.

9.2 All right, title and interest in the Intellectual Property shall remain, the exclusive property of ChargePoint.

10. **EXCLUSIVE RIGHT.** During the Subscription Term, Subscriber will not permit anyone other than CPI to provide, maintain, service or operate any electric vehicle charging stations at the Location.

11. **LICENSES; PERMITS.** Subscriber agrees that it shall obtain any and all necessary licenses and/or permits for the make ready electrical work, installation, and operation of the Charging Stations.

12. **RESERVED.**

13. **REPRESENTATIONS & WARRANTIES.**

13.1 CPI represents and warrants to Subscriber that it has the appropriate legal authority to execute this Agreement, that it has all requisite licenses and permits to perform pursuant to this Agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations, or ordinances.

13.2 Subscriber represents and warrants to CPI that it has the appropriate legal authority to execute and be bound by this Agreement, it has the full power and authority to permit CPI to install Charging Stations at the Designated Parking Spaces, that it has all requisite licenses and permits to perform pursuant to this Agreement, the electrical usage consumed by the Charging Stations will not violate or otherwise conflict with the terms and conditions of any other agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations or ordinances.

14. **ENVIRONMENTAL ATTRIBUTES.** CPI is the owner of the Charging Stations provided under this Agreement and retains any and all rights to claim environmental attributes associated with the use of the Charging Stations, including, without limitation, carbon offset and other credits.

15. **BINDING.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

16. **GOVERNING LAW; ARBITRATION.** This Agreement is to be construed according to the Federal laws of the United States, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law.

17. LIMITATIONS OF LIABILITY.

17.1 Disclaimers of Warranties. CPI WARRANTS THAT THE SERVICE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR PROHIBITED BY APPLICABLE LAW, CPI EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY MADE, OR THAT MAY HAVE BEEN MADE, IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTEDSERVICE, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE.

17.2 Exclusion of Consequential Damages. EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL CPI BE LIABLE TO SUBSCRIBER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION FOR THE LOSS OF DATA, BUSINESS INTERRUPTION, OR LOST PROFITS, THAT IN ANY WAY ARISE OUT OF OR RELATE TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF RELIEF, WHETHER OR NOT CPI HAS BEEN ADVISED TO THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF ANY CLAIM OR FINDING THAT A REMEDY SUFFERS A FAILURE OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY WITH RESPECT TO ANY DAMAGES WHICH ARISE OUT OF OR RELATE TO CPI'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

17.3 Limitation of Liability. CPI's aggregate liability under this Agreement shall not exceed the greater of either (i) three (3) million dollars (\$3,000,000) or (ii) two (2) times the aggregate subscription fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

18. NOTICES. Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent recognized overnight courier service as follows:

If to CPI:

Construction Signoff Form
ChargePoint, Inc.
c/o Site Readiness Department
7350 N. Dobson Road, Suite 104,
Scottsdale, AZ 85256
installdispatch@chargepoint.com

Non-Renewal and Termination Notices
ChargePoint, Inc.
csam@chargepoint.com

All other notices
Attn: Legal Department
ChargePoint, Inc.
254 E Hacienda Ave
Campbell, CA 95008

If to Subscriber:

If to Subscriber, to the billing address
and contact on file.

19. **INSURANCE.** At all times during the Subscription Term of this Agreement, the Parties shall keep and maintain insurance described in Exhibit 3, or higher if required by law. Upon request, the Parties shall furnish, a certificate of insurance evidencing such insurance is in full force and effect.

20. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever, and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

21. **FORCE MAJEURE.** Excusable delays shall be governed by FAR 552.212-4(f).

22. **EXHIBITS.** All exhibits attached to this Agreement and referred to herein are hereby incorporated by reference as if fully set forth herein. Any exhibit not annexed hereto may be attached after the Effective Date hereof and which shall thereafter be incorporated by reference herein.

23. **NO THIRD-PARTY RIGHTS.** The provisions of this Agreement are for the exclusive benefit of CPI and Subscriber only, and no other party shall have any right or claim against either Party or be entitled to enforce any provisions hereunder against any Party hereto.

24. **HEADINGS.** The headings in this Agreement are used for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

25. **FINAL AGREEMENT.** This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

26. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

27. **CONFIDENTIALITY.**

27.1 Subscriber acknowledges that all terms and conditions of this Agreement (the “Confidential Information”) shall be deemed confidential and may not be disclosed to third parties. Subscriber recognizes that CPI has legitimate business interests in protecting the Confidential Information, and as a consequence, Subscriber expressly agrees to the restrictions contained in this Agreement because they further CPI’s legitimate business interests. The provisions of this Section 27.1 shall survive the expiration or other termination of this Agreement.

27.2 Notwithstanding anything in this Agreement to the contrary, Subscriber may disclose Confidential Information: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of Subscriber; (iv) in confidence, to accountants, banks and financing sources, and its advisors (who are bound by terms of confidentiality at least as strict as those set forth in this Agreement); (v) in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction; provided, however, that if Subscriber is required to disclose pursuant to clause (i) or (ii), Subscriber shall provide prompt prior notice thereof, if possible, to CPI to enable CPI at its sole cost to seek a protective order or otherwise prevent or restrict such disclosure. CPI recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor; provided, however, that Subscriber will provide CPI with prompt written notice of such request so that CPI may seek a protective order or take other appropriate action.

28. **ASSIGNMENT.** This Agreement may not be assigned by Subscriber without the prior written consent of CPI. Notwithstanding the foregoing, Subscriber may assign this Agreement in connection with the sale of substantially all of its assets, a transfer to an affiliate, a merger, an

acquisition, or any other similar transaction; provided that the assignee agrees to be bound by the terms of this Agreement.

29. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts (including, electronic, facsimile, or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

[signature page to follow]

Subscriber:

Full name [Print]

Title

Signature

Date

Address

Address

ChargePoint, Inc.

Henrik Gerdes

Chief Accounting Officer

Title

Signature

Date

EXHIBIT 1: FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Subscription 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 Service 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 Subscription 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 in real-time 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.** CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as

directed by Subscriber from time to time through the applicable ChargePoint Cloud Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars (\$50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all sales, use, value added, and similar taxes (collectively “Sales Tax”) incurred in connection with Session Fees; provided that CPI is solely responsible for all taxes based on CPI’s income, property and employees. Where CPI is required by law to collect and/or remit Sales Tax 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: 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 Subscription Terms”). The Rights Subscription Terms are part of the Agreement, and all use of the ChargePoint Cloud Services permitted pursuant to the Rights Subscription Terms remains subject to the Agreement.

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

1.1 “Rights” means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Cloud Services which a Rights Grantor grants to a Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Cloud 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 Charging Stations.

1.2 “Rights Grantor” means Subscriber.

1.3 “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.

2.1 LIMITED RIGHTS. A Rights Grantee’s right to access and use the ChargePoint Cloud 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 Service 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 Service Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Cloud 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 Cloud 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 Cloud 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.

EXHIBIT 3: INSURANCE REQUIREMENTS

Commercial General Liability

Limits:	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate and Products/ Completed Operations Aggregate (Separately)
Coverage:	Occurrence Form, Commercial General Liability including Personal Injury, Products Liability, Completed Operations, Contractual and Property Damage Coverage. Should provide primary (and not contributing) coverage, containing cross-liability and severability of interest clauses.
Per Location Limits:	General Aggregate Limit applies per location.

Automobile Liability

Bodily Injury & Property Damage Combined Single Limit -	\$1,000,000 Each Accident
Coverage:	Comprehensive Form including Employer's Non-Owned & Hired Liability providing primary (and not contributing) coverage, containing cross-liability and severability of interest clauses.

Workers Compensation: Statutory Benefits

Employers' Liability: \$500,000 Employers' Liability

This Workers' Compensation and Employer's liability insurance must contain a waiver by the insurer of all rights of legal and conventional subrogation against Client and Property Management Company.

Umbrella/Excess

Liability: \$5,000,000 Each Occurrence
\$5,000,000 Aggregate

Forms for All Coverages: Copy of specific applicable additional insured endorsement and waiver of subrogation endorsement must be attached and noted on Certificate of Insurance.

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE ORDERING ACTIVITY (DEFINED) WITH ITS PRINCIPLE LOCATION AS DETAILED BELOW (“SUBSCRIBER”) AND CHARGEPOINT, INC., A DELAWARE CORPORATION WITH ITS PRINCIPAL OFFICE LOCATED AT 254 EAST HACIENDA AVE, CAMPBELL, CA 95008 (“CPI”). PLEASE READ IT CAREFULLY. BY EXECUTING AN ORDER IN WRITING FOR 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. “ORDERING ACTIVITY” REFERS TO ANY ENTITY IDENTIFIED IN THE APPLICABLE PURCHASE ORDER (“PURCHASE ORDER”) WHO IS AUTHORIZED TO ORDER UNDER THE GENERAL SERVICES ADMINISTRATION ORDER OGP 4800.21, AS MAY BE REVIEWED FROM TIME TO TIME. THE “GSA SCHEDULE CONTRACT” REFERS TO THE CONTRACT BETWEEN ORDERING ACTIVITY AND AN AUTHORIZED RESELLER OF CHARGEPOINT (“RESELLER”).

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 attached hereto, 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
- Exhibit 4: Privacy Policy

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) 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;

(j) 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;"

(k) 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;

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

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

(n) 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 such invoice. All payments shall be made in U.S. 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. CPI shall state separately on invoices taxes excluded from the fees, and the Subscriber agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 552.212-4(k)

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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.

(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) **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. CPI WARRANTS THAT THE CHARGEPOINT AND THE CHARGEPOINT SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH CHARGEPOINT AND THE CHARGEPOINT SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, 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. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

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 the greater of either: (i) three (3) million dollars (\$3,000,000); or (ii) two (2) times the 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, or as otherwise indicated in the order accepted by the parties. Upon expiration of the original term, this Agreement may be renewed for the successive term originally purchased at the list price applicable thereto by executing written order, subject to increases (not to exceed 5% annually) in accordance with the then current GSA Schedule Pricelist 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. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been

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 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, upon Customer's written authorization, 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) When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CPI shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. 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 temporarily suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if: (a) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (b) 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 and subject to Subscriber providing CPI with at least ninety (90) days' written notice, CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. 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. RESERVED.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify the non-material terms and conditions of 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. Excusable delays shall be governed by FAR 552.212-4(f).

11.4 RESERVED.

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 RESERVED.

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.

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.

Subscriber:

Full name [Print]

Title

Signature

Date

Address

Address

ChargePoint, Inc.

