

CHARGEPOINT PERSONAL CHARGING SERVICE AGREEMENT

ABOUT THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS

ChargePoint Personal Charging Service is an offering of ChargePoint, Inc. ("ChargePoint"), pursuant to which ChargePoint provides electric vehicle charging services (the "Services") to drivers with assigned parking spots and charging stations. You have requested permission from the property owner, property manager, or homeowners association, or other similar entity (collectively the "Charging Host") to obtain the Services. You have been provided an on-line enrollment form (the "Enrollment Request") describing the property at which the services will be provided (the "Property") and the price charged for the Services, as well as any additional charges charged by the Charging Host. This Agreement ("Agreement") provides the terms and conditions under which the Services will be provided to you ("you," "your," or "Customer") at the Property. For purposes of this Agreement, the term "Services" does not include ChargePoint owned or controlled websites such as ChargePoint.com or any ChargePoint mobile applications. Those websites and mobile applications have their own terms of service and policies. In order to obtain Services, you must have a ChargePoint Account. If you do not already have an account, you may obtain one at <https://na.chargepoint.com/register> or by downloading the ChargePoint mobile app.

ChargePoint may change its prices, fees, the Services and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, ChargePoint will provide you thirty (30) days prior notice (the "Notice Period") of any significant change to this Agreement. If you do not wish to agree to the change, you have the right to cancel your Services. However, if you continue to receive Services after the end of the Notice Period, you will be considered to have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose, and any such typed, handwritten or other changes shall be void and of no force or effect.

You may only enroll for Services if your Property has in place an agreement with ChargePoint for the provision of Services. You should consult with your Charging Host if you do not know if such an agreement exists.

This Agreement contains a binding arbitration provision in Section 12 that affects your rights under this Agreement with respect to all Services.

TERMS AND CONDITIONS

1. ACCEPTANCE OF THIS AGREEMENT

ChargePoint will not provide Services to you unless you have accepted this Agreement and agreed to be bound by its terms by clicking the "I agree" (or similar button indicating your acceptance) where indicated on the ChargePoint.com website or mobile application.

2. CHARGES AND BILLINGS

a. **Acquisition of Charging Stations.** By separate agreement, you or the Charging Host must acquire a ChargePoint Charging Station which will be used by ChargePoint to provide Services to you.

b. **Charges, Fees, and Taxes You Must Pay.** Unless your Charging Host decides to pre-pay for Services, you must pay a monthly fee ("Monthly Service Fee") in order to receive Services. Price information for the Services may be found in the Enrollment Request you use to sign-up for Services. In addition, your Charging Host may charge you a fee for using the charging station to charge your electric vehicle ("Session Fees"). A description of the Session Fees, if any, charged by the Charging Host, may be found in the ChargePoint mobile application or web portal. Session Fees will be collected from you by ChargePoint and remitted to the Charging Host. You agree to pay all Monthly Service Fees and Session Fees and other charges (if any) set by your Charging Host, applicable federal, state, and local taxes and fees (however designated), and applicable regulatory fees. **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** ChargePoint will provide you with notice and an effective date of any change in prices or fees, unless the change in price is related to a change in taxes, fees,

or assessments, in which case ChargePoint may elect not to provide notice except where required by applicable law. Your Property may charge you additional fees for using a parking spot, accessing the charging stations or electrical access. The imposition of such fees, and your payment of them, is between you and your Property or Charging Host, and ChargePoint shall have no liability of any kind related to such fees.

c. **Billing.** Unless the Charging Host decides to pre-pay for Services, you will be charged monthly, in advance, for your Monthly Service Fee. Session Fees, as well as any applicable taxes, will be deducted from your ChargePoint Account as incurred per the ChargePoint Account Agreement that you accepted when you created your ChargePoint Account. **YOUR INITIAL PAYMENT FOR THE FIRST MONTHLY SERVICE FEE (WHICH WILL BE PRO-RATED BASED UPON YOUR SERVICE START DATE) (the "INITIAL CHARGES") MUST BE RECEIVED PRIOR TO THE TIME CHARGEPOINT WILL BEGIN PROVIDING SERVICES TO YOU. YOU AUTHORIZE CHARGEPOINT TO CHARGE THE FULL AMOUNT OF THE INITIAL CHARGES TO YOUR PREFERRED PAYMENT METHOD AND TO RUN THE INITIAL CHARGES THROUGH YOUR CHARGEPOINT ACCOUNT IN THE MANNER DESCRIBED IN SECTION 2.d. "PAYMENT."**

ChargePoint's acceptance of any partial payment will not be deemed a waiver of its right to collect the full balance owed to it or of any other remedy ChargePoint may have as a result of your failure to provide payment in full. ChargePoint will apply any partial payment to any outstanding charges in the amounts and proportions that it determines.

d. **Payment.** By enrolling for Services, you authorize ChargePoint to charge the preferred payment method you provided when you signed up for your ChargePoint account. You expressly authorize ChargePoint to deduct the amount of your Monthly Service Fee and any Session Fees and applicable taxes and charges from your ChargePoint account. You further acknowledge and agree that you shall be solely responsible for any Session Fees set by the Charging Host and as described in this Section 2.

e. **When Your Payment Method is Declined.** ChargePoint will promptly notify you in the event that your payment method is declined. In such case, you shall promptly arrange an alternative form of payment with ChargePoint. It is your responsibility to keep your payment information up to date, and you agree to promptly update your payment information. Your use of a credit card or other method of payment to pay for the Services is governed by the agreement you have with the payment provider, and you must refer to that agreement to understand your rights and liabilities. If ChargePoint is not able to receive payment from your designated payment provider or its agents as described above, you agree to pay all amounts due upon demand.

f. **ChargePoint's Remedies for Late Payment or any Failure to Pay.**

- i. **Late or Non-Payments:** If you are late in payment, or fail to make any payment (in whole or in part), other than through ChargePoint's failure to bill your designated payment method/provider and collect payment through your ChargePoint account as described in Section 2.d., you may be billed fees, charges, and assessments related to such late or non-payment.
- ii. **Fees Not Considered Interest or Penalties:** ChargePoint does not anticipate that you will fail to pay for the Services on a timely basis. You understand that ChargePoint does not extend credit to customers. Any fees, charges, and assessments imposed by ChargePoint due to any late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of ChargePoint's costs resulting from such late payment or non-payment. ChargePoint's costs are difficult to calculate or to predict because ChargePoint cannot know in advance: (a) whether you will pay for the Services on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs ChargePoint will incur because of your late payment or non-payment.
- iii. **Collection Costs:** You agree to pay the reasonable costs of collection. Collection costs may include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.
- iv. **Suspension of Services:** ChargePoint reserves the right, in its sole discretion in accordance with applicable law, to suspend the provision of services to you if you fail to pay the full amount due for any or all of the Services.

g. **Fees Applicable to a Resumption of Services.** If you resume Services after any suspension, ChargePoint may require you to pay a reinstatement fee. The payment of these fees is in addition to your obligation to pay all past due charges and other fees. ChargePoint's agreement to reinstate the Services is subject to its credit policies, this Agreement and applicable law.

h. **Credit Inquiries.** YOU AUTHORIZE CHARGEPOINT TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. ChargePoint will not discriminate in the application of its credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either ChargePoint or its third party credit bureau will be done in conformance with the requirements of all applicable state or federal laws.

i. **Your Responsibilities Concerning Billing Questions.** If you believe a charge is in error and you intend to dispute it or if you intend to request a billing credit, you must contact ChargePoint within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days. The provisions of this Section 2.g. are subject to applicable law.

3. REFUNDABLE DEPOSIT

In certain circumstances, such as your failure to pay any amounts when due, ChargePoint may require you to pay a refundable deposit when your Services are activated or reactivated. If ChargePoint disconnects your Services or is otherwise required under applicable law to refund your deposit, ChargePoint will within forty-five (45) days (or any shorter period required by applicable law) return your deposit(s) to you (without interest unless otherwise required by law) less any amounts due on your account (including, without limitation, any amounts owed for the Services, for any Charging Station that is damaged, altered, or not left in place by you and any costs of collection).

4. CHANGES TO SERVICES

ChargePoint reserves the right to change its Services, any Charging Station provided to you in connection with the Services and its rates or charges, at any time with or without notice, except as required by law. ChargePoint also reserves the right to delete, add to, or otherwise change features or offerings contained in the Services, including, but not limited to, functionality. In the event ChargePoint decides to provide you notice, it may be provided via an e-mail, text or mobile phone notification, or using the latest contact information which you have provided to us. You may cancel your Services if you find any change unacceptable. However, your continued receipt of the Services after notice of any change given in any of the manners described above will constitute your acceptance of that change.

5. MAINTENANCE OF THE CHARGING STATION

Charging Station. For purposes of this Agreement, the term "Charging Station" means the electric vehicle charging station used by you in connection with the provision of the Services. The term "Charging Station" also includes any software, firmware, or other programs contained within the Charging Station.

Subject to the provisions of the immediately succeeding paragraph, ChargePoint agrees that, for so long as you or the Charging Host not opted out of the Maintenance Services (defined below) as part of the Services, and your account is in good standing, ChargePoint shall provide on-site labor to maintain the Charging Stations as necessary to keep them in proper working order (the "Maintenance Service"). Notwithstanding the foregoing, ChargePoint shall not provide Maintenance Service coverage for damages caused as a result of abuse, vandalism, accidents or negligence. You and, if applicable, the Charging Host, will cooperate with ChargePoint so that ChargePoint may remotely diagnose an issue with the Charging Station.

The Charging Stations are covered by a three (3) years parts exchange Warranty (the "Parts Warranty"). To the extent the Parts Warranty is no longer in effect, the owner of the charging station will need to purchase any parts required for repairs under the Maintenance Service.

Prior to initiation of Services, You or the Charging Host must install a separate gateway (the "Gateway"),

provided by CPI. The Gateway is a separate device to provide connectivity services to the ChargePoint Cloud Network. At all times, title to the Gateway vests in and remains, the property of CPI. After termination of this Agreement, ChargePoint shall have the right to remove the Gateway. ChargePoint shall maintain the Gateway as necessary to keep it in proper working order. Customer agrees that you shall not interfere with, or cause your agents to interfere with, ChargePoint in conjunction with the service, maintenance or removal of the Gateway, or in any other way interfere with ChargePoint's responsibilities under this Agreement to provide connectivity services to the ChargePoint Cloud Network. It is your responsibility to ensure that the Gateway is installed in a manner that will provide Cellular Connectivity to your Charging Station. ChargePoint undertakes no responsibility for, and shall have no liability with respect to, cellular connectivity to the Charging Station.

No Unauthorized Devices or Tampering: You agree not to tamper with or otherwise make any modification to the Charging Station. If you make or assist any person to make any modification to Charging Station or the Services or otherwise participate in tampering with the Charging Station, ChargePoint may terminate your Services and recover such damages as may result from your actions. You also agree that ChargePoint may recover damages from you for tampering, or assisting any other person with tampering, with any Charging Station for any purpose, including the unauthorized receipt of free electricity. You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Services or tampering with a Charging Station. As such, you agree to pay ChargePoint as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Services. The unauthorized receipt of the Services may also result in criminal fines and/or imprisonment.

6. USE OF SERVICES

You agree that your use of the Services and the Charging Station will be limited to your use of the Charging Stations for personal, non-commercial purposes at the location where the Charging Station is installed. You agree and represent that you will not resell or permit anyone else to resell the Services in whole or in part. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Charging Station and/or Services at the Property and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable ChargePoint policies including, but not limited to, acceptable use and privacy policies.. You agree to indemnify, defend and hold harmless ChargePoint and its affiliates (as defined below), suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) arising out of the use of the Services, the Charging Station or the breach of this Agreement or any of the applicable ChargePoint policies by you or any other user of the Services at the Property. For purposes of this Agreement, the term "affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with ChargePoint.

7. AVAILABILITY OF ELECTRICITY AND POWER MANAGEMENT

Under no circumstances will ChargePoint be liable for damages or inconveniences caused by the loss or reduction of power, availability of electricity, or access to the Charging Station. Based on its agreement with ChargePoint, your Property may choose to activate certain "Power Management features" which may vary the amount of electricity that is available to your Charging Station at any given time.

8. ASSIGNABILITY

This Agreement and the Services furnished hereunder may not be assigned by you. ChargePoint may freely assign its rights and obligations under this Agreement with or without notice to you.

9. TERMINATION OF THIS AGREEMENT

a. **Term.** This Agreement will be in effect from the time that the Services are activated until it is either terminated as provided for by this Agreement or replaced by a revised Agreement.

b. **Termination by You.** You may terminate this Agreement for any reason at any time by notifying ChargePoint in one of two ways: (1) sending an email or (2) calling our customer service line during normal business hours. Both the email and customer services numbers may be found at www.chargepoint.com/help. Upon receiving your request, ChargePoint will disable your access to the Charging Station and your use of the Services. Subject to applicable law, all applicable fees and charges for the Services will accrue until this Agreement has terminated and your access to the Services have been disabled; provided that, notwithstanding anything to the contrary contained in this Agreement, you will not be entitled to the repayment of any prepaid Services fees and ChargePoint will not refund such

fees.

c. **Termination of Services by your Property.** If your Property terminates its Service Agreement with ChargePoint, the Charging Station can be used as a non-networked charging station in accordance with the limited hardware warranty with no authentication, billing, energy management or other network-enabled capabilities.

d. **Moving the Charging Station to a different property without the proper written authorizations from ChargePoint will automatically result in the termination of this Agreement.** If you own the Charging Station, you may move the Charging Station to a different property which may or may not have a Service Agreement with ChargePoint. If such property has a service agreement with ChargePoint you will need to re-enroll in Services at such new property. If such property does not have a Service Agreement with ChargePoint, the station can be used as a non-networked charging station in accordance with the limited hardware warranty with no authentication, billing, energy management or other network-enabled capabilities.

e. **Suspension and Termination of Services by ChargePoint.** ChargePoint reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Services if (1) you use the Services in a manner that does not comply with the terms of this Agreement or (2) ChargePoint reasonably believes that your use of the Services may violate any law (including, without limitation, any statutes, regulations, administrative pronouncements or judicial decision).

f. **Your Obligations upon Termination.** Upon termination of this Agreement for any reason, you agree to do all of the following:

- i. Immediately cease all use of the Services
- ii. If ChargePoint has not terminated its Service Agreement with your Property the Charging station will be locked and unavailable for use unless it is removed from the Property or disconnected by the Property from the Property's ChargePoint Account.
- iii. If ChargePoint has also terminated its Service Agreement with your Property and you own the Charging Station, then you can use your station as a non-networked charging station in accordance with the limited hardware warranty with no authentication, billing, energy management or other network-enabled capabilities—to the extent that your Property authorizes such use.
- iv. Except as may otherwise be required by law, pay in full for your use of the Services up to the date that this Agreement has been terminated and the Services are disabled; and
- v. If the Charging Station is not owned by you, leave the Charging Station in place at the location it was installed, otherwise, you will be charged the amount set forth in the current pricing lists for such Charging Station, or the revised amount for which you receive notice; if no amount has been specified for the particular model of Charging Station, you will be charged fair market value for a new replacement. You may also be charged incidental costs that are incurred in replacing the Charging Station.

10. SERVICES ARE PROVIDED "AS IS"; CELLULAR CARRIER LIABILITY RELEASE

a. **Services are provided "As-Is".** EXCEPT AS PROVIDED HEREIN, THE CHARGING STATION AND THE SERVICES ARE PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CHARGEPOINT NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE CHARGING STATION OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER CHARGEPOINT NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

b. **Cellular Carrier Liability Release.** IN ORDER TO DELIVER THE SERVICES,

CHARGEPOINT HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CHARGEPOINT AND THE UNDERLYING CARRIER. YOU UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO YOU, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO YOU, AND YOU UNDERSTAND THAT ANY SUCH NUMBER CAN BE CHANGED. YOU UNDERSTAND THAT CHARGEPOINT AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

11. LIMITATION OF CHARGEPOINT'S LIABILITY

a. **Application.** The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of ChargePoint and its underlying third-party service providers, agents, suppliers, distributors, licensors and business partners (and their respective officers, employees, agents, contractors or representatives) which, but for this Section, would give rise to a cause of action in contract, tort or under any other legal doctrine.

b. **Other Services or Equipment.** BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST CHARGEPOINT FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE CHARGING STATION OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, EQUIPMENT OR YOUR VEHICLE. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 9.

c. **Software and Cloud Services.** When you use certain features of the Services, such as online features (where available), you may require special software, applications, and/or access to the Internet. ChargePoint makes no representation or warranty that any software or application installed on your equipment, downloaded to your equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any of your equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Services if a virus or other harmful feature or software is found to be present on your equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your equipment. NEITHER CHARGEPOINT NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

In addition, as part of the installation process for the software and other components of the Services, system files on your equipment may be modified. ChargePoint does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any equipment including without limitation your computer(s) or other electrical devices, or cause the loss of files. ChargePoint does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any equipment, including, but not limited to, your computer(s) and other electrical devices. FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER CHARGEPOINT NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

d. **Disruption of Service.** ChargePoint shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; failure of any signal at the transmitter; failure of any services provided by the cellular carrier; changes in reception at your property; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services. In all other cases of an interruption of the Services directly caused by ChargePoint's acts or omissions, you shall be entitled upon a request made within sixty (60) days of such interruption, to a pro rata credit for any Services interruption exceeding two business days after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Services interruption and excludes all nonrecurring charges (such as Session Fees charged by your Property) and other one-time charges, as well as any regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICES. Any credits provided by ChargePoint are at its sole discretion and in no event shall constitute or be construed as a course of conduct by ChargePoint.

e. **Damages.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER CHARGEPOINT NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TRESPASS, CONVERSION, TORT OR CONTRACT) HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS:

- i. Any direct, indirect, incidental, special, treble, punitive, exemplary, or consequential losses or damages (including, but not limited to, loss of profits, loss of earnings, loss of business opportunities, personal injuries, or death) that result directly or indirectly from or in connection with: (a) your reliance on or use of the charging station or the services; (b) the installation, self-installation, maintenance, failure, or removal of the services (including, but not limited to, any mistakes, omissions, interruptions, computer or other hardware or software breach, failures or malfunctions, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in transmission, or failure of performance of the services, the charging station, or the customer equipment, or any other mistakes, omissions, or loss of information or data); (c) the use of charging station or customer equipment to provide the services, including, but not limited to, damages resulting from others accessing customer equipment, ChargePoint's network, or the contents of your transmissions made through the services; or
- ii. Any losses, claims, damages, expenses, liabilities, legal fees, or other costs that result directly or indirectly from or in connection with any allegation, claim, suit, or other proceeding based upon a contention that the use of the charging station or the services by you or any other person or entity infringes upon the contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property rights of any third party.

f. **Customer's Sole Remedies.** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your State does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those States, the liability of ChargePoint and its employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.

g. **Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

12. INDEMNIFICATION AND LIABILITY OF CUSTOMER

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CHARGEPOINT AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICES OR THE CHARGING STATION OR (B) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

13. BINDING ARBITRATION

a. **Purpose.** If you have a Dispute (as defined below) with ChargePoint that cannot be resolved through an informal dispute resolution with ChargePoint, you and ChargePoint agree to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

b. **Definitions.** The term "Dispute" means any dispute, claim, or controversy between you and ChargePoint regarding any aspect of your relationship with ChargePoint, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "ChargePoint" means ChargePoint and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

c. **Initiation of Arbitration Proceeding/Selection of Arbitrator.** The party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, www.adr.org under the Commercial Arbitration Rules of the American Arbitration Association "AAA".

d. **Arbitration Procedures.** Because the Services provided to you by ChargePoint concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from ChargePoint may apply to and govern the substance of any Disputes. No state statute pertaining to arbitration shall be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with ChargePoint. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for

any appellate right which exists under the FAA.

e. **Restrictions:**

(i) YOU MUST CONTACT CHARGEPOINT WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH YOU MUST CONTACT CHARGEPOINT WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 2 OF THIS AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(ii) ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

f. **Location of Arbitration.** The arbitration will take place at a location convenient to you in the area where you receive the service from ChargePoint.

g. **Payment of Arbitration Fees and Costs.** CHARGEPOINT WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN CHARGEPOINT'S FAVOR, YOU SHALL REIMBURSE CHARGEPOINT FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE CHARGEPOINT FOR ANY OF THE FEES AND COSTS ADVANCED BY CHARGEPOINT. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, CHARGEPOINT WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

h. **Severability.** If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court. In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and ChargePoint have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

i. **Exclusions from Arbitration.** YOU AND CHARGEPOINT AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY CHARGEPOINT THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

j. **Continuation.** This Arbitration Provision shall survive the termination of your Services with ChargePoint.

13. CUSTOMER PRIVACY NOTICE AND SECURITY

a. ChargePoint will provide you with a copy of its customer privacy notice at the time we enter into an agreement to provide any Services to you, and annually afterwards, or as otherwise permitted or required by law. You can view the most current version of our privacy notice by going to <http://www.chargepoint.com/privacy>.

b. To the extent ChargePoint is expressly required to do so by applicable law, it will provide notice to you of a breach of the security of certain personally identifiable information about you. It is

ChargePoint's policy to provide such notice to you in the manner set forth in Section 14.

14. GENERAL

a. **Entire Agreement.** This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and ChargePoint with respect to the subject matter of this Agreement, and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. ChargePoint does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and ChargePoint nor trade practice shall act to modify any provision of this Agreement.

b. **Additional Representations and Warranties.** In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

i. **Age:** You are at least 18 years of age.

ii. **Customer Information:** During the term of this Agreement, you have provided and will provide to ChargePoint information that is accurate, complete and current, including without limitation your legal name, address, telephone number and payment data (including without limitation information provided when authorizing recurring payments). You agree to notify us promptly, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information is a breach of this Agreement.

c. **Protection of ChargePoint's Information and Marks.** The Services, Charging Station and related documents are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of ChargePoint and its affiliates are and shall remain the exclusive property of ChargePoint. Nothing in this Agreement shall grant you the right or license to use any of the marks.

d. **Export Laws.** You expressly agree to comply with all applicable export and re-export laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of such laws or their implementing regulations.

e. **Retention of Rights.** Nothing contained in this Agreement shall be construed to limit ChargePoint's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, ChargePoint and its suppliers reserve the right to delete all your data or other Customer information that is stored on ChargePoint's or its suppliers' servers or systems.

15. NOTICE METHOD FOR CHANGES TO THIS AGREEMENT

We will provide you notice of changes to this Agreement consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by e-mail, or by other permitted communication. If you find the change unacceptable, you have the right to cancel your Services. However, if you continue to receive the Services after notice of the change has been provided in one of the manners described above, ChargePoint will consider this your acceptance of the change.