

CHARGEPOINT MULTI-FAMILY HOME SERVICE AGREEMENT

This **CHARGEPOINT ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT** (this “Agreement”) is a legal agreement between you or the corporation, partnership or other legal entity you represent (“Client”) and ChargePoint, Inc., a Delaware corporation with its principal office located at 254 East Hacienda Ave, Campbell, CA 95008 (“CPI or “ChargePoint”) and is effective on the date that Client electronically accepts this Agreement (the “Effective Date”). Client and CPI are each sometimes referred to herein as a “Party” or collectively as the “Parties”.

PLEASE READ THIS AGREEMENT CAREFULLY. BY SUBMITTING THIS AGREEMENT, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT SUBMIT THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND CHARGEPOINT MAY NOT PROVIDE THE SERVICES DESCRIBED BELOW.

PURPOSE OF THE AGREEMENT

The Parties are entering into this Agreement in order to describe the terms and conditions under which they will cooperate in order to bring electric vehicle charging services to residents (“Residents”) of the Property identified by Client upon acceptance of this Agreement.

1. Qualified Charging Stations.

1.1. During the Term of this Agreement, Client will install Qualified Charging Stations into designated parking spaces to be used by the Resident for the purpose of electric vehicle charging services (“Charging Services”). The Parties may agree to add additional Qualified Charging Stations during the Term. Client will provide ChargePoint will location of Qualified Charging Stations upon ChargePoint’s request.

A “Qualified Charging Station” is a charging station approved by ChargePoint for use with the Charging Services. Client or Resident must acquire and install a Qualified Charging Station before Charging Services can be delivered.

2. Services Provided to Residents.

2.1. Each Resident desiring to enroll for Charging Services will be required to agree to CPI’s terms when enrolling at CPI’s web site.

2.2. CPI shall ensure that stations are equipped with authentication so that only the enrolled Resident is authorized to use the Qualified Charging Station at the Designated Parking Space assigned to them.

2.3. Each Resident will be required to pay CPI’s monthly service fee and electricity costs associated with the Resident’s designated Qualified Charging Station. A copy of CPI’s current charging service pricing is attached to this Agreement as Exhibit “A.” CPI reserves the right to amend its service plan at any time and from time to time in its sole discretion by providing

electronic notice to the email address Client has provided in the web-portal available at www.chargepoint.com (the “Client Web-Portal”) CPI shall be responsible for metering each Resident’s electricity usage and, to the extent allowed by local and state law, billing for such use at the rate set by Client. Client may also set a time-based fee for charging, or may, at their discretion, choose not to charge for usage using the CPI platform. CPI shall remit all amounts collected for electricity use to Client within thirty (30) days of the end of the month in which such amounts are collected. In no event shall CPI be responsible to Client for any unpaid electricity costs. To the extent CPI is required to by law, CPI may collect taxes from Residents in addition to rate set by Client. To the extent Client is required to by law, Client shall be responsible for the payment of all Taxes incurred in connection with use of Qualified Charging Stations.

3. Make Ready and Installation.

3.1 Prior to initiation of Charging Services by CPI, Client shall authorize make-ready work and Installation of Qualified Charging Stations to be performed, at its, or its Resident’s expense, at each of the Designated Parking Spaces.

3.2 For purposes of this Agreement, the term “make ready” shall mean, without limitation, performing any electrical service upgrades, installing conduit runs, running wiring, ensuring cellular coverage, installing a Gateway, as provided below, provided by CPI, and other site work necessary to provide adequate power and connectivity to the location of each of the Qualified Charging Stations. 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, CPI shall have the right to remove the Gateway as provided in Section 4.2. CPI shall maintain the Gateway as necessary to keep it in proper working order. Client agrees that it shall not interfere with, or cause its employees or agents to interfere with, CPI in conjunction with the service, maintenance or removal of the Gateway, or in any other way interfere with CPI’s responsibilities under this Agreement.

3.3 For purposes of this Agreement “Installation” means (i) installing the Qualified Charging Station through a CPI Partner, as defined below, or (ii) installing the Qualified Charging Station through a licensed electrician that has obtained certification from CPI (a “ChargePoint Certified Installer”), if Client also obtains a Site Validation following installation. Client shall ensure that Client or Resident, as the case may be, has all necessary permits for the Installation of the Qualified Charging Stations.

3.4 In order to deliver top-tier service to Client’s Residents, CPI has operations and maintenance partners (each, a “CPI Partner”), who can assist Client with determining the optimal location for the Designated Parking Spaces. Such operations and maintenance partners can walk the Property with the Client, provide a site design and provide a quote for completing the make ready work and Installation, as defined in Section 3.2 and 3.3. Client is not required to use a CPI Partner for Installation and may use any ChargePoint Certified Installer. Even though CPI Partner’s may offer competitive pricing, CPI makes no representation or guarantee of the pricing of CPI Partner’s Installation. All contractors used by Client shall be licensed for the work undertaken and qualified to perform that work to industry standards. In the event Client does not use a CPI Partner for make-ready and Installation, Client agrees to pay for a Site Validation per CPI’s standard price list in order to ensure the proper completion of such task.

4. Maintenance of Qualified Charging Stations.

4.1 The Qualified Charging Stations are covered by ChargePoint’s three (3) year parts exchange warranty (the “Parts Warranty”).

4.2 CPI, agrees that, for so long as a Resident has subscribed to Charging Services and has an account in good standing, CPI shall provide on-site labor to maintain the Qualified Charging Stations as necessary to keep them in proper working order (the “Maintenance Service”). CPI agrees to make available technical service support personnel to promptly service the Charging Stations, and agrees to respond to Client within one (1) business day of learning of a malfunctioning Qualified Charging Station. In the event Client knows of or becomes aware of any malfunctioning Qualified Charging Station, Client shall promptly notify CPI of such malfunction. Resident and Client will cooperate with CPI, so that CPI may remotely diagnose an issue with the Qualified Charging Station. To the extent the Parts Warranty is no longer in effect, Resident or Client, as the case may be, will need to purchase any required parts required for repairs under the Maintenance Service. Maintenance Service does not provide coverage for abuse, vandalism, damage or other problems caused by accidents, including accidents caused by automobiles, negligence or acts of God.

4.3 Absent CPI’s prior written permission, Client shall not directly or indirectly service, repair, modify or adjust the Qualified Charging Stations in connection with this agreement. Any violation of this paragraph may result in the Parts Warranty becoming null and void.

4.4 During the Term, Client shall ensure it has all necessary permits to perform its obligations under this Agreement. Client shall work with CPI to ensure that CPI and its employees, agents, and contractors are permitted to inspect, service and maintain the Charging Stations. Client agrees that it shall not interfere with, or cause its employees or agents to interfere with, CPI in conjunction with the service, maintenance or replacement of the Qualified Charging Stations, or in any other way interfere with CPI’s responsibilities under this Agreement.

5. Termination

5.1 Client may terminate this Agreement as to all or any portion of the Designated Parking Spaces (at which time, the affected Designated Parking Space shall cease to be covered by this Agreement) at any time by providing CPI thirty (30) days prior written notice. CPI may terminate this Agreement by providing one hundred eighty (180) days prior written notice to Client.

5.2 Client hereby grants CPI the right, upon termination of this Agreement, to enter the Property for the purpose of removing any ChargePoint owned equipment including the Gateway, and any other ancillary property of CPI relating thereto. Upon termination of the Agreement, ChargePoint will no longer be bound to deliver customer support or any maintenance of any Charging Station that is owned by Client or Resident.

6. Client and CPI Obligations in providing Service.

6.1 CPI will provide prompt notice to Client whenever any of its Residents has completed an enrollment request for Charging Services. For purposes of this Agreement, the term “enrollment request” shall mean completion by a Resident of all of the following: (i) registration at the CPI web site; (ii) agreement with CPI’s standard terms and conditions of service and (iii) agreement with Client’s standard terms and conditions, if any, posted to the CPI web site and accessible by a Resident through the CPI Connections feature.

6.2. Within two (2) business days of receiving such notice, Client shall approve or decline such enrollment request. Provided an unassigned Designated Parking Space is available, Client shall approve any enrollment request from any Resident who agrees to Client’s standard terms and

conditions of service (if any). If such request is approved, Client shall allocate a Designated Parking Space to such Resident; provided that Client shall not assign a Designated Parking Space to more than one Resident.

6.3 ChargePoint reserves the right, in its sole discretion, to suspend service to a Resident whose account with ChargePoint is not in good standing. If Resident cures or remedies any default in Resident's account and returns such account to good standing, ChargePoint will provide services to Resident as described in this Agreement.

6.4 Client agrees to provide CPI or its service partners with access, during normal business hours (9:00 a.m. to 5:00 p.m., Monday to Friday) to the Designated Parking Spaces and any electrical panel that powers a Charging Station in order to perform required maintenance work. In addition, Client shall designate in writing a Client manager who shall act as Client's sole liaison with CPI for those matters covered by this Agreement. Client may update the designated Client manager at any time via the chargepoint.com online portal.

6.5 Client agrees, at all times during the Term, to ensure that either property staff or Residents keep their Designated Park Spaces and Charging Stations accessible and the common areas reasonably free of debris and rubbish and in good repair and condition.

6.6 Client shall ensure adequate power supply is available and delivered to the Charging Stations and, at all times, to maintain the agreed upon levels of power. (i.e. 32amp or 16amp of service as described in Exhibit "B".) If power supply is disrupted Client will make reasonable efforts to restore power in a timely manner. If access to the parking spot is blocked due to required maintenance work, Client must make reasonable efforts to notify the Resident and CPI no less than a week of the loss of access so that Resident can make alternate arrangements for charging. Under no circumstances will CPI be liable for damages or inconveniences caused by the loss of power or access to the Charging Station.

7. Energy Management Services

At the option of the Client, CPI may activate the functionality that provides energy management services (the "Energy Management Services"). Client may elect to utilize Energy Management Services via the Client Web Portal or by contacting CPI's customer service and requesting activation of this function. Energy Management Services enable the capability to support more than one Qualified Charging Stations for every dedicated 40 amps of electrical panel capacity. To ensure electrical safety and good driver experience, ChargePoint reserves the right to limit the number of Qualified Charging Stations managed on a single electrical panel. This electrical panel capacity must be reserved for Qualified Charging Stations and not be shared with any other electrical loads, such as lighting, HVAC, heat pumps, etc. Notwithstanding the foregoing, CPI shall have no liability whatsoever for any claims resulting from Client's use of the Energy Management Services, including but not limited to overloading the electric panel and improper use of Client Web-Portal to configure Energy Management Services.

8. Cloud Services

Client shall have access to various cloud services functions that are available at the Client Web-Portal. Client agrees to abide by the terms and conditions of use of the ChargePoint Cloud Services, pursuant to the ChargePoint's standard Multi-Family Home Service Master Cloud Services Agreement available at www.chargepoint.com/legal/mfhs-cloud-services-agreement.

9. Indemnification.

9.1 "Damages" shall mean any injury, wound, wrong, hurt, harm, fee, damages, cost, expense, expenditure, or loss of any nature, including, but not limited to: (i) injury or damage to any property or right; and (ii) injury, damage or death to any person or entity, (iii) attorneys' fees, witness fees, expert witness fees and expenses; and (iv) all other litigation costs and expenses.

9.2 "Claims" shall mean all claims, requests, accusations, allegations, assertions, complaints, petitions, demands, suits, actions, proceedings, and causes of action of every kind and description.

9.3 Client shall indemnify, defend and hold CPI and its affiliates, and any of their respective present and former directors, officers, members, shareholders, employees, representatives and agents, and all of its and their successors and assigns, harmless from and against any and all Damages from third-party Claims which arise out of or relate to: (i) Client's negligent acts or omissions, recklessness or willful misconduct; or (ii) the loss of life or any injury to persons or property due to conditions existing at the Property, including the Designated Parking Spaces, unless any such Damages arise out of or relate to CPI's negligence or willful misconduct.

9.4 CPI shall indemnify, defend and hold Client and its affiliates, and any of its and their respective present and former directors, officers, members, shareholders, employees, representatives and agents, and all of its and their successors and assigns, harmless from and against any and all Damages from third-party Claims which arise out of or relate to: (i) CPI's negligent acts or omissions, recklessness or willful misconduct; (ii) the loss of life or any injury to persons or property due to any defect in the Charging Stations; or (iii) the infringement by CPI of any third-party's intellectual property rights, unless any such Damages arise out of or relate to Client's negligence or willful misconduct.

9.5 The obligations under this Section 9 shall survive the termination or expiration of this Agreement.

10. Exclusive Right. During the Term, Client will not permit anyone other than CPI to provide, maintain, service or operate any electric vehicle charging stations at the Property.

11. Injunctive Relief. The Parties recognize that the obligations under this Agreement are special, unique and of extraordinary character. The Parties acknowledge the difficulty in forecasting damages arising from the breach of any of the obligations or restrictive covenants and that the non-breaching Party may be irreparably harmed thereby. Therefore, the Parties agree that the non-breaching Party shall be entitled to elect to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity, including the recovery of damages from the non-breaching Party's agents or affiliates involved in such breach. In such action, the non-breaching party shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

12. Representations & Warranties.

12.1 CPI represents and warrants to Client that it has the appropriate legal authority to execute this Agreement, that it has all requisite licenses and permits to perform pursuant to this Agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations or ordinances.

12.2 Client represents and warrants to CPI that it has the appropriate legal authority to execute this Agreement, that it has all requisite licenses and permits to perform pursuant to this Agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations or ordinances.

13. Binding. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

14. Governing Law, Arbitration. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. 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. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

15. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR PROHIBITED BY APPLICABLE LAW, EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY MADE, OR THAT MAY HAVE BEEN MADE, IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE.

16. Limitation of Liability. EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL A PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION FOR THE LOSS OF DATA, BUSINESS INTERRUPTION, OR LOST PROFITS, THAT IN ANY WAY ARISE OUT OF OR RELATE TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF RELIEF, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED TO THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF ANY CLAIM OR FINDING THAT A REMEDY SUFFERS A FAILURE OF ITS ESSENTIAL PURPOSE; AND IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNT IN EXCESS OF \$100,000.00. NOTWITHSTANDING THE FOREGOING, THIS SECTION 15 SHALL NOT APPLY WITH RESPECT TO ANY DAMAGES WHICH ARISE OUT OF OR RELATE TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

17. Notices. Any notice required to be given or otherwise given pursuant to This Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent recognized overnight courier service as follows:

If to CPI:

Attn: Legal Department
ChargePoint, Inc.
254 E Hacienda Ave
Campbell, CA 95008

Email: cplegal@chargepoint.com

If to Client: Such contact information as is provided by Client to ChargePoint, from time to time, and, in the absence of any specific notice, the contact information provided by Client when executing this Agreement electronically, or at such other email address or office address as may be given from time to time by either of the parties.

Any notice required or permitted under this Agreement shall be deemed to be given upon the successful transmission or actual delivery.

18. Insurance. At all times during the Term of this Agreement, CPI shall keep and maintain insurance at the minimum limits described in Exhibit C, or higher if required by law. Upon request, CPI shall furnish to Client, a certificate of insurance evidencing such insurance is in full force and effect.

19. Relationship of the Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever, and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

20. Force Majeure. If either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, hurricane, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of such Party, then the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

21. Exhibits. All exhibits attached to this Agreement and referred to herein are hereby incorporated by reference as if fully set forth herein. Any exhibit not annexed hereto may be attached subsequent to the Effective Date hereof and which shall thereafter be incorporated by reference herein. Client shall deliver to CPI documents necessary to complete Exhibits A.

22. No Third-Party Rights. The provisions of this Agreement are for the exclusive benefit of CPI and Client only, and no other party shall have any right or claim against either Party or be entitled to enforce any provisions hereunder against any Party hereto.

23. Headings. The headings in this Agreement are used for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

24. Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

25. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

26. Confidentiality.

26.1 Client acknowledges that all terms and conditions of this Agreement (the “Confidential Information”) shall be deemed confidential and may not be disclosed to third-parties. Client recognizes that CPI has legitimate business interests in protecting the Confidential Information, and as a consequence, Client expressly agrees to the restrictions contained in this Agreement because they further CPI’s legitimate business interests. The provisions of this Section 25 shall survive the expiration or other termination of this Agreement.

26.2 Notwithstanding anything in this Agreement to the contrary, Client may disclose Confidential Information: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of Client; (iv) in confidence, to accountants, banks and financing sources, and its advisors (who are bound by terms of confidentiality at least as strict as those set forth in this Agreement); (v) in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction; provided, however, that if Client is required to disclose pursuant to clause (i) or (ii), Client shall provide prompt prior notice thereof, if possible, to CPI to enable CPI at its sole cost to seek a protective order or otherwise prevent or restrict such disclosure.

27. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided that ChargePoint may assign this Agreement in connection with the sale by a party of substantially all of its assets, a transfer to an affiliate, a merger, an acquisition, or any other similar transaction; or, the sale by CPI of its “electric vehicle service provider” business. Client may assign this Agreement in connection with the sale by it of substantially all of its assets, a transfer to an affiliate, a merger, an acquisition, or any other similar transaction provided that the assignee agrees to be bound by the terms of this Agreement in writing.

Exhibit A

Charging Service Pricing

Service	Amount
Qualified Charging Station	Purchased Separately
Flat Monthly Charging Services Fee (per Driver, per Port, per Month)	US: \$19.95 USD Canada: \$24.95 CAD
Electricity Costs (paid by Driver)	Electricity rates set by property management

Exhibit B

Make-Ready and Install Specifications can be found online at <https://www.charge-point.com/support/guides/>

Exhibit C

Insurance Requirements

Commercial General Liability

Limits: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate and Products/ Completed Operations Aggregate (Separately)

Coverage: Occurrence Form, Commercial General Liability including Personal Injury, Products Liability, Completed Operations, Blanket Contractual and Broad Form Property Damage Coverage, Clients and Contractors Protective. Should provide primary (and not contributing) coverage, containing cross-liability and severability of interest clauses.

Per Location Limits: General Aggregate Limit applies per location.

Automobile Liability

Bodily Injury & Property Damage
Combined Single Limit - \$1,000,000 Each Accident

Coverage: Comprehensive Form including Employer's Non-Owned & Hired Liability providing primary (and not contributing) coverage, containing cross-liability and severability of interest clauses.

Workers Compensation: Employers' Liability:

Statutory Benefits
\$500,000 Employers' Liability

This Workers' Compensation and Employer's liability insurance must contain a waiver by the insurer of all rights of legal and conventional subrogation against Client and Property Management Company.

Umbrella/Excess Liability:

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

Forms for All Coverages:

Copy of specific applicable additional insured endorsement and waiver of subrogation endorsement must be attached and noted on Certificate of Insurance.