Henrik Gerdes

Chief Accounting Officer

Title

Signature

Date

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, . 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. 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 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 or wire transfer), 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.

**EXHIBIT 4
PRIVACY POLICY**

Attached Separately

ChargePoint Privacy Policy

Last Updated: December 20, 2019

[Supplemental Privacy Notice for California Residents](#)

ChargePoint® (“ChargePoint,” “we,” “our,” or “us”) provides this privacy policy (the “Policy”) to inform you on how we process your information, whether you are a visitor to our website, a purchaser of our electric vehicle charging stations, or a user of electric vehicle charging stations on the ChargePoint Network. “ChargePoint Network” refers to ChargePoint’s open-platform network of electric vehicle charging stations and vehicle charging applications.

Except as explicitly provided herein, this Policy applies to your use of the ChargePoint website (the “Website”), the ChargePoint mobile application (the “App”), and to any service offered by ChargePoint that includes a link to this Policy, including your ChargePoint account (if you have registered or are registering your account) and the ChargePoint radio-frequency identification cards (the “RFID cards”) (each of these services and applications are collectively defined as the “Service”).

Please read this Policy carefully to understand how we handle your information. By using or otherwise accessing the Service, you agree to this Policy. If you do not agree to this Policy, please do not access or use the Service.

1. **Information We Collect**

We obtain information about you when you use or otherwise access the Service. Please note that we need certain types of information to provide the Service to you. If you do not provide us with such information, or if you ask us to delete that information, you may no longer be able to access or use certain parts of our Service.

1. Information You Provide Directly to Us

We collect information you provide directly to us. For example, you may provide us with information through your:

- Use of the Service;
- Registration for an account;
- Access to and use of the ChargePoint Network;
- Purchases;
- Communications with us, including for customer support, technical assistance, marketing, and billing;
- Communications with other users of the Service; and/or

- Participation in surveys, polls, sweepstakes, or promotions.

The types of information we collect directly from you include:

- Account Registration Information: If you register for an account, we may collect your name, username, password, title, email address, address, telephone number, postal code, country, location, ChargePoint card number, user identification, user differentiator, information about your vehicle (e.g. make, model, color), and payment information such as the last four digits of your credit card number.
- Social Media Data: When you use ChargePoint's social media features to communicate with other users of the Service or upload a photo of the station, we collect your username and other information like charging station name and charging station location.
- Charging Network Data: When you use the ChargePoint Network, we may collect information such as, charging session date, start time, end time, duration, identification number, energy dispensed, charging port identification number, total fees associated with each charging session, pricing policy applied, RFID Card Identification Number, power cycle patterns, current, and voltage.
- ChargePoint Station Data: If you own or operate a ChargePoint station for use commercially (a "Site Host"), we collect certain information from you as a Site Host, such as contact details and the Site Host's affiliation or association to a company account. If you own or operate a ChargePoint station for home use, we may collect session and scheduling data, information relating to the WIFI network you connect to the ChargePoint station, geolocation of the ChargePoint station, and other data you input into the home ChargePoint station.
- User Content: The Service may allow you to upload content, such as images and photos, and communications with other users.

2. Information We Collect From Third Parties

We may collect information about you or others through our affiliates or through non-affiliated third parties. For example, Site Hosts may provide us with additional details about actual or potential users of the ChargePoint stations hosted by the Site Host, including vehicle information and contact information of others.

We may also collect information about you from non-affiliated third parties for fraud or safety protection purposes, or for marketing purposes. We likewise may combine information that we collect from you through the Service with information that we obtain from such third parties and information derived from any other products or services we provide.

3. Information We Collect Automatically

Device/Usage Information. We and our third-party service providers may use cookies, web beacons, and other tracking technologies to collect and store information about your use of the Service. As described further below, we may collect and analyze information including, but not limited to: (1) IP address, (2) date and day of access request, (3) pages viewed, (4) time zone difference to Greenwich Mean Time (GMT), (5) the standard HTTP-header information, (6) the time spent on each page of our Website or App page, (7) links you have clicked on our Website, (8) the page you visit before and after you come to our Website, (9) browser type, (10) operating system, (11) language, (12) advertising identification number and vendor identifier, (13) usage data including information on how you navigate the Service, and (14) version of browser software.

Location Information. When you use the Service, we may collect general location information (such as IP address). If you install our App, we may ask you to grant us access to your mobile device's geolocation data. If you grant such permission, we may collect information about your precise geolocation, and we may use that information to improve the Service, including providing you with location-based features (e.g. for identification of ChargePoint stations available near you). If you access the Service through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details. If you disable certain functions, you may be unable to use certain parts of the Service.

Cookies and Other Electronic Technologies. Like most websites, ChargePoint uses cookies and similar technologies including web beacons, embedded scripts and e-tags (together referred to as "cookies", unless otherwise stated) to provide users an efficient user experience in using the Website. A cookie is a small data file that is

placed on your computer or mobile device by your web browser. It is a tool that stores information about website visits, recognizes you and your preferences each time you visit the Website, optimizes website functionality, and enables us to provide the Service. Some parts of the Website use cookies to track user traffic patterns.

ChargePoint uses cookies for a variety of reasons, including to: provide you the Service you have requested, enhance our Website's performance, or analyze how users use our Website. Our use of cookies falls into the following categories:

- **STRICTLY NECESSARY COOKIES**. These are essential to enable you to move around the Website and use its features. Without these cookies, the Service you have requested cannot be provided.
- **PERFORMANCE COOKIES**. These cookies improve how our Website works. They collect information about how users use our Website (e.g., which pages users visit most often, and if users get error messages from web pages).
- **FUNCTIONALITY COOKIES**. These cookies allow us to remember what choices you make (e.g., your username, language or the region you are in) to provide enhanced, more personal features. The information these cookies collect may be anonymized.
- **ADVERTISING AND MARKETING COOKIES**. These cookies are used to: send you advertising and marketing-related material tailored to you and your interests, limit the number of times you see an advertisement, and help measure advertising campaigns' effectiveness. These cookies are usually placed by advertising networks with the website operator's permission. These cookies remember that you have visited a website and this information is shared with other organizations like advertisers. The "interest-based" or "personalized" advertising powered in part by these cookies is usually more relevant to you, but it also generally involves the collection and use of more information about you and your browsing history. There are easy ways to opt out of most or all interest-based or personalized advertising: we describe how to do that in Section 4 titled "Online Analytics and Tailored Advertising."

2. **How We Use Information Collected**

ChargePoint may use the information we collect from or about you for the following business or commercial purposes, such as uses to:

1. Process your application to create an account with ChargePoint;
2. Provide our Service to you, including information, products, and services you request from us that enable you to access our charging stations network;
3. Process billing functions, including payment of fees;
4. Notify you of changes to our Website or Service;
5. Manage and administer your account, including to distinguish between multiple vehicles or users under a single account, and for information regarding charging sessions (e.g., duration, energy consumption, station owner and station data);
6. Manage and respond to any inquiries, correspondence, concerns or complaints you have sent to us;
7. Communicate with you regarding the Service;
8. Enable you to communicate with other users;
9. Promote and market ChargePoint products and services;
10. Analyze use of the Service;
11. Improve any services we provide, and research or develop other products or services;
12. Keep our Service secure and operational;
13. Provide value added service, promotions, and pricing;
14. Fulfill the purposes for which you provided it (such as to help you find a ChargePoint station);
15. Maintain internal records;
16. Create or maintain aggregated, anonymized or de-identified information, which we may use and disclose without restriction;
17. Investigate, prevent, or take action regarding unlawful or harmful activities, including potential threats to physical safety, potential fraud, and violations of our Terms and Conditions; and/or
18. Safeguard our and others' rights or property.

We may combine any of the information that we collect from you with other information, including information that we obtain from third parties, or with information derived from any other products or services we provide. For example, we may combine personal information you provide us, such as an email address, with information automatically collected about your device.

3. When We Share Your Information

We may share your information we collect as follows:

1. With our service providers and other contractors (e.g., hosting and financial providers, marketing, customer support platforms, and data storage providers);
 2. With our affiliates;
 3. With our distributors, resellers, channel partners, ChargePoint charging station owners, or authorized third parties including third-party network providers, utilities or their respective employees, freelancers, and consultants to help us provide our Service to you;
 4. With Site Hosts when you connect with a ChargePoint station operated by a Site Host;
 5. At your direction or with your consent, such as when you use our social media features to provide information to ChargePoint users about our Service or when you direct us to share information with third parties such as utility companies;
 6. In connection with the negotiation, diligence, or actual merger, acquisition or any form of sale of some or all of ChargePoint assets or business;
 7. In the unlikely event of insolvency, bankruptcy or receivership in which your information would be transferred as one of ChargePoint's business assets;
 8. Where we are legally obligated to disclose information to the government or third parties for the purposes of criminal or fraud investigations, national security, law enforcement or other issues of public importance; and
 9. Where we otherwise believe it appropriate to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms and Conditions or any other legal terms governing use of the Service, and/or to protect our rights and property and the rights and property of other users.
4. **Online Analytics and Tailored Advertising**
- Analytics.** We may use third-party analytics services such as Google Analytics. These service providers use the technologies described in the "Information We Collect Automatically" section above to help us analyze how users use the Service, including analyzing your Website use, compiling reports on Website activity, and providing us with other services relating to Website activity and internet usage. We may also use Google Analytics for certain purposes related to advertising, as described in the following section. To prevent

Google Analytics from using your information for analytics, you may install the [Google Analytics Opt-out Browser Add-on](#) for your current web browser.

Tailored Advertising. We and our third-party service providers may use device identifiers and other automated technologies (including cookie identifiers on our website), along with other collected information, to deliver content or tailor ads when you are on our Service or on other devices, apps or websites. These ads may be based, for instance, on the types of websites that you visit over time, the types of apps you have on your device, or de-identified information about you and your likely interests, based on your activities off of our Service. Partners that we or others work with to do the above may track your activities over time (including across different apps or websites) by collecting information through automated means, and they may use this information, and other information they receive from us or other sources, to deliver advertisements to you. You may control and block the cookies used by the Website by modifying the settings in your browser or on your device that allow you to refuse the setting of all or some cookies. You can also adjust your settings so that your browser blocks all cookies or only cookies from third parties. You can also delete cookies that have already been placed. However, please note that if you use your browser or device settings to block all cookies you may not be able to access all or parts of our Website. For more information about how cookies can be managed and deleted please

visit www.allaboutcookies.org or <https://optout.networkadvertising.org>.

5. **Security Measures**

ChargePoint has implemented administrative, physical, and technical security measures to protect your information under our control.

While ChargePoint takes precautions against possible security breaches of its Website and Service, no website or Internet transmission is completely secure and we cannot guarantee that unauthorized access, hacking, data loss, or other breaches will never occur. We are unable to guarantee the security of your information while it is being transmitted to our Website or stored in our systems and any transmission is at your own risk.

You should take steps to keep your information safe (including your password) and to log out of your account after use. Where we have provided you, or you have chosen, a password which enables you to access certain parts of our Website, or a ChargePoint RFID Card to access charge stations, you are responsible for keeping your password and ChargePoint RFID Card confidential. You must not share these with anyone or store them in a way

that may allow a third party to access them. If that happens, you agree to report it immediately to privacy@chargepoint.com. ChargePoint cannot be held responsible for your failure to keep your password or ChargePoint RFID Card secure.

You should update your password periodically to help reduce the risk of unauthorized access to your account with us. When you do, you should strengthen your password with the combination of uppercase and lowercase letters, numbers, punctuation and other symbols.

6. **Your Choices**

You may modify certain of the information we maintain about you by accessing your account. You may unsubscribe from marketing communications from us by following the directions in those communications. Please note that where you opt out of, and unsubscribe from, receiving marketing communications, we may still send you certain communications relating to your use of the Service (e.g., service announcements, notices about new features or information on the Service, administrative messages and communications regarding your account).

Local laws may also grant you additional rights. For example, Nevada consumers may opt out of the sale of “personally identifiable information” for monetary consideration to a person for that person to license or sell such information to additional persons. “Personally identifiable information” includes first and last name, address, email address, phone number, Social Security Number, or an identifier that allows a specific person to be contacted either physically or online. We do not engage in such activity; however, if you are a Nevada resident who has purchased or leased goods or services from us, you may submit a request to opt out of any potential future sales under Nevada law by emailing privacy@chargepoint.com. Please note we will take reasonable steps to verify your identity and the authenticity of the request. Once verified, we will maintain your request in the event our practices change.

If you are a California resident, please see the supplemental disclosure to view details on your rights.

7. **Links to Third Party Websites and Services**

This Website may contain links to third-party sites. Access to any other websites linked to the ChargePoint Website is at the user’s own risk, and ChargePoint is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these websites. ChargePoint provides these links merely as a convenience and the inclusion

of such links does not imply any kind of endorsement. If you provide any third-party with your information, we recommend that you review their privacy policies as ChargePoint does not control how they collect, process and transfer your information.

8. EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield

ChargePoint complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. ChargePoint has resubmitted its certification to the Department of Commerce so that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit www.privacyshield.gov.

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, ChargePoint is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, ChargePoint may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Individuals may have the right to limit the use and disclosure of their personal information as required by the Privacy Shield's Principles, such as whether your personal information is disclosed to a third party or used for purposes materially different from the purpose for which the personal information was originally collected or subsequently authorized by you.

If you wish to limit the use and disclosure of personal information in accordance with the Privacy Shield Principles, please contact us at privacy@chargepoint.com.

ChargePoint commits to cooperate with EU data protection authorities (DPAs) and the Swiss Federal Data Protection and Information Commissioner (FDPIC) and comply with the advice given by such authorities with regard to human resources data transferred from the EU and Switzerland in the context of the employment relationship.

In compliance with the EU-US and Swiss-US Privacy Shield Principles, ChargePoint commits to resolve complaints about your privacy and our collection or use of your personal information. European Union or Swiss

individuals with inquiries or complaints regarding this Policy should first contact ChargePoint's Privacy Administrator at: Privacy Administrator 254 E. Hacienda Avenue Campbell, CA 95008 or at privacy@chargepoint.com. ChargePoint has further committed to refer unresolved Privacy Shield complaints to JAMS, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgement of your complaint from us, or if we have not addressed your complaint to your satisfaction, please visit www.jamsadr.com/eu-us-privacy-shield for more information or to file a complaint. The services of JAMS are provided at no cost to you. Citizens and residents of the European Union or Switzerland also have the possibility, under certain conditions, to invoke binding arbitration for complaints regarding Privacy Shield compliance not resolved by any of the other Privacy Shield mechanisms. For additional information go to www.privacyshield.gov/article?id=ANNEX-I-introduction. Finally, as a last resort and under limited circumstances, EU and Swiss individuals with residual privacy complaints may invoke a binding arbitration option before the Privacy Shield Panel.

9. Children's Privacy

The Website and Service are intended for persons licensed to drive. In the United States, this typically means individuals over the age of 16. ChargePoint does not knowingly collect any information from anyone under 16 years of age. If you are less than 16 years of age, we request that you do not submit information to us. If we become aware that we have inadvertently collected "personal information" (as defined by the United States Children's Online Privacy Protection Act) from children under the age of 13 without parental consent, we will take reasonable steps to delete it as soon as possible as required by applicable law.

10. Changes to Our Privacy Policy

We may change this Policy to reflect changes in the law, our information practices or the features of the Service. At the top of our Policy, we will indicate the date of the most recent update. If we make a material change to the Policy, you will be provided with appropriate notice in accordance with legal requirements, which may be thru email. By continuing to use the Service, you are confirming that you have read and understood the latest version of this Policy.

11. Contact Us

You can contact us by email at privacy@chargepoint.com or write to us at: ChargePoint, Attn: Legal Department, 254 E. Hacienda Avenue, Campbell, CA 95008-6901.

Supplemental Privacy Notice for California Residents

This Supplemental Privacy Notice supplements the information in our Privacy Policy, and except as provided herein, applies solely to California residents. It applies to personal information we collect on or through the Service and through other means (such as information collected offline, in person, and over the telephone). It does not apply to personal information we collect from our employees and job applicants in their capacity as employees and job applicants. It also does not apply to personal information we collect from employees, owners, directors, officers, or contractors of businesses in the course of our provision or receipt of business-related services.

Summary of Information We Collect

California law requires us to disclose information regarding the categories of personal information that we have collected about California consumers, the categories of sources from which the information was collected, the business or commercial purposes (as those terms are defined by applicable law) for which the information was collected, and the categories of parties with whom we share personal information.

We or our service providers may collect the below categories of information for the following business or commercial purposes (as those terms are defined in applicable law):

- Providing the Service (e.g., account servicing and maintenance, order processing and fulfillment, customer service, advertising and marketing, analytics, and communication about the Service);
- Our or our service provider's operational purposes;
- Auditing consumer interactions on our site (e.g., measuring ad impressions);
- Detecting, protecting against, and prosecuting security incidents and fraudulent or illegal activity;
- Bug detection, error reporting, and activities to maintain the quality or safety of our Service;
- Short-term, transient use, such as customizing content that we or our service providers display on the Service;
- Improving our existing Service and developing new services (e.g., by conducting research to develop new products or features);

- Other uses that advance our commercial or economic interests, such as third-party advertising and communicating with you about relevant offers from third-party partners; and
- Other uses about which we notify you.

Examples of these types of uses are identified below. We may also use the below categories of personal information for compliance with applicable laws and regulations, and we may combine the information we collect (“aggregate”) or remove pieces of information (“de-identify”) to limit or prevent identification of any particular user or device.

Categories of Personal Information We Collect	Categories of Sources	Examples of Uses	Categories of Third Parties With Which We May Share That Information
Identifiers (such as name, email address)	<ul style="list-style-type: none"> • You • Your use of our services/automatically collected from you • Affiliates • Third Parties (such as agents/service providers) 	<ul style="list-style-type: none"> • Providing the Service, including to register an account for you • Fixing and improving the Service • Marketing and advertising • Communicating with you, e.g. customer support 	<ul style="list-style-type: none"> • Third parties (such as service providers and Site Hosts) • Affiliates

Categories of Personal Information We Collect	Categories of Sources	Examples of Uses	Categories of Third Parties With Which We May Share That Information
		<ul style="list-style-type: none"> • Analyzing use of the Service • Preventing, detecting, investigating, and responding to fraud, unauthorized access/use of the Service, breaches of terms and policies 	
<p>Commercial information (such as transaction data, charging station use data)</p>	<ul style="list-style-type: none"> • You • Your use of our services/automatically collected from you • Affiliates • Third Parties (such as agents/service providers) 	<ul style="list-style-type: none"> • Providing the Service, including to provide you with charging stations • Fixing and improving 	<ul style="list-style-type: none"> • Third parties (such as service providers) • Affiliates

Categories of Personal Information We Collect	Categories of Sources	Examples of Uses	Categories of Third Parties With Which We May Share That Information
		<p>the Service</p> <ul style="list-style-type: none"> • Marketing and advertising • Communicating with you • Analyzing use of the Service • Preventing, detecting, investigating, and responding to fraud, unauthorized access/use of the Service, breaches of terms and policies 	
Financial data (such as the	<ul style="list-style-type: none"> • You • Affiliates 	<ul style="list-style-type: none"> • Providing the 	<ul style="list-style-type: none"> • Third parties

Categories of Personal Information We Collect	Categories of Sources	Examples of Uses	Categories of Third Parties With Which We May Share That Information
last four digits of payment cards)	<ul style="list-style-type: none"> • Third Parties (such as agents/service providers) 	Service, including to provide you with charging stations <ul style="list-style-type: none"> • Fixing and improving the Service • Analyzing use of the Service • Preventing, detecting, investigating, and responding to fraud, unauthorized access/use of the Service, breaches of terms and policies 	(such as service providers) <ul style="list-style-type: none"> • Affiliates

Categories of Personal Information We Collect	Categories of Sources	Examples of Uses	Categories of Third Parties With Which We May Share That Information
<p>Internet or other network or device activity (such as IP address, unique device identifier, advertising, app identifiers, browsing history, screen recording of usage, or other usage data)</p>	<ul style="list-style-type: none"> • You • Your use of our services/automatically collected from you • Affiliates • Third Parties (such as agents/service providers) 	<ul style="list-style-type: none"> • Providing the Service, including to provide you with charging stations • Fixing and improving the Service • Marketing and advertising • Usability improvements • Analyzing use of the Service • Preventing, detecting, investigating, and responding to fraud, unauthorized 	<ul style="list-style-type: none"> • Third parties (such as service providers) • Affiliates

Categories of Personal Information We Collect	Categories of Sources	Examples of Uses	Categories of Third Parties With Which We May Share That Information
		<p>access/use of the Service, breaches of terms and policies</p>	
<p>Location information (general location, and, if you provide permission, precise GPS location)</p>	<ul style="list-style-type: none"> • You • Your use of our services/automatically collected from you • Affiliates • Third Parties (such as agents/service providers) 	<ul style="list-style-type: none"> • Providing the Service, including to help you locate charging stations • Fixing and improving the Service • Marketing and advertising • Analyzing use of the Service • Preventing, detecting, investigati 	<ul style="list-style-type: none"> • Third parties (such as service providers) • Affiliates

Categories of Personal Information We Collect	Categories of Sources	Examples of Uses	Categories of Third Parties With Which We May Share That Information
		<p>ng, and responding to fraud, unauthorized access/use of the Service, breaches of terms and policies</p>	
<p>Sensory information (such as audio recordings if you call our customer service)</p>	<ul style="list-style-type: none"> • You • Your use of our services/automatically collected from you • Affiliates • Third Parties (such as agents/service providers) 	<ul style="list-style-type: none"> • Providing the Service, including to address your service inquiries • Fixing and improving the Service • Analyzing use of the Service • Preventing, detecting, 	<ul style="list-style-type: none"> • Third parties (such as service providers) • Affiliates

Categories of Personal Information We Collect	Categories of Sources	Examples of Uses	Categories of Third Parties With Which We May Share That Information
		<p>investigating, and responding to fraud, unauthorized access/use of the Service, breaches of terms and policies</p>	
<p>Other information that identifies or can be reasonably associated with you (such as communications you send us)</p>	<ul style="list-style-type: none"> • You • Your use of our services/automatically collected from you • Affiliates • Third Parties (such as agents/service providers) 	<ul style="list-style-type: none"> • Providing the Service, including to address your service inquiries • Fixing and improving the Service • Marketing and advertising 	<ul style="list-style-type: none"> • Third parties (such as service providers) • Affiliates

Categories of Personal Information We Collect	Categories of Sources	Examples of Uses	Categories of Third Parties With Which We May Share That Information
		<ul style="list-style-type: none"> • Communicating with you • Analyzing use of the Service • Preventing, detecting, investigating, and responding to fraud, unauthorized access/use of the Service, breaches of terms and policies 	

Rights

If you are a California resident, you may have certain rights. California law may permit you to request that we:

- Provide you the categories of personal information we have collected or disclosed about you in the last twelve months; the categories of sources of such information; the business or commercial purpose for collecting or selling your personal information; and the categories of third parties with whom we shared personal information.

- Provide access to and/or a copy of certain information we hold about you.
- Delete certain information we have about you.

You may have the right to receive information about the financial incentives that we offer to you, if any. You also have the right to not be discriminated against (as provided for in applicable law) for exercising certain of your rights. Certain information may be exempt from such requests under applicable law. We need certain types of information so that we can provide the Service to you. If you ask us to delete it, you may no longer be able to access or use the Service.

If you would like to exercise any of these rights, please submit a request at privacy@chargepoint.com or visit https://na.chargepoint.com/guest/chargepoint_help. You will be required to verify your identity before we fulfill your request. To do so, you will need to provide the information identified in the webform or as otherwise directed by us. You can also designate an authorized agent to make a request on your behalf. To do so, you must provide us with written authorization or a power of attorney, signed by you, for the agent to act on your behalf. You will still need to verify your identity directly with us.

California residents may opt out of the “sale” of their personal information. ChargePoint does not “sell” your personal information as we understand that term to be defined by the California Consumer Privacy Act and its implementing regulations, and we have not sold your personal information in the past twelve months.

California Do-Not-Track

We do not respond to browser-initiated Do Not Track signals, as the Internet industry is currently still working on Do Not Track standards, implementations, and solutions.

Updated: December 20, 2019

CT4000 Construction Signoff Form

This form is required to ensure the site for your ChargePoint EV charging station(s) has been prepared as specified, by you or by your chosen contractor, before beginning your charging station installation. Submit this completed form, and the photos specified at the end, to installdispatch@chargepoint.com. The detailed data sheets, site design guides, and installation guides defining ChargePoint specifications are online at: chargepointuniversity.com.

IMPORTANT: All installations must comply with all applicable codes. ChargePoint provides concrete pedestal guidance in the *CT4000 Site Design Guide* that is applicable for most sites; however, the size for a given site might be different due to site conditions. Ensure site drawings have been completed and approved by a structural engineer for this site.

Note: If your station installer arrives to install your station and finds these items incomplete, you will incur a separate re-dispatch charge.

Site Information	Contractor Information
Site Address:	Company Name:
	Site Lead Name:
Number of CT4000 stations to be installed Pedestal: Wall:	Site Lead Job Title:
Contact Name:	Site Lead Email:
Contact Phone:	Site Lead Phone:
Contact Email:	Date Work Began:

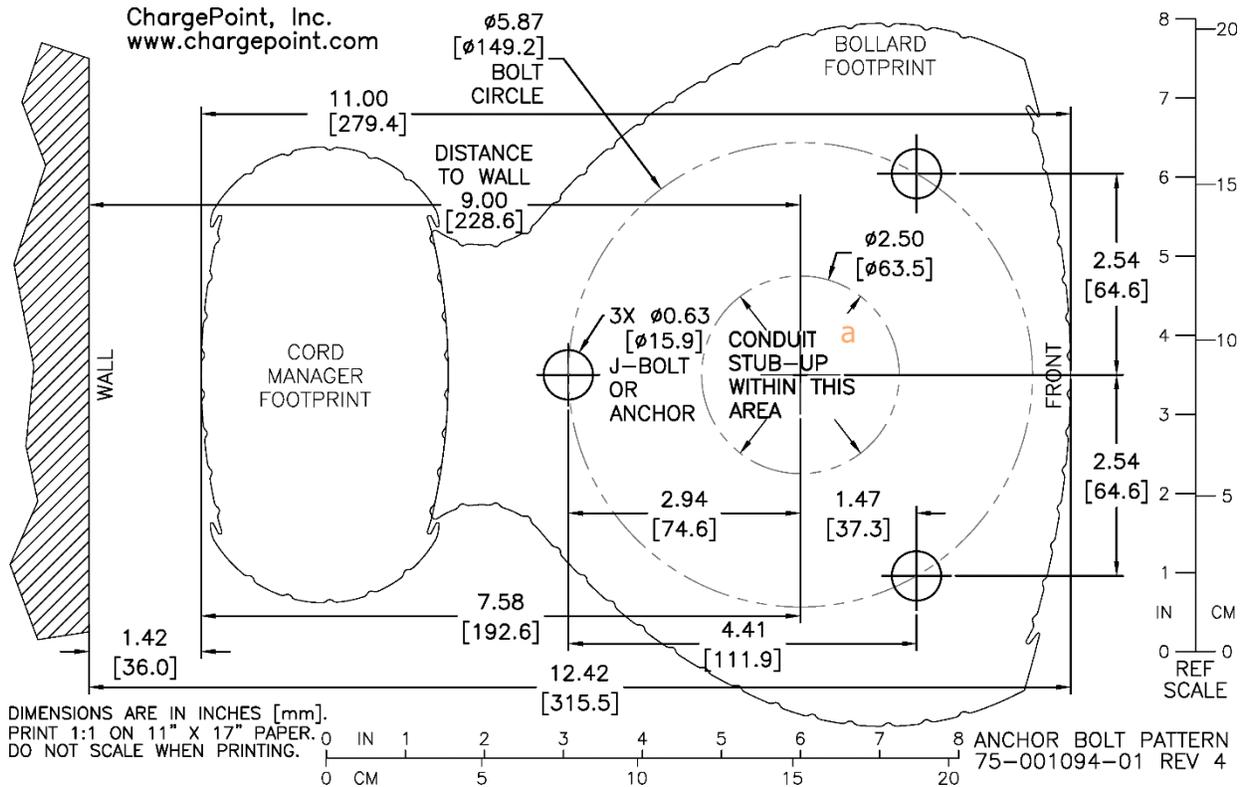
Take the following photos throughout the site construction process.

Required Pictures

1. Concrete pad showing anchor bolts, conduit, and wire for each station
-or-
Wall station location with flex conduit and wire for each station
2. Overall space around the concrete pad, showing all service clearances are available
3. The electrical panel's specification label, to show total panel capacity
4. The open electrical panel with the dead front panel removed, showing terminations
5. The open electrical panel with the dead front panel on, showing breaker amperage ratings and labels for CT4000 connections

Civil Work – Pedestal Mount

1. A new concrete pad was either designed and approved by a structural engineer for this specific site, or is a newly poured pad with:
- At least 600 mm (24 in) on each side, including underground.
 - Follows one of the three recommended pedestal patterns in the Site Design Guide.
 - Concrete 2500 PSI minimum.
- or-
- An existing concrete pad with:
- A minimum concrete volume of 0.23 m³ (8 ft³).
 - A minimum concrete depth of least 150 mm (6 in) thick.
 - Mounting bolts positioned at least 153 mm (6 in) from the edges of the pad when measured from the center of any bolt.
-
2. Three anchor bolts extend 75 mm +/- 6 mm (3 in +/- ¼ in) above the concrete, with two bolts in the front and one bolt behind the conduit stub-up. Bolts are plumb and secure in concrete or epoxy.
-
3. The center of the conduit stub-up (a) is at least 228 mm (9 in) from obstructions to the rear.
-
4. Conduit extends 300-600 mm (12-24 in) above the concrete.
-
5. Walls, fences, or slopes do not prevent water from draining from the pad.



Civil Work – Wall Mount

1. Conduit brings wire to the station.
-
2. 900 mm (3 ft) of wire is provided for installation.
-

Electrical Work

1. Electrical infrastructure has been completed in accordance with all applicable codes and ChargePoint specifications.
-
2. A dual-pole 40 A non-GFCI circuit breaker feeds each port (unless planning for Power Management).
-
3. Each circuit breaker is new or in good working order.
-
4. Breakers are correctly labeled in the panel.
-
5. Only bonded neutral systems are used.

System Type	Select
120/240 VAC 1Ø bonded neutral	<input type="checkbox"/>
120/208 VAC 3Ø WYE bonded neutral	<input type="checkbox"/>
120/240 VAC 3Ø Delta center tap-grounded bonded neutral	<input type="checkbox"/>

6. The station mounting location has been tested for cellular coverage and shows an RSRP of -90 dBm or better (and an RSRQ of -10 or better).
-

Installation Readiness

1. All station boxes are delivered, available, and contents are undamaged.
-
2. If circuit sharing, the PowerShare Kit has been delivered (one kit per station).
-

I, _____, hereby certify that the scope of work in this form has been correctly completed.

Signature

Date