

## ASSURE SCOPE AND TERMS

### 1. General

**1.1 Description.** Assure is a support plan that may be available to you whereby ChargePoint will provide remote technical support and monitoring of Hardware, replacement parts, and labor for repair services defined in this Scope and Terms document.

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

### 2. Scope

**2.1 24x7 Technical Support.** ChargePoint will provide you with technical support for issues you report 24 hours a day, 7 days a week or if your Hardware is located Europe on business days from 9am – 6pm. Technical support includes expertise in addressing Hardware and embedded software issues.

**2.2 Proactive Monitoring.** ChargePoint's Network Operating Center team will monitor the performance of your Hardware, including signal, fault, session, transaction and driver-reported data to proactively identify issues so that ChargePoint support may begin working on addressing them.

**2.3 Parts and Labor.** When a Hardware-specific issue requires on-site resolution, ChargePoint will dispatch a ChargePoint- certified technician to address that issue, supply them with the required replacement part, and if required, ensure the defective part is returned. ChargePoint will cover the cost and shipment of the replacement part and on-site labor for repair services. For applicable exclusions, please refer to the Master Support Terms. For clarity, the cost of on-site labor for repair services due to vandalism and/or accidents are covered under Assure.

**2.4 Reporting.** ChargePoint will provide you with a monthly report of the Hardware's performance metrics including uptime and reliability.

**2.5 98% Annual Port Uptime.** If your applicable Hardware is covered by Assure, then ChargePoint will endeavor to support a 98% Annual Port Uptime for such Hardware, including the associated target Response time as described in the table in Section 5. Any failure by ChargePoint to meet and/or maintain the aforementioned Annual Port Uptime shall not constitute a breach of this Agreement.

### 3. Your Responsibilities

**3.1 Information Gathering.** If there is an issue with your Hardware, then you may be required to support ChargePoint by providing any applicable information required to address such issue, including, without limitations, photos of the applicable Hardware and/or communicating with ChargePoint to address such issue.

**3.2 Additional Responsibilities.** Please review the Master Support Terms for additional responsibilities that you may have in connection with Assure coverage.

#### 4. Support Process

ChargePoint will provide a support process in the following chronological order:

- 1. Eligibility.** When you submit an Assure support request for your Hardware, you are required to have a then-active Assure subscription. Subscription verification can be done by reviewing the relevant Hardware's page on your ChargePoint Cloud Portal: [na.chargepoint.com/admin/dashboard](https://na.chargepoint.com/admin/dashboard) (or [eu.chargepoint.com/admin/dashboard](https://eu.chargepoint.com/admin/dashboard) if your Hardware is located Europe)
- 2. Contact ChargePoint Support.** If you have any support issues for your Hardware, please contact ChargePoint support (see [www.chargepoint.com/support](https://www.chargepoint.com/support) for contact information).
- 3. Remote Troubleshooting and Diagnosis.** ChargePoint support will troubleshoot and diagnose (if possible) the issue you identify in connection with the applicable Hardware, determine whether on-site resolution is required, and whether the issue is covered under Assure.
  - If the issue can be resolved remotely, you will be contacted by ChargePoint.
  - If the issue is not covered under Assure, you will be quoted the then-current list price for replacement parts and on-site labor for repair services. Once the applicable replacement parts are installed in the applicable Hardware, such replacement parts will be included with such Hardware's Assure coverage.
- 4. On-Site Resolution.** ChargePoint support will ship the replacement part to a ChargePoint-certified technician. A technician will reach out to you to schedule the applicable repair appointment. Once the issue is resolved on-site, you will be contacted by ChargePoint.
- 5. Part Return.** Once the repair is complete, the technician will return, if required by ChargePoint for such replacement part, the defective part on your behalf.

#### 5. Service Levels

**5.1 Service Level Matrix.** In connection with your Assure subscription, ChargePoint will endeavor to deliver the support level objectives for Support Services ("Service Levels") as set forth in the "Service Level Severity" table below. Any failure by ChargePoint to meet and/or maintain the Service Levels shall not constitute a breach of this Agreement.

Severity		1	2
Outage		Yes	No
Service Levels	Response	1 Business Day	1 Business Day
	Annual Port Uptime	98%	-

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

- a. **Outage.** Issues which completely prevent the Hardware from dispensing electricity (i.e. inoperable station).
- b. **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.
- c. **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.
- d. **Annual Port Uptime.** The percentage of time that a port can dispense energy during the applicable 12-month time period of your Assure coverage starting from the latter of the (i) activation of the applicable Hardware; or (ii) start of your Assure coverage; provided that, such uptime objective is subject to exclusions described in Section 6 herein. For the avoidance of doubt, Annual Port Uptime does not apply to ChargePoint's cloud services.

## 6. Service Level Exclusions

**6.1 Rescheduled Dispatches.** Time between the initially proposed dispatch date from ChargePoint and the final dispatch date if rescheduled at your request.

**6.2 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.

**6.3 Other Exclusions.** Applicable exclusions as described in the Master Support Terms.