

CHARGEPOINT MASTER SUPPORT SERVICES TERMS AND CONDITIONS

- 1. Description of Support Services.** These ChargePoint Master Support Services Terms and Conditions (“**Agreement**”) governs the provision of Support Services (defined below) by ChargePoint, Inc. (“**ChargePoint**”) to customer (“**you**” and “**your**”). Each subscription plan for Support Services (“**Subscriptions**”) provides Support Services-related coverage to you for the ChargePoint-covered charging stations and related hardware peripherals (“**Hardware**”) and may include a combination of remote support, parts and labor coverage, as further described in the applicable Support Scope and Terms. Each Subscription is offered by the applicable ChargePoint entity or entities referenced under “Entities” section below and is valid for US and Canada only. The scope of this Agreement is only for Support Services and does not include other services offered by ChargePoint (e.g., ChargePoint cloud plans) or products not described in the applicable Support Scope and Terms (e.g. ChargePoint’s Home Flex products or any of its successors). “**Support Services**” shall mean the service(s) provided to you subject to this Agreement and the applicable ChargePoint Support Services Scope and Terms (“**Support Scope and Terms**”) found at www.chargepoint.com/legal/support-services. This Agreement and Support Scope and Terms may be amended from time to time by ChargePoint.
- 2. Subscriptions.**
 - 2.1 Service Term and Renewal.** Each Subscription that you purchase will commence ninety (90) days after the invoice date of such Subscription and will continue for the term purchased via the applicable invoice or purchase order (“**Service Term**”). ChargePoint will send you an invoice for your Subscription on or after the date the applicable Hardware is shipped to you. Upon expiration of your initial Service Term, your Subscription will renew automatically for successive one-year periods (each a “**Renewal Term**”). Renewal Terms will commence on the date of the expiration of the initial Service Term or prior Renewal Term, as applicable
 - 2.2 Transfer.** If you sell or divest yourself of the applicable Hardware and wish to transfer or otherwise assign in any manner the applicable Subscription a third party, then you must provide 60 days prior written notice to ChargePoint of such sale or divestiture of Hardware. Failure to provide such prior notice will void the applicable Subscription for any successor third party.
 - 2.3 Commencement.** Your Hardware will be covered by the applicable Subscription starting after the Hardware has been delivered, installed, and activated (subject to the applicable requirements of ChargePoint) and until the end of the Service Term. Note that certain Hardware and corresponding Subscriptions may require you to fulfill certain activation obligations prior to the commencement of the applicable Support Services (for more details see the Installation, Commissioning and Activation Scope and Terms located at www.chargepoint.com/legal/deployment-consulting-services) (“**Deployment and Consulting Scope and Terms**”).
 - 2.4 Term and Termination.** This Agreement and applicable Support Scope and Terms shall remain in full force and effect until completion of Service Term or Renewal Term, 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 Support Services. All sections of this Agreement which by their nature should survive termination and/or expiration of this Agreement shall survive such termination and/or expiration.

If you exercise the termination rights described in this section, then you acknowledge and agree (a) you will be required to pay ChargePoint the full balance of fees you owe for the then-current Subscription; and (b) if you prepaid for the then-current Subscription, then you are not entitled to, and ChargePoint is not obligated to provide you in any manner, a refund of such prepayment. If you wish to terminate your Subscription pursuant to this section, ChargePoint will issue a pro-rata refund of any funds paid from the effective date of termination to the end of the applicable Service Term or Renewal Term. For termination for any other reason, you will not be entitled to any refund.

2.5 Reinstatement Fee. If you terminate the applicable Subscription during a Renewal Term and wish to reinstate such Subscription at a later date, such reinstatement will be subject to the payment of fees for the time period that lapses after such termination and prior to the reinstatement, plus any reasonable reinstatement fees charged by ChargePoint.

2.6 Payment. Payment for Subscriptions is due within thirty (30) days of the invoice date. All payment obligations are non-cancelable and non-refundable. Late payment shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by the applicable jurisdiction. You will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount is more than thirty (30) days overdue, ChargePoint may (a) terminate the applicable Subscription or (b) withhold Subscription coverage until ChargePoint has received payment in full. All payments shall be made in U.S. Dollars (or if you are based out of Canada, Canadian dollars) and may be made by wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement and/or Support Scope and Terms. Fees payable to ChargePoint do not include any taxes, and you are responsible for all such taxes.

2.7 Purchase after Activation. If you wish to purchase a Subscription after the activation of the applicable Hardware, then you will need to provide ChargePoint written evidence that there are no outstanding repair or defect issues with such Hardware. Approval of the activation of Subscription, as described in this section, will be at ChargePoint's sole discretion.

2.8 Relocation of Hardware. Any relocation of Hardware from its original installation location (including, without limitation, to any approved transfer pursuant to Section 2.2) will require (a) re-Activation (as further described in the Deployment and Consulting Scope and Terms); and (b) re-Commissioning (as further described in separate the Deployment and Consulting Scope and Terms) if Hardware is a DC charging station.

2.9 Maximum Service Term. ChargePoint will not sell or make available Subscriptions beyond the useful life of the applicable Hardware, i.e., 10 years after its initial activation. ChargePoint, in its sole discretion, may amend from time to time the calculation of the useful life of any Hardware.

3. Support Services.

3.1 Coverage. If included in your applicable Subscription, ChargePoint will provide parts and/or labor coverage for the applicable Hardware.

3.2 Covered Hardware. Unless otherwise described in the applicable Support Scope and Terms, only certain Hardware purchased from ChargePoint or an authorized ChargePoint distributor or reseller may receive Support Services. Please refer to the Scope and Terms for a list of Hardware covered by the applicable Subscription.

3.3 Active Cloud Plan Requirement. Unless otherwise described in the applicable Support Scope and Terms, you must maintain an active ChargePoint cloud plan to receive Support Services.

3.4 Replacement Parts. If the then-current Subscription provides “parts cost coverage” for replacement hardware components and/or Hardware that ChargePoint uses to repair and/or replace your defective Hardware (“**Replacement Parts**”), then Replacement Parts will be provided at no charge. You acknowledge and agree Replacement Parts may be remanufactured or reconditioned (a) hardware components of Hardware; or (b) Hardware if such Hardware is no longer manufactured; provided, that ChargePoint will use reasonable efforts to provide such Hardware that provides substantially similar functionality. Any Replacement Parts provided to you via a Subscription will become your property and all parts and/or Hardware returned by you or your authorized representative to ChargePoint in connection with any Support Services will become the property of ChargePoint.

3.5 Your Responsibilities. You agree to: (a) provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations, including access to your requisite personnel and physical site, to address the required Support Services; (b) promptly provide accurate and complete information as requested by ChargePoint in connection with the provision of any Support Services; (c) maintain the physical site in which Hardware is located in accordance with all applicable laws, regulations and rules; and (d) keep the physical site in which Hardware is located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your sites and/or premises.

3.6 Exclusions. The following issues are not covered by Support Services:

- a. **Damage and Misuse.** Damage to Hardware caused by you and/or third parties, including, without limitation, abuse, negligence, vandalism, accidents, or any other events. In addition, any use of the Hardware in a manner that is not in compliance with the specifications of Hardware, as described in the applicable ChargePoint documentation.
- b. **Cosmetic Damage.** Cosmetic damage to Hardware such as scratches and dents.
- c. **Normal Aging and Discoloration.** Normal aging or discoloration of Hardware due to exposure to environmental elements.
- d. **Unapproved Deployment or Alteration.** Installation, operation, alteration, modification, or relocation of the Hardware or firmware incorporated in such Hardware that was not approved in writing by ChargePoint.
- e. **Force Majeure.** Force majeure events or unforeseeable circumstances beyond ChargePoint’s reasonable control that prevent ChargePoint from performing its Support Services-related obligations.
- f. **Lack of Commissioning.** DC charging station(s) that has not undergone Commissioning, as such term is described in Deployment and Consulting Scope and Terms.
- g. **Fraudulent Actions.** Fraudulent actions or omissions in connection with Support Services-related requests, e.g. removal or alteration of the serial number of the applicable Hardware.

- h. **Unapproved Interfaces.** Use of Hardware with software, interfaces, parts or supplies not approved in writing by ChargePoint.
- i. **Interoperability.** Vehicle-to-Hardware interoperability or communication issues, including, without limitation, testing on non-commercially available vehicles.
- j. **Timely Notification.** If you do not notify ChargePoint on a timely basis (as reasonably determined in ChargePoint's discretion) of the Hardware-related issue (e.g. inability to dispense energy) or impairments (can charge but impaired, limited or modified safe operation of the charger is required) as soon as you first become aware of such issue.
- k. **Certification.** If the installation or maintenance of Hardware is performed by a technician not certified by ChargePoint.
- l. **Hardware Not Covered by Support Services.** ChargePoint takes no responsibility or liability with respect to repairing, replacing, monitoring, or servicing anything other than Hardware covered by a then-current Subscription. For example, ChargePoint is not responsible for the physical mounting and electrical wiring of Hardware, performance of any cellular or Wi-Fi repeaters connected to Hardware, or third-party hardware accessories installed with Hardware that are not covered by Support Services, including, without limitation, skid mounts.
- m. **Customer Responsibilities.** If by your action or inaction you do not comply with your responsibilities as described in Section 3.5.
- n. **Cloud Issues.** Issues related to your ChargePoint cloud services (e.g., Cloud Plan or Fleet Ops). Notwithstanding the foregoing, issues related to your software embedded within the applicable Hardware (e.g., firmware) are covered by the applicable Support Services.

3.7 Service Levels

- a. **Service Level Matrix.** In connection with the applicable Subscription(s), ChargePoint will use commercially reasonable efforts to provide the support level objectives for Support Services ("Service Levels") as set forth in the "Service Level Category" table below. For more details on which Service Levels apply to your Subscription, please refer to the applicable Support Scope and Terms. 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	3	1	2	3
Type of Hardware-Related Issue		Outage	Impairment	Non-Critical	Outage	Impairment	Non-Critical
Service Levels	Response	1 Business Day	2 Business Days	3 Business Days	1 Hour	1 Business Days	2 Business Days
	Diagnosis	2 Business Days	3 Business Days	-	12 Hours	2 Business Days	-
	Resolution	5 Business Days	6 Business Days	-	24 Hours	5 Business Days	-
	Annual Port Uptime	98%	-	-	99%	-	-
	Part Delivery	4 Business Days	4 Business Days	4 Business Days	4 Business Days	4 Business Days	4 Business Days

b. **Definitions for Service Level Category Table.** The following definitions apply to the defined terms used in the “Service Level Category” table above:

- i. **Standard.** This Service Level Category is applicable to the Subscription(s) as described in the applicable Support Scope and Terms.
- ii. **Critical.** This Service Level Category is applicable to the Subscription(s) as described in the applicable Support Scope and Terms.
- iii. **Outage.** Issues which completely prevent the Hardware from dispensing electricity (i.e. inoperable station).
- iv. **Impairment.** Issues that require a workaround to use the Hardware, but the Hardware is still able to dispense electricity (e.g., broken cable management kit).
- v. **Non-Critical.** Issues that do not constitute Outages or Impairments (e.g., general information requests, or Hardware-related wear and tear).
- vi. **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.
- vii. **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.
- viii. **Diagnosis.** Time from Acknowledgement to (i) when ChargePoint issues a work order that confirms that an onsite repair work is necessary; (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.
- ix. **Resolution.** Time from Acknowledgement to a complete resolution of the Hardware-related issue, as determined by ChargePoint.
- x. **Annual Port Uptime.** The percentage of time that a port can dispense energy during the 12-month period from the latter of the (i) activation of the applicable Hardware; or (ii) start of your Service Term; provided that, such uptime objective is subject to exclusions described in Section 3.8 herein. For the avoidance of doubt, Annual Port Uptime does not apply to ChargePoint’s cloud services.
- xi. **Part Delivery.** Time from Acknowledgement to the delivery to you or your authorized recipient of a Replacement Part.

3.8 Service Level Exclusions

- a. **Rescheduled Dispatches.** Time between the initially proposed dispatch date from ChargePoint and the final dispatch date if rescheduled at your request.
- b. **Inability to Service.** Time between the initial visit and any follow-up visit if the follow-up is required due to your action or inaction preventing ChargePoint from resolving the issue.
- c. **Other Exclusions.** The applicable exclusions described in Section 3.6.

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

- 5. 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 YOUR CASE, IN ADDITION TO THE FEES AND EXPENSES PAYABLE BY YOU IN CONNECTION WITH THE APPLICABLE SUBSCRIPTION) EXCEED THE TOTAL FEES AND EXPENSES DUE AND PAYABLE BY YOU IN CONNECTION WITH THE APPLICABLE SUBSCRIPTION (I.E. SUPPORT SERVICES) GIVING RISE TO THE LIABILITY.

6. Intellectual Property Rights.

6.1 "Your IP" means your pre-existing or independently developed intellectual property rights.

6.2 "ChargePoint IP" means (a) ChargePoint's pre-existing or independently developed intellectual property rights, (b) ChargePoint's templates and tools used to provide Support 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 Support Services, (d) all reports, evaluations, findings, data and reports provided by ChargePoint to you in the performance of Support 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 Your IP incorporated in the Materials.

6.3 As between the parties, (a) you own all right, title and interest in and to Your 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 or applicable Support Scope and Terms. Each party reserves all rights not specifically granted to the other party under this Agreement or applicable Support 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 Support Services or otherwise, without the prior written consent of the other party.

6.4 Notwithstanding the above provisions in this section, ChargePoint shall have the right to use, reproduce, and disclose the Materials (without attribution to you). ChargePoint shall be free to provide material similar to Materials to third parties whose needs may be similar to your requirements, without violating its confidentiality obligations hereunder to you.

- 7. Feedback.** "**Feedback**" shall mean any feedback, comments, suggestions or other input provided by you in connection with the Support Services. You shall be under no obligation to provide Feedback and shall not provide any Feedback that violates the rights of any third party. You hereby grant 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. Confidentiality.** Each party agrees not to use the other party's confidential and proprietary information ("**Confidential Information**") except in the performance of the Support 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 or any disclosure of Confidential Information to the receiving party.

9. Miscellaneous.

9.1 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 and/or applicable Support Scope and Terms (other than with respect to any obligations by you to pay for the applicable Subscription) 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.

9.2 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 you. The terms in this Agreement and in the applicable Support Scope and Terms constitute the complete agreement regarding any provision of Support 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 Support Scope and Terms or any other document the terms of the applicable Support Scope and Terms shall govern. In particular, any additional terms contained on your ordering instrument or other documents shall be of no force or effect. 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. This Agreement may not be modified or amended, except in writing signed by a duly authorized representative of each party.

9.3 Governing Law, Jurisdiction, ChargePoint Entities, and Dispute Resolution. The ChargePoint entity entering into this Agreement with you, the address to which you should direct notices under this

Agreement, the governing law, and place of jurisdiction, shall be determined according to where you are domiciled:

If You are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable “Governing Laws” above in the table above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.