

CUSTOMER MANAGED LABOR PLAN SCOPE AND TERMS

1. General

1.1 Description. Customer Managed Labor Plan (“**CMLP**”) is a support plan that may be available to you whereby ChargePoint will provide remote technical support and monitoring of Hardware, and replacement parts services defined in this Scope and Terms document.

1.2 Subscription Terms and Conditions. Your Subscription for CMLP 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 (“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. 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. When an issue with the applicable CMLP covered Hardware requires an on-site visit, ChargePoint will contact your designated repair service provider who has successfully completed ChargePoint’s onboarding and certification requirements (“**Provider**”) to undertake such on-site visit and supply you, or the Provider, per your written request to ChargePoint, with the required replacement part. ChargePoint will cover the cost and shipment of the replacement part. For applicable exclusions, please refer to the Master Support Terms.

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

2.5 Diagnosis. ChargePoint will endeavor to complete Diagnosis (as defined in the table in Section 5.1) in either 2 business days, or 12 hours (depending on whether the Standard, or Critical version of CMLP was purchased for that applicable Hardware), as well as deliver on Response and Part Delivery times, as described in the Service Levels section below.

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 Onboarding. After you purchase a CMLP subscription, a ChargePoint Strategic Partner Manager (“**SPM**”) will assist with the onboarding of the applicable Hardware to CMLP coverage, during such

onboarding process you must introduce ChargePoint to a Provider that can complete the on-site labor for issues you report. For your support plan to commence, your Provider will be required to obtain the relevant AC or DC Certification, and corrective maintenance micro-credential on ChargePoint's online Training & Certification program (available on ChargePoint's website). Once the Provider notifies SPM of completion, ChargePoint will provide the Provider access to ChargePoint's Partner Portal to receive on-site labor instructions in the form of a Work Order, and your support plan will be activated. Any changes to your Provider contact must be updated on ChargePoint's Partner Portal, and that new Provider must complete the same Certification requirements.

3.3 Spares. You may choose to pre-purchase spares separate from your CMLP subscription, so that you may resolve issues requiring replacement parts more quickly, as you will not need to wait for replacement part delivery. If you pre-purchase spares, you may use them during on-site resolution, however if the on-site resolution is covered under your support plan, ChargePoint will still ship you a replacement part.

3.4 Pantograph Preventive Maintenance. For CMLP on pantograph offerings, your Provider will be required to obtain a preventive maintenance certification from the pantograph connector original equipment manufacturer ("OEM"), and complete and log preventive maintenance according to the OEM's protocol and instructions every 6 months. ChargePoint may request evidence of this log from your Provider at any time during your subscription term. If preventive maintenance was not performed or the log cannot be provided, then your support plan will be voided.

3.5 Additional Provider Requirements. Your Provider must adhere to the on-site resolution instructions provided by ChargePoint after Diagnosis is completed, and after on-site resolution is complete, your Provider must provide any required documentation per the Work Order to prove work was completed and close the Work Order on Partner Portal. Your Provider's Training & Certification status must remain in good standing and be renewed as required. Your Provider must adhere to any local requirements including but not limited to permits, licenses, certifications, insurance, and payment of taxes. You are solely responsible for any work performed on-site. ChargePoint is in no way responsible or liable for any such work.

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

4. Support Process

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

- 1. Eligibility.** When you submit a CMLP support request for your Hardware, you are required to have a then-active CMLP subscription. Subscription verification can be done by reviewing the relevant Hardware's page on your ChargePoint Cloud Portal: na.chargepoint.com/admin/dashboard.
- 2. Contact ChargePoint Support.** If you have any support issues for your Hardware, please contact ChargePoint support (see [www.chargepoint.com/support for contact information](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 CMLP.

- If the issue can be resolved remotely, you will be contacted by ChargePoint.
- If the issue is not covered under CMLP, you will be quoted the then-current list price for replacement parts. Once the applicable replacement parts are installed in the applicable Hardware, such replacement parts will be included with such Hardware's CMLP coverage.
- If the issue requires on-site resolution, your Provider will receive instructions in the form for a Work Order that they will have to accept on that portal. If your Provider is unable to perform the on-site work, you will have the option to purchase ChargePoint's service repair labor. For the avoidance of doubt, any repair on Hardware that is performed under CMLP must be performed by a Provider certified by ChargePoint or else the support plan will be voided.

- 4. On-Site Resolution.** ChargePoint support will ship the replacement part to your Provider, so that they may proceed with on-site resolution. Once on-site scope is complete, your Provider must provide any required documentation per the Work Order to substantiate that such work was completed and close the applicable Work Order via Partner Portal. If the Work Order is not closed, ChargePoint may deny coverage for future support requests on that Hardware. If service repair labor was purchased from ChargePoint, then a ChargePoint-dispatched technician will schedule the repair with you.
- 5. Part Return.** Once the repair is complete, if required by the Work Order, your Provider must return the defective part to ChargePoint using the shipping container for the Replacement Part, and the prepaid return shipping label provided therein. If you purchased ChargePoint's service repair labor, ChargePoint's technician will return the defective part on your behalf. The defective part must be returned using a shipping container, equivalent to that of the Replacement Part, to prevent further damage to the defective part. If you do not return the defective part to ChargePoint, as required in this section, within 30 days of the delivery of the applicable Replacement Part, then ChargePoint may invoice you for up to 50% of the current list price of such Replacement Part. For more information regarding ChargePoint's return policy for Replacement Parts, please visit www.chargepoint.com/legal/support-services.

5. Service Levels

- 5.1 Service Level Matrix.** In connection with your CMLP subscription, ChargePoint will endeavor to deliver the support level objectives for Support Services ("Service Levels") as set forth in the "Service Level Category" table below. 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	
Severity		1	2	1	2
Outage		Yes	No	Yes	No
Service Levels	Response	1 Business Day	1 Business Day	1 Hour	1 Hour
	Diagnosis	2 Business Days	3 Business Days	12 hours	2 Business Days
	Part Delivery	4 Business Days	4 Business Days	4 Business Days	4 Business Days

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. **Standard.** This Service Level Category is applicable to your support plan if you purchased CMLP, as described in the applicable order.
- b. **Critical.** This Service Level Category is applicable to your support plan if you purchased CMLP Critical, as described in the applicable order.
- c. **Outage.** Issues which completely prevent the Hardware from dispensing electricity (i.e. inoperable station), or if the Hardware includes power modules, any failure of power modules.
- d. **Impairment.** Issues preventing the applicable Hardware from performing in accordance with its specifications, but such Hardware can dispense electricity (e.g., broken cable management kit).
- e. **Non-Critical.** Issues that do not constitute Outages or Impairments (e.g., general information requests) and does not require any repair to fix the applicable Hardware.
- f. **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.
- g. **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.
- h. **Diagnosis.** Time from Acknowledgement to (i) when ChargePoint issues a work order that confirms that onsite repair work is necessary; or (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.

6. Service Level Exclusions

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