

CHARGEPOINT VENDOR SUPPLEMENTAL TERMS

1. **Scope.** These ChargePoint Vendor Supplemental Terms shall apply to any vendor providing products and/or services to ChargePoint. Vendor's commencement of performance under any work authorized by ChargePoint whereby these ChargePoint Vendor Supplemental Terms are incorporated by reference shall constitute acceptance of these ChargePoint Vendor Supplemental Terms by vendor.
2. **No automatic renewal.** Any renewal shall require ChargePoint's separate agreement in writing to renew.
3. **Indemnity.** ChargePoint shall not have any indemnity obligations in connection with any agreement with vendor.
4. **Limitation of Damages.**
 - a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CHARGEPOINT OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY LOSS OR DAMAGE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF BUSINESS PROFITS AND BUSINESS INTERRUPTION), WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - b. EXCEPT FOR ANY UNDISPUTED FEES DUE TO VENDOR, IN NO EVENT SHALL CHARGEPOINT'S AGGREGATE LIABILITY IN CONNECTION WITH ANY PURCHASE AGREEMENT EXCEED TEN (10) THOUSAND DOLLARS.
5. **No Publicity.** Vendor shall not disclose the existence of any relationship with ChargePoint or use ChargePoint's name, logos or trademarks in any manner for any purpose, including but not limited to in any type of advertisement materials, website, press releases, customer lists, interviews, articles, brochures, project references, or case studies without ChargePoint's prior written consent.
6. **Order of Precedence.** In the event of any conflict or inconsistency between these ChargePoint Vendor Supplement Terms and any vendor form (e.g., vendor purchase order, acceptance form, invoice or other ordering document), these ChargePoint Vendor Supplemental Terms shall prevail. Any additional or different term(s) in any other document or oral communication purporting to be binding on ChargePoint is a material alteration and is expressly rejected, even if vendor conditions acceptance on ChargePoint's agreement to such term(s).