

## ANNEX – NORTH AMERICA

### DATA PROCESSING AGREEMENT

This North America Data Processing Agreement (“**DPA**”) sets forth certain additional terms and conditions applicable to the processing of Personal Data in connection with the applicable Cloud Services to the extent that ChargePoint for such processing should be considered to be a processor (which is deemed to include a “service provider” as defined in the CCPA) as defined in Data Protection Laws. This DPA applies to and takes precedence over the Cloud Terms to the extent of any conflict. Capitalized terms not defined herein are defined as in applicable Data Protection Laws, the Cloud Terms, and applicable Supplemental Terms.

Subscriber and ChargePoint agree as follows:

1. **Definitions.** For purposes of this DPA:
  - a. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this DPA, where “control” refers to direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
  - b. “**Data Protection Laws**” means all applicable laws, regulations, and other legal or self-regulatory requirements in the United States and Canada relating to privacy, data protection, data security, breach notification, or the Processing of personal data, including without limitation, to the extent applicable, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, including its regulations and the amendments made by the California Privacy Rights Act of 2020 (“**CCPA**”), the Virginia Consumer Data Protection Act (“**VCDPA**”), the Colorado Privacy Act and related regulations (“**CPA**”), the Utah Consumer Privacy Act (“**UCPA**”), and the Connecticut Act Concerning Personal Data Privacy and Online Monitoring (“**CPDPA**”). For the avoidance of doubt, if the Parties’ Processing activities involving Personal Data are not within the scope of a given Data Protection Law, such law is not applicable for purposes of this DPA.
  - c. “**Data Subject**” means an identified or identifiable natural person to whom Personal Data relates, and is deemed to also refer to “consumer” as defined in Data Protection Laws.
  - d. “**Personal Data**” includes “personal data,” “personal information,” “personally identifiable information,” and analogous terms, as defined by applicable Data Protection Laws that ChargePoint Processes on behalf of Subscriber in relation to the Cloud Terms. For clarity, Personal Data does not include data processed by ChargePoint in its capacity as a Controller or Business, such as the processing of personal data by ChargePoint to: (i) improve its products and services, for example by analysing, disclosing, using and combining such personal data; (ii) analyze and compile information on use patterns; (iii) combine the personal data with other data which ChargePoint has collected and/or otherwise processes; and to (iv) determine the prices and other conditions of its products and services.
  - e. “**Process**” and its cognates “Processing,” “Processed,” etc. mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
  - f. “**Security Breach**” means any accidental or unlawful acquisition, destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data occurring on ChargePoint’s systems or otherwise under ChargePoint’s control.
  - g. “**Subprocessor**” means any third party or ChargePoint Affiliate that ChargePoint engages to Process Personal Data.
  - h. The terms “**Business**,” “**Controller**,” “**Processor**,” and “**Service Provider**” are defined as in Data Protection Laws. “Controller” is deemed to also refer to “Business,” and “Processor” is deemed to also refer to “Service Provider.”
2. **Roles of the Parties; Scope and Purposes of Processing.**

- a. This DPA applies to all Personal Data that ChargePoint Processes in relation to the Cloud Terms.
  - b. To the extent that Subscriber is the Controller of Personal Data, ChargePoint is its Processor. To the extent that Subscriber is a Processor of Personal Data, ChargePoint is its Subprocessor.
  - c. ChargePoint will Process Personal Data solely (i) in compliance with Data Protection Laws, including but not limited to all applicable provisions of the CCPA; (ii) on Subscriber's behalf; and (iii) to maintain and improve its Cloud Services and to otherwise fulfill its obligations to Subscriber under the Cloud Terms and this DPA. For the avoidance of doubt, ChargePoint will Process Personal Data solely to provide the Cloud Services to Subscriber during the term of the Cloud Terms and pursuant to the Cloud Terms for the business purposes set forth in Annex 1.
  - d. Subscriber retains the right to take reasonable and appropriate steps to (i) ensure that ChargePoint Processes Personal Data in a manner consistent with Data Protection Laws, and (ii) upon notice, stop and remediate unauthorized Processing of Personal Data, including any use of Personal Data not expressly authorized in this DPA.
3. **Personal Data Processing Requirements.** ChargePoint will, to the extent required by Data Protection Laws:
- a. Not retain, use, or disclose Personal Data outside of the direct business relationship between Subscriber and ChargePoint, or for any purpose (including any commercial purpose) not set forth in this DPA.
  - b. Not "sell" or "share" any Personal Data, or use Personal Data for purposes of "targeted advertising," as such terms are defined in Data Protection Laws.
  - c. Comply with any applicable restrictions under Data Protection Laws on combining Personal Data with personal data that ChargePoint receives from, or on behalf of, another person or persons, or that ChargePoint collects from any interaction between it and any individual.
  - d. Ensure that the persons it authorizes to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
  - e. To the extent required by Data Protection Laws, provide Subscriber with reasonable assistance and cooperation for the fulfilment of Subscriber's obligations under Data Protection Laws, including but not limited to Subscriber's obligation to (i) respond to requests by Data Subjects (or their lawful representatives) to exercise their rights under Data Protection Laws with regard to their Personal Data; (ii) perform any required data protection impact assessment of Processing or proposed Processing of Personal Data; and (iii) fulfill Subscriber's other obligations under Data Protection Laws. In the event of unreasonably frequent or excessive requests, ChargePoint may charge a reasonable fee for such assistance.
  - f. Notify Subscriber if ChargePoint determines that (i) it can no longer meet its obligations under this DPA or Data Protection Laws; or (ii) in ChargePoint's opinion, an instruction from Subscriber infringes Data Protection Laws.
4. **Data Security.** ChargePoint will implement appropriate administrative, technical, physical, and organizational measures to protect Personal Data. ChargePoint will provide the same level of protection for Personal Data as is required by the CCPA applicable to Subscriber.
5. **Security Breach.** ChargePoint will notify Subscriber of any known Security Breach without undue delay resulting from ChargePoint's Processing of Personal Data on behalf of Subscriber. The reporting of any Security Breach is not and will not be construed as an acknowledgment by ChargePoint of any fault or liability with respect to the Security Breach. ChargePoint will comply with the Security Breach-related obligations directly applicable to it under Data Protection Laws and will assist Subscriber in Subscriber's compliance with its Security Breach-related obligations, including without limitation by providing information about the Security Breach upon Subscriber's reasonable request.
6. **Subprocessors.**
- a. Subscriber acknowledges and agrees that ChargePoint may use Subprocessors to Process Personal

Data in accordance with this DPA and Data Protection Laws and consents to ChargePoint's use of its then-current Subprocessors. ChargePoint will make available the then-current list of its Subprocessors via ChargePoint's Trust Center at <https://trust.chargepoint.com/>. Where ChargePoint sub-contracts any of its rights or obligations concerning Personal Data to a Subprocessor, ChargePoint will: (i) take steps to select and retain Subprocessors that are capable of maintaining appropriate privacy and security measures to protect Personal Data consistent with applicable Data Protection Laws; and (ii) enter into a written agreement with each Subprocessor requiring it to comply with obligations at least as restrictive as those imposed on ChargePoint under this DPA.

7. **Audits.** To the extent required by Data Protection Laws, ChargePoint will make available to Subscriber information necessary to demonstrate compliance with this DPA. Such information will include, without limitation, to the security standards, policies and documentation available through ChargePoint's Trust Center or other applicable information security management portal or hub.
8. **Return or Destruction of Personal Data.** Except to the extent required otherwise by Data Protection Laws, ChargePoint will, at the request of the Subscriber, delete or return all the Personal Data it Processes on behalf of the Subscriber to the Subscriber within 90 days after the Cloud Terms has ended. Except to the extent prohibited by Data Protection Laws, ChargePoint will inform Subscriber if it is not able to return or delete Personal Data.
9. **Indemnification and Limitation of Liability.** To the extent permitted by Data Protection Laws, the Parties will indemnify each other and their liability will be limited as provided in the Cloud Terms.
10. **Changes to DPA and Term of DPA.**
  - a. ChargePoint is entitled to amend this DPA pursuant to the mechanism set out in this section.
  - b. After ChargePoint's publication of the then-current DPA, the Subscriber shall have the opportunity to object to such change in writing within two weeks after such publication. In case of such an objection, ChargePoint has the right to terminate the Cloud Terms including this DPA without damages within four weeks after Subscriber's first written notice of such objection.
  - c. If Subscriber has not objected pursuant to Section 10.c within two weeks after the aforementioned publication of the then-current DPA, the then-current DPA shall take effect as of the day set by ChargePoint in the DPA, or, if ChargePoint has not set such a date, within two weeks after notification pursuant to Section 10.b.
11. **Survival.** The provisions of this DPA survive the termination or expiration of the Cloud Terms for so long as ChargePoint or its Subprocessors Process Personal Data.

## Annex 1 to DPA

This annex describes the data processing on behalf of the Subscriber

A. If the Subscriber is using the Cloud Services of be.ENERGISED as described in the applicable Supplemental Terms, then the table below sets out the details of the processing by ChargePoint on behalf of the Subscriber:

Data types	Scope, nature, and purpose of the processing	Persons concerned
Personal master data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles.</p> <p>The following personal master data is processed:</p> <ul style="list-style-type: none"> <li>▪ End User number</li> <li>▪ first name</li> <li>▪ family name</li> <li>▪ address (street, postal code, town, country)</li> <li>▪ gender</li> <li>▪ date of birth</li> <li>▪ acquired titles</li> <li>▪ industry classification</li> <li>▪ VAT ID</li> <li>▪ company registration number</li> <li>▪ bank details consisting of IBAN, BIC and the name of the account-holding bank</li> </ul>	Any natural person authorized to use the services
Communication data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles as well as for the provision of related support or hotline services.</p> <p>The following communication data is processed:</p> <ul style="list-style-type: none"> <li>▪ phone number</li> <li>▪ telefax number</li> <li>▪ mobile phone number</li> <li>▪ mail address</li> </ul>	Any natural person authorized to use the services
Personal technical data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles.</p> <p>Personal technical data is the information required to uniquely identify a natural person within a network (e.g. tag ID of the RFID card) and the log information associated with a Charging Process, such as the amount of electricity consumed, location and usage time of the charging infrastructure.</p> <p>The following personal technical data is processed:</p> <ul style="list-style-type: none"> <li>▪ unique identifier of the Identification Medium</li> <li>▪ location of the Charging Station including information of the use</li> </ul>	Any natural person authorized to use the services

Contract master data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles.</p> <p>Contract master data are those conditions that have been agreed between the Subscriber and the Users.</p> <p>The following contract master data is processed:</p> <ul style="list-style-type: none"> <li>term of the contract</li> <li>conditions and fees</li> <li>Identification Media</li> </ul>	Any natural person authorized to use the services
Invoice and revenue data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles in case the Subscriber commissioned be.ENERGISED with the billing and dispatch of receipts.</p> <p>Invoice and turnover data mean the information that must be included in documents such as offers, delivery notes, invoices, or credit notes.</p> <p>The following invoice and turnover data are processed:</p> <ul style="list-style-type: none"> <li>document date</li> <li>document number</li> <li>total amount and currency</li> <li>line items with descriptions, numbers, and amounts</li> <li>name, address, and tax data of the document recipient</li> <li>name and address of the recipient of the goods/services</li> <li>payment status of the document</li> <li>date of document dispatch</li> </ul>	Any natural person authorized to use the services
Motion data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles.</p> <p>Motion data is the location data of the Charging Station where a Charging Process is performed. This information is entered in a database by be.ENERGISED and kept for document generation. Furthermore, motion data – aggregated and pseudonymised – is automatically processed in be.ENERGISED in order to be able to make predictions about future energy requirements and the availability of individual Charging Stations for the Subscriber and/or End User.</p> <p>The following motion data is processed:</p> <ul style="list-style-type: none"> <li>coordinates of the Charging Station</li> <li>address (street, postal code, town, country)</li> </ul>	Any natural person authorized to use the services
Usage data	<p>Storage in be.ENERGISED to ensure system stability and to predict future consumption and utilization profiles.</p> <p>The following usage data is processed in an aggregated and pseudonymized and automatically:</p> <ul style="list-style-type: none"> <li>energy quantity</li> <li>performance curve</li> <li>parking time</li> <li>unsuccessful or rejected authorization requests</li> <li>any other usage data associated with a Charging Process</li> </ul>	Any natural person authorized to use the services

Transaction data	<p>Storage in be.ENERGISED for the execution and billing of Charging Processes of electrically powered vehicles.</p> <p>Transaction data is the log data (Event Data Recorder, EDR) that is recorded during the performance of a Charging Process for its subsequent billing. If Roaming interfaces are used, the transaction data is transmitted to the Roaming partners activated by the Subscriber.</p> <p>The following transaction data is processed:</p> <ul style="list-style-type: none"> <li>identification data with which the Charging Process was started</li> <li>start and end time of the Charging Process</li> <li>duration of the Charging Process</li> <li>electricity consumed</li> </ul>	Any natural person authorized to use the services
Log data	<p>Storage in be.ENERGISED for tracking accesses via the administration interface in be.ENERGISED.</p> <p>The following log data is processed:</p> <ul style="list-style-type: none"> <li>mail address</li> <li>password</li> <li>accesses</li> <li>access times</li> </ul>	Any natural person authorized to use the services

All data shall be retained as long as a legal retention period is in place but at least for a period of one year, or until the Subscriber requests deletion of the data pursuant to Section 8 of the DPA.

- B. If the Subscriber is using the Cloud Services of Telematics as described in the applicable Supplemental Terms, then the table below sets out the details of the processing by ChargePoint on behalf of the Subscriber:

#### All Vehicle Telematics products

Data types	Scope, nature, and purpose of the processing	Persons concerned
Metadata (vehicle properties)	<ul style="list-style-type: none"> <li>Required: <ul style="list-style-type: none"> <li>VIN (and/or other vehicle identifiers such as license plate)</li> <li>Make, model, year and trim</li> <li>Vehicle name</li> <li>Body type</li> <li>Propulsion/energy type</li> </ul> </li> <li>Optional: <ul style="list-style-type: none"> <li>OEM Range (EVDB real range)</li> <li>Vehicle mass (curb weight)</li> <li>Vehicle dimensions</li> <li>Battery chemistry</li> <li>Battery capacity</li> <li>number of battery packs</li> </ul> </li> </ul>	Any natural person authorized to use the services
Company Account data	<ul style="list-style-type: none"> <li>Required: <ul style="list-style-type: none"> <li>company name</li> <li>address</li> <li>website</li> <li>billing details</li> </ul> </li> </ul>	Any natural person authorized to use the services

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Service usage information	<ul style="list-style-type: none"> <li>• device information (device type, OS, browser)</li> <li>• location (IP address)</li> <li>• log files</li> <li>• data on how a user used our dashboard (pageviews, visit duration, visit frequency, key presses, mouse events)</li> </ul>	Any natural person authorized to use the services

#### Vehicle Telematics: basic

Data types	Scope, nature, and purpose of the processing	Persons concerned
Asset data (data from the CAN-line of the vehicle)	<ul style="list-style-type: none"> <li>• Required: <ul style="list-style-type: none"> <li>○ Speed</li> <li>○ Odometer (mileage)</li> <li>○ High voltage battery Voltage and Current and/or Power / fuel rate</li> <li>○ SoC / fuel level</li> <li>○ GPS location</li> <li>○ Energy/fuel consumption by auxiliaries (only for FCEV and trolley)</li> <li>○ ignition</li> </ul> </li> <li>• Optional: <ul style="list-style-type: none"> <li>○ Diagnostic Messages (DM1) signals</li> <li>○ Cabin temperature</li> <li>○ Ambient temperature</li> <li>○ Tire (pressure) Status</li> <li>○ Brake lining</li> <li>○ Door status</li> <li>○ High voltage battery temperature</li> <li>○ Tell tale signals</li> <li>○ Engine speed (rpm)</li> <li>○ Engine total hours of operation</li> <li>○ Engine coolant temperature</li> <li>○ Engine oil temperature</li> <li>○ Service distance</li> </ul> </li> </ul>	Any natural person authorized to use the services

#### Vehicle Telematics: Insights (add-on)

Data types	Scope, nature, and purpose of the processing	Persons concerned
Asset data (data from the CAN-line of the vehicle)	<ul style="list-style-type: none"> <li>• <i>Optional:</i> <ul style="list-style-type: none"> <li>○ <i>Any additional signals provided by the vehicle OEM</i></li> </ul> </li> </ul>	Any natural person authorized to use the services

#### Vehicle Telematics: Battery Health (add-on)

Data types	Scope, nature, and purpose of the processing	Persons concerned
Asset data (data from the CAN-line of the vehicle)	<ul style="list-style-type: none"> <li>• Required: <ul style="list-style-type: none"> <li>○ Battery temperature min, max</li> <li>○ Cell voltage min, max</li> </ul> </li> <li>• Optional: <ul style="list-style-type: none"> <li>○ Current on module level</li> <li>○ Voltage on module level</li> </ul> </li> </ul>	Any natural person authorized to use the services

	<ul style="list-style-type: none"> <li>○ Temperatures min, max on module level</li> <li>○ SoC on module level</li> </ul>	
Metadata (battery properties)	<ul style="list-style-type: none"> <li>• Required: <ul style="list-style-type: none"> <li>○ Battery supplier</li> <li>○ Nominal battery capacity</li> <li>○ Nominal battery energy</li> <li>○ Battery chemistry</li> <li>○ Starting data sample date</li> <li>○ Starting operation date</li> </ul> </li> <li>• Optional: <ul style="list-style-type: none"> <li>○ Battery model</li> <li>○ Battery serial number</li> <li>○ Battery topology and wiring</li> <li>○ BMS manufacturer</li> <li>○ BMS version</li> <li>○ BMS firmware</li> <li>○ Operational mode</li> </ul> </li> </ul>	Any natural person authorized to use the services

#### Vehicle Telematics: EV Mode

Data types	Scope, nature, and purpose of the processing	Persons concerned
Asset data (data from the CAN-line of the vehicle)	<ul style="list-style-type: none"> <li>• Required <ul style="list-style-type: none"> <li>○ Drivetrain signals</li> </ul> </li> </ul>	Any natural person authorized to use the services
Metadata (drivetrain properties)	<ul style="list-style-type: none"> <li>• Required <ul style="list-style-type: none"> <li>○ Drivetrain manufacturer</li> <li>○ Drivetrain model</li> </ul> </li> </ul>	Any natural person authorized to use the services

All data shall be retained as long as a legal retention period is in place but at least for a period of one year, or until the Subscriber requests deletion of the data pursuant to Section 8 of the DPA.