

## CHARGEPOINT ASSURE

### TERMS AND CONDITIONS OF SERVICE

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

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

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

c. **Charging Station Uptime Objective:**

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

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

cooperation. Specifically, you agree to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## Standard Parts Warranty

### Our Promise

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

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

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

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

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

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

## Follow These Easy Steps to Obtain Warranty Service

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

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

## IMPORTANT

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

## REPLACEMENT ITEMS

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

## EXCLUSIONS FROM WARRANTY

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

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

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

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

## LIMITATIONS ON WARRANTY AND LIABILITY

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

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

## ADDITIONAL INFORMATION

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

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

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

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

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



## CHARGEPOINT REMOTE SUPPORT TERMS AND CONDITIONS OF SERVICE

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

### 1. Defined Terms:

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

Revised November 2023

ChargePoint, Inc. | 254 East Hacienda Ave | Campbell, CA 95008-6901 USA  
408.841.4500 or toll-free 877.370.3802 | [info@chargepoint.com](mailto:info@chargepoint.com) | [www.chargepoint.com](http://www.chargepoint.com)

Copyright © 2023 ChargePoint, Inc. – All rights reserved.

CHARGEPOINT is a U.S. registered trademark/service mark. All other products or services mentioned are the trademarks, service marks, registered trademarks or registered service marks of their respective owners.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**17. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:**

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

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

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

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



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

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

[Remainder of Page Intentionally Left Blank]



## Exhibit 1: Service Level Terms

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

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

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

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

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

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

### Advance Replacement

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

### Non-Return Policy

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

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

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

## **Frequent Returned Non-Functional Item Rejection Causes**

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

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

## CHARGEPOINT MASTER SUPPORT SERVICES TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

### **3. Support Services.**

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

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

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

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

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

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

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

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

**3.7 Service Levels**

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

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

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

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

### 3.8 Service Level Exclusions

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

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



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

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

## **6. Intellectual Property Rights.**

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

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

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

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

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

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

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

**9. Miscellaneous.**

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

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

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

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

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

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

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