

CHARGEPOINT
CLOUD SUBSCRIPTION TERMS AND CONDITIONS

These ChargePoint Cloud Subscription Terms and Conditions ("**Cloud Terms**") and applicable Supplemental Terms are the legal agreement between you or the corporation, partnership or other legal entity you represent ("**Subscriber**") and the applicable ChargePoint entity or entities which can be found in Section 13.4 (individually or collectively referred to as "**ChargePoint**").

IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THIS AGREEMENT, THEN YOU SHALL NOT USE NOR ACCESS ANY OF THE CHARGEPOINT'S CLOUD SERVICES.

SUBSCRIBER'S USE OR ANY ACCESS OF CHARGEPOINT'S CLOUD SERVICES IS EXPRESSLY
CONDITIONED ON SUBSCRIBER'S FULL ACCEPTANCE OF TERMS AND CONDITIONS STATED OR
REFERENCED IN THIS AGREEMENT.

This Agreement replace any existing terms and conditions previously agreed between the Parties regarding the provision of Cloud Services. Any conflicting or inconsistent terms and conditions provided by the Subscriber do not apply and notice of objection to them is hereby given. This is the case even if they are referred to or printed on any Subscriber purchase order form or other document issued in connection with a ChargePoint quotation, or otherwise issued in connection with any use, access or provision of the Cloud Services.

Subscriber and ChargePoint are each referred to as a "**Party**" and jointly as the "**Parties**."

1 Definitions

- 1.1. **Agreement:** means the Cloud Terms and the applicable Supplemental Terms as described herein.
- 1.2. **ChargePoint Data:** means all data (a) separately or independently collected by ChargePoint; and/or (b) generated in connection with the operation of the Cloud Services. ChargePoint Data does not include Subscriber Data.
- 1.3. **ChargePoint Network:** means the open-platform network that is operated and maintained by ChargePoint for providing Cloud Services.
- 1.4. **ChargePoint Marks:** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with the Cloud Services, ChargePoint Network, and/or any Hardware, including without limitation, "ChargePoint".
- 1.5. **ChargePoint Property:** means (i) the ChargePoint Network, (ii) the Cloud Services, (iii) the ChargePoint Data (iv) the ChargePoint Marks, and (v) the Documentation.
- 1.6. **Charging Services:** means the part of the Cloud Services which consist of providing electricity and associated charging and, as applicable, billing services such as Flex Billing, Public Charging and home reimbursement services.
- 1.7. **Cloud Services:** means individually or collectively, as applicable, the ChargePoint-provided cloud and software services offered via the internet (including, without limitation, ChargePoint Data, application program interfaces ("API's") and applications, communication and storage services) and made available for subscription and/or use rights by ChargePoint as described further in the applicable Supplemental Terms.
- 1.8. **Documentation:** means the documentation for Cloud Services, and if applicable, for Hardware, including its usage guides and policies, as updated from time to time, accessible via chargepoint.com or login to the applicable Cloud Services.
- 1.9. **Effective Date:** the date that Subscriber accepts the Cloud Terms electronically or in writing.
- 1.10. **Hardware:** means electric vehicle charging stations ("**Charging Station**"), hardware related to Telematics Cloud Services (as defined in Annex C), such as data hub ("**Data Hub**") and/or any hardware devices supplied (directly or indirectly) by ChargePoint or a third party for use with the Cloud Services
- 1.11. **Internal Use** means use of the Cloud Services within the Subscriber's and/or Subscriber's affiliates' organization for internal purposes under the direction of the Subscriber and/or Subscriber's affiliates subject to the scope and limitations of the Agreement. Subject to Section 4.2, Internal Use excludes (a) access or use by any third party; and/or (b) access or use for the benefit of any third party.
- 1.12. **User:** means any person benefiting from the Cloud Services or using the Hardware for which the Cloud Services are provided.
- 1.13. **Subscriber Data:** means all data provided solely by or on behalf of Subscriber to ChargePoint as part of Subscriber's use of the Cloud Services. Subscriber Data does not include ChargePoint Data.
- 1.14. **Subscriber Marks** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

1.15 **Subscription(s):** means one or more subscriptions for a Cloud Service offered by ChargePoint and purchased by Subscriber through (a) a quote issued by ChargePoint; (b) purchase order received by ChargePoint that sets out the details and prices for Cloud Services (or a ChargePoint authorized partner); and/or (c) ChargePoint authorized online purchasing portal.

1.16. **Subscription Fees:** means the fees payable by Subscriber for subscribing to any Cloud Services.

1.17. **Taxes:** means all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2 Applicability

2.2 The Agreement shall apply to all offers made by ChargePoint for the provision of Cloud Services and to the use of any Cloud Services by Subscriber or Subscriber's Service Providers (defined below).

2.3 All use of ChargePoint Property and/or ChargePoint Services by Subscriber, its employees, and agents shall comply with this Agreement and all of the rules, limitations and policies of ChargePoint set forth in the applicable Documentation.

2.4 These Cloud Terms contain the general conditions for the Cloud Services offered by ChargePoint. Depending on specific Cloud Services that Subscriber has purchased a Subscription, or received use rights, the applicable Supplemental Terms, together with these Cloud Terms, form an inseparable part of the Agreement between ChargePoint and Subscriber. Annexes, Special Subscription Terms, and any other addenda to these Cloud Terms are found here: <https://www.chargepoint.com/legal/mssa/> ("**Supplemental Terms**"). Cloud Terms and applicable Supplemental Terms shall govern Subscriber's access and use of Cloud Services if Subscriber has purchased a Subscription, or received use rights, for the Cloud Services governed by the applicable Supplemental Terms.

2.5 In the event of any conflict between any terms and conditions of the Cloud Terms and the terms and conditions in any Supplemental Terms, the terms and conditions in the applicable Supplemental Terms will prevail solely for the purpose of the Subscription for the Cloud Service that is governed under such Supplemental Terms. In the event of any conflict between any of the Supplemental Terms, the terms and conditions in the applicable Supplemental Terms will prevail solely for the purpose of the Subscription for the Cloud Service provided under such relevant Supplemental Terms.

3 Provision of Cloud Services

3.1 ChargePoint provides the Cloud Services to Subscriber remotely and via internet or via other network connection, and ChargePoint is responsible for operating, maintaining, administering and supporting the Cloud Services and related infrastructure (excluding Subscriber's hardware, software and the infrastructure, e.g., the wireless and/or cellular infrastructure provided by wireless carriers or internet service providers or utility infrastructure provided by utility operators) for transmitting data from Hardware to ChargePoint.

3.2 ChargePoint may make available other services from time to time and may amend the features or benefits offered with respect to any Cloud Service at any time, provided the core functionality of the Cloud Services as set forth in the applicable Documentation will not be materially reduced as a result of such other services and/or amendments.

4 Use and use restrictions of the Cloud Services

4.1 Subscriber shall only access and use the Cloud Services for its Internal Use. In no event shall Subscriber use or access the Cloud Services on behalf of any third party or grant any third party access or authorize to use any Cloud Services except as set forth below in section 4.2. All use of the Cloud Services or ChargePoint Network by Subscriber, its employees and its Service Providers shall comply with the terms and conditions of the Agreement.

4.2 Subject to the terms and conditions of the Agreement, Subscriber may grant access and authorize use of the Cloud Services to a third party for the limited purpose of such third party performing services for or on behalf of Subscriber (e.g., managed service providers) ("**Service Providers**"); provided, however, that Subscriber shall be responsible for any act, fault or omission on the part of any such Service Provider. Non-compliance by a Service Provider in connection with the Agreement shall be regarded as non-compliance by Subscriber itself. Subscriber is responsible for maintaining the security and confidentiality of account details, passwords, keys, etc. that are granted to Subscriber solely for Subscriber's own use (and the use of Subscriber permitted and authorized Service Providers).

4.3 Subscriber shall be solely responsible for all of the following (except as otherwise specifically agreed to by the Parties in writing):

- a) site preparation, installation, and activation of the Hardware

b) any unauthorized access to or use of the Cloud Services via Subscriber's Hardware, services account(s) or other equipment. Subscriber shall immediately notify ChargePoint upon becoming aware of any such unauthorized use.

c) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date;

d) to the extent applicable, updating on the Cloud Services, within five (5) business days, the location to which any of Subscriber's Hardware is moved;

e) the maintenance, service, repair and/or replacement of Subscriber's Hardware, including: (i) monitoring the physical condition and security of its Hardware based on the risk and circumstances of such Hardware (e.g., evidence of tampering); (ii) informing ChargePoint of the existence of any Hardware that are non-operational and not intended to be replaced or repaired by Subscriber or that show any evidence of tampering; and

f) the routine backup of its data in accordance with the then-current good industry practice.

4.4 Subscriber shall not access the Cloud Services for any competitive purpose, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel";

5 Payment Terms

5.1 Subscriber shall pay all Subscription Fees within thirty (30) days from the receipt of invoice. Invoicing shall be in electronic format, to the extent permitted by law. All payments shall be made in the currency of the quotation. Fees payable to ChargePoint do not include any Taxes and other charges imposed by the government, customs charges, and transport, travel, insurance, communication, and installation costs. Subscriber is responsible for any and all such Taxes.

5.2 Except as otherwise agreed to by the Parties, Subscriber shall make all payments due to ChargePoint without discount, offsetting or suspension of Subscriber's obligations.

5.3 If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate the Agreement, (b) suspend the use by Subscriber of the Cloud Services until such amounts are paid in full, and/or (c) condition future Cloud Services renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that ChargePoint shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

6 Personal Data

The applicable data protection terms for processing personal data (if any) relating to the Cloud Service are included in the applicable Supplemental Terms.

7 Intellectual Property Rights

7.1 ChargePoint retains and reserves all right, title and interest (including all related intellectual property rights) in and to the ChargePoint Property and any improvements and derivative works thereto. No rights are granted to Subscriber in the ChargePoint Property hereunder except as expressly set forth in this Agreement.

7.2 Subscriber retains and reserves all right, title and interest (including all related intellectual property rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Data (collectively, the "Subscriber Property").

7.3 ChargePoint grants Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the ChargePoint Property solely in accordance with the terms of this Agreement (including all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use, and receive the Cloud Services as permitted herein.

7.4 Subscriber grants ChargePoint a royalty-free, non-assignable, non-transferable, and non-exclusive license for the term of the applicable Subscription to use the Subscriber Property solely in accordance with the terms of this Agreement to the extent necessary for ChargePoint to provide Cloud Services. If Subscriber provides any feedback related to the Cloud Services, ChargePoint may freely use the feedback provided without restrictions or obligations to Subscriber.

7.5 Additional terms regarding the ChargePoint Marks:

Subscriber shall not use or permit use, by an act or omission, any ChargePoint Marks (or any likeness of a ChargePoint Mark) in any manner that degrades, disparages or reflects adversely on ChargePoint or its business or reputation or that would be detrimental to any of the ChargePoint Marks or their associated goodwill. Excluding Hardware that ChargePoint provides support services to Subscriber, Subscriber shall not use or display any ChargePoint Marks (or any likeness thereof) on any applicable Hardware (i.e., charging station), after ten (10) days' written notice from ChargePoint, that continues to malfunction or is otherwise improperly maintained in a manner that ChargePoint reasonably determines reflects poorly on ChargePoint or is likely to cause harm to ChargePoint's brand, reputation or business. Excluding Hardware that ChargePoint provides support services to Subscriber, if

any such Hardware continues to malfunction or is otherwise improperly maintained as such, in addition to any other remedies available to it under this Agreement or under applicable law, ChargePoint shall have the right to have such Hardware not discoverable or visible by the general public, including but not limited to ChargePoint account holders, on any interface (e.g., mobile application) that accesses the ChargePoint Network. If at any time Subscriber fails to comply with any of the prohibitions set forth in section 7.5 or any restrictions set forth in section 4, ChargePoint shall have the right, in addition to any other remedies available to it under this Agreement or under applicable law, upon five (5) days' written notice to Subscriber, to itself or through a third-party representative, without notice to or additional permission from Subscriber, enter Subscriber's premises for the purpose of removing or covering any or all ChargePoint Marks, which may include covering such Hardware of Subscriber.

Subscriber shall not register for, any ChargePoint Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a ChargePoint Mark or registered design of ChargePoint, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by ChargePoint. At no time will Subscriber challenge or assist others to challenge the ChargePoint Marks (except to the extent such restriction is prohibited by law) or the registration thereof by ChargePoint.

Upon termination of this Agreement, both Parties will discontinue all use and display of all ChargePoint Marks and/or Subscriber Marks, respectively.

8 Warranties for Cloud Services

8.1 ChargePoint warrants that it shall use reasonable efforts to provide the Cloud Services in accordance with the Documentation and that it will use commercially reasonable efforts to make the Cloud Services available to Subscriber 24 hours a day, 7 days a week, except for scheduled maintenance, emergency or other required downtime or any unavailability caused by circumstances beyond ChargePoint's control. Subscriber's exclusive remedies are those described in Section 11 below.

8.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1 ABOVE, CHARGEPOINT DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND CHARGEPOINT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT DOES CHARGEPOINT WARRANT THAT THE CLOUD SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR UNINTERRUPTED OR INTEROPERATE WITH HARDWARE AND/OR SOFTWARE NOT SUPPLIED BY CHARGEPOINT OR A CHARGEPOINT AUTHORIZED PARTNER, UNLESS SPECIFIED OTHERWISE IