

## ANNEX: CP FED CLOUD

These ChargePoint CP Fed Cloud Terms of Service (“**Terms**”) take effect as of your first access of the ChargePoint’s FedRAMP region (“**Effective Date**”). These Terms supplement and amend the agreement by and between Subscriber and ChargePoint governing Subscriber’s use of the Cloud Services (“**Base Agreement**”). As of the Effective Date, Base Agreement means Cloud Terms. All capitalized terms used but not defined in these Terms shall have the meanings ascribed to such terms in the Base Agreement. These Terms may be updated by ChargePoint from time to time upon reasonable notice (which may be provided through the Cloud Services or by posting an updated version of these Terms), provided, however, that no such update shall materially diminish ChargePoint’s obligations under Section 5 below.

**1. New Defined Terms.** The following new defined terms are added to the Base Agreement:

**1.1. “Agreement”** means the Base Agreement and these Terms.

**1.2. “CUI Data” or “Controlled Unclassified Information”** means a category of unclassified information that the U.S. federal government creates or possesses. CUI Data includes, without limitation, information that a third party entity creates or possesses on behalf of the U.S. federal government. CUI Data is subject to specific safeguarding and dissemination controls as required by the DoD CUI Program, established through Executive Order 13556.

**1.3. “FedRAMP”** means the Federal Risk and Authorization Management Program.

**1.4. “U.S. Government Contractor”** means a commercial entity that is required to process data provided by a U.S. Government Subscriber to perform a prime contract or subcontract with or for such entity.

**1.5. “U.S. Government Subscriber”** means a Subscriber that is (i) a U.S. Federal, state, or local government entity; and/or (ii) a tribal government entity.

**1.6. “U.S. FedRAMP Account”** means U.S. Government Subscriber’s Cloud Services account(s) when hosted in the U.S. FedRAMP Region.

**1.7. “U.S. FedRAMP Region”** means ChargePoint’s Amazon Web Services CP Fed Cloud deployment, and other ChargePoint deployments that are expressly designated by ChargePoint for use by U.S. Government Subscribers and U.S. Government Contractors, as set forth in the Documentation.

**1.8. “U.S. FedRAMP Security Program”** is defined in Section 5 of these Terms.

**2. Scope.** These Terms apply to Subscriber’s use of and access to the Cloud Services when hosted in the U.S. FedRAMP Region.

### **3. Authorized Subscribers.**

**3.1. U.S. Government Subscriber and U.S. Government Contractor Use.** Use of and access to the Cloud Services when hosted in the U.S. FedRAMP Region is limited to U.S. Government Subscribers and U.S. Government Contractors. Where Subscriber is a U.S. Government Contractor, it shall only provision and use its U.S. FedRAMP Account(s) in fulfillment of its contract(s) with a U.S. Government Subscriber.

**3.2. Exception.** ChargePoint may, subject to the approval of the General Services Administration (GSA), permit a Subscriber that is not a U.S. Government Subscriber or U.S. Government Contractor to use and access the Cloud Services when hosted in the U.S. FedRAMP Region. In such case, Subscriber understands and agrees

that Subscriber's use of and access to the Cloud Services when hosted in the U.S. FedRAMP Region may, upon notice, be modified or terminated by ChargePoint: (i) in order for ChargePoint to comply with FedRAMP (or its successor); (ii) in order for ChargePoint to maintain its existing authorizations (or successor or equivalent authorizations) or to obtain a new or higher authorization, certification or compliance level; (iii) as directed or required by the underlying cloud service provider; and/or (iv) as required by applicable laws and regulations.

**3.3. Prohibited Use.** Use of and access to the Cloud Services when hosted in the U.S. FedRAMP Region other than in accordance with Sections 3.1 and 3.2 is strictly prohibited. Any such use shall be deemed a breach of these Terms and the Agreement and ChargePoint reserves the right to immediately terminate all such unauthorized use.

**4. Subscriber Content and Services.** Notwithstanding any provision to the contrary in the Base Agreement, but expressly subject to these Terms:

**4.1.** Subscriber may upload Subscriber Content and Services that is subject to FedRAMP in its U.S. FedRAMP Account(s), so long as such U.S. FedRAMP Account is within a deployment in the U.S. FedRAMP Region that supports such standard(s), as detailed in the Documentation;

**4.2.** Subscriber may not place any CUI Data in its U.S. FedRAMP Account(s); and

**4.3.** Subscriber will be solely responsible for sanitization costs incurred by ChargePoint and its subcontractors, without application of any limitation of liability or damages caps in the Agreement, if Subscriber introduces Subscriber Content and Services that (i) qualifies as CUI Data; or (ii) is otherwise prohibited for use in its U.S. FedRAMP Account(s) or uses the Cloud Services when hosted in the U.S. FedRAMP Region in connection with such data in violation of the Agreement.

**5. ChargePoint Obligations.** ChargePoint maintains a documented security program for the U.S. FedRAMP Region under which ChargePoint has implemented and maintains administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of the Cloud Services when hosted in the U.S. FedRAMP Region and Subscriber Content and Services in accordance with such security program (the "**U.S. FedRAMP Security Program**").

**5.1.** ChargePoint has obtained certain U.S. Federal and/or state government authorizations for the Cloud Services when hosted in the U.S. FedRAMP Region (e.g., FedRAMP), as further detailed in the Documentation. For so long as Subscriber is using the Cloud Services when hosted in U.S. FedRAMP Region pursuant to these Terms, ChargePoint will use commercially reasonable efforts to maintain its authorizations in effect as of the Effective Date (or successor or equivalent authorizations, as reasonably determined by ChargePoint) at the current or a higher authorization level.

## **6. Subscriber Obligations Generally – Cloud Services Hosted in the U.S. FedRAMP Region.**

**6.1.** Subscriber represents, warrants, and agrees that it is either a U.S. Government Subscriber or a U.S. Government Contractor. Subscriber agrees that ChargePoint may require it to produce evidence of compliance with the foregoing requirements in order to use and access the Cloud Services when hosted in the U.S. FedRAMP Region.

**6.2.** Subscriber represents and warrants that it is not subject to U.S. export restrictions or sanctions and is not suspended or debarred from contracting with any U.S. governmental entities. Subscriber will ensure that its use of the Cloud Services when hosted in the U.S. FedRAMP Region complies with applicable U.S. export control laws, including properly managing: (i) access to the U.S. FedRAMP Account; (ii) application of appropriate encryption safeguards; and (iii) the movement of Subscriber Content and Services outside of the

U.S. FedRAMP Region (including through the use of replication or data sharing features). If requested by ChargePoint, Subscriber agrees to provide ChargePoint with documentation and cooperation to verify the accuracy of the representations and warranties set forth in this Section 6.

**6.3.** The Documentation may explain how the Cloud Services operates in the U.S. FedRAMP Region, including the availability and operation of certain service features. Subscriber is responsible for reading, understanding, and complying with the Documentation.

## **7. Miscellaneous.**

**7.1. Term.** These Terms are effective as of the Effective Date and will remain in effect for so long as U.S. Government Subscriber is using the Cloud Services when hosted in the U.S. FedRAMP Region, unless terminated earlier in accordance with the Agreement. These Terms and/or any access to the U.S. FedRAMP Region may be immediately terminated by ChargePoint if Subscriber ceases to meet applicable eligibility requirements for any deployment in the U.S. FedRAMP Region.

**7.2. Assignment.** Notwithstanding anything to the contrary in the Base Agreement: (i) Subscriber may not assign these Terms without the advance written consent of ChargePoint; (ii) ChargePoint may assign these Terms without Subscriber's consent in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of ChargePoint's assets or voting securities to a successor; and (iii) ChargePoint may assign these Terms to a ChargePoint Affiliate.

**7.3. Confidentiality.** Notwithstanding any provision to the contrary, ChargePoint may disclose Subscriber's confidential information as required by law or regulation, and to comply with and maintain its authorizations and certifications, including, without limitation, its U.S. government authorizations. If ChargePoint is so required to disclose Subscriber's confidential information, then ChargePoint shall, to the extent permitted, provide Subscriber with advance written notification and cooperate in any effort to obtain confidential treatment of such confidential information.

**7.4. Severability; Interpretation.** If a court of competent jurisdiction holds any provision of these Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these Terms will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of these Terms.

**7.5. Entire Agreement; Conflict.** The Agreement (as may be amended in accordance with its terms), are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of these Terms. Except as specifically set forth in these Terms, all terms and conditions of the Base Agreement remain in full force and effect. In the event of any conflict between these Terms and the Base Agreement, these Terms will control with respect to the subject matter herein.