

CHARGEPOINT DEPLOYMENT AND CONSULTING SERVICES TERMS AND CONDITIONS

1. Services. This ChargePoint Deployment and Consulting Services Terms and Conditions (“**Agreement**”) governs the provision of Services (defined below) by ChargePoint, Inc. (“**ChargePoint**”) to customer. The Services are complete when inspections conclude with no critical non-conformities found and the charging stations are ready for activation. The scope of this Agreement is for the Services only and does not include other services offered by ChargePoint (e.g., ChargePoint Cloud Plans). The term “Services” shall mean the services (each, a “**Service**”) provided to customer, as further described in the applicable ChargePoint Scope and Terms document (“Scope and Terms”) provided at <https://www.chargepoint.com/legal/deployment-consulting-services>.

2. Warranty; Other Disclaimers. THE 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 SCOPE AND TERMS. NO OTHER CHARGEPOINT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSOR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT, THE APPLICABLE SCOPE AND TERMS, OR IN ANY PROPOSAL, CONTRACT, REPORT, STATEMENT OF WORK OR OTHER DOCUMENT IN CONNECTION WITH THE 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.

3. Fees; Payment; Taxes. Customer shall pay ChargePoint the fees for the Services as set forth in the attached purchase order (or other ChargePoint ordering document). Customer payment terms shall be net thirty (30) days from the invoice date. Customer shall pay all applicable sales, use, excise, value added and other taxes, if any, associated with customer’s receipt of the Services, excluding taxes on ChargePoint’s income. All orders and payments are non-cancelable and non-refundable.

4. Customer Responsibilities. Customer agrees to: (i) provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations, including access to customer’s requisite personnel to address the Service required; (ii) promptly provide accurate and complete information as requested by ChargePoint in connection with the provision of any Service, (iii) maintain the premises in accordance with all applicable laws, regulations and rules; (iv) keep the areas in which electric vehicle (“EV”) charging station(s) are located in a clean, safe and orderly condition, to at least the same standard as customer customarily uses to maintain the remainder of customer’s premises; and (v) promptly notify ChargePoint in writing of any suspected defect with a charging station(s).

5. Confidentiality. Each party agrees not to use the other party’s confidential and proprietary information (“Confidential Information”) except in the performance of the 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 5 or any disclosure of Confidential Information to the receiving party.

6. Intellectual Property Rights.

(i) “Customer IP” means customer’s pre-existing or independently developed intellectual property rights.

(ii) “ChargePoint IP” means (a) ChargePoint’s pre-existing or independently developed intellectual property rights, (b) ChargePoint’s templates and tools used to provide 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 Services, (d) all reports, evaluations, findings, data and reports provided by ChargePoint to customer in the performance of 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 Customer IP incorporated in the Materials.

(iii) As between the parties, (a) customer owns all right, title and interest in and to the Customer 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. Each party reserves all rights not specifically granted to the other party under this Agreement or in the applicable 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 Services or otherwise, without the prior written consent of the other party.

(iv) Notwithstanding the above provisions in this Section 6, ChargePoint shall have the right to use, reproduce, and disclose the Materials (without attribution to customer). ChargePoint shall be free to provide material similar to the Materials to third parties whose needs may be similar to customer's requirements, without violating its confidentiality obligations hereunder to customer.

7. Feedback. "Feedback" shall mean any feedback, comments, suggestions or other input provided by customer in connection with the Services. Customer shall be under no obligation to provide Feedback and shall not provide any Feedback that violates the rights of any third party. Customer hereby grants 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. Service-Specific Additional Terms and Conditions.

- a. **Construction Project Management.** In the event that the Services include ChargePoint's consultative construction project management service, customer is responsible for directly entering into agreements between customer and its third-party contractor(s) (each, a "Contractor Agreement"). ChargePoint is not a party to Contractor Agreements and disclaims all liability (and customer shall ensure that ChargePoint has no liability) arising from or related to Contractor Agreements or any interactions between customer and any contractor or subcontractor engaged by or performing services for customer. ChargePoint is not responsible for any such contractor's or subcontractor's employees, agents, methods of construction, or failure to comply with any applicable laws or regulations.
- b. **Grant Support.** In the event the Services include ChargePoint's grant application support service, customer acknowledges and agrees ChargePoint does not guarantee that customer will attain a specific outcome or result from such service, including, without limitation, securing the applicable governmental grant funding for customer's EV charging project(s).

9. Term, Termination. This Agreement shall remain in full force and effect until completion of the Services as set forth in Section 1, 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 the Services. Upon the expiration or termination of this Agreement, customer shall pay to ChargePoint any unpaid fees for Services performed up to the effective date of the expiration or termination.

10. 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 CUSTOMER'S CASE, IN ADDITION TO THE FEES AND EXPENSES PAYABLE BY CUSTOMER IN CONNECTION WITH THE SERVICES) EXCEED THE TOTAL FEES AND EXPENSES DUE AND PAYABLE BY CUSTOMER IN CONNECTION WITH THE SERVICE OR SERVICES GIVING RISE TO THE LIABILITY.

11. 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 (other than with respect to any obligations of customer to pay for Services) 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.

12. 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 customer. The terms in this Agreement and in the applicable Scope and Terms constitute the complete agreement regarding any provision of 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 Scope and Terms or any other document the terms of this Agreement shall govern. In particular, any additional terms contained on customer's ordering instrument or other documents shall be of no force or effect. All sections of this Agreement which by their nature should survive termination shall survive the termination of this Agreement. This Agreement shall be governed by the laws of the State of California (other than its conflicts of laws provisions). The parties hereby consent to the exclusive jurisdiction of and venue in the state or federal courts located in Santa Clara County, California. 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. ChargePoint may, from time to time, make revisions to or amend this Agreement and/or Support Scope and Terms (individually and collectively defines as "Revisions"). Unless stated otherwise by ChargePoint, Revisions will be effective immediately. ChargePoint may require you to accept the Revisions to continue to use the Support Services. If you do not agree to the Revisions, then you should discontinue the use of the Support Services. Except as expressly permitted in this section, the Agreement and/or Support Scope and Terms may be amended only by a written agreement signed by authorized representatives of the parties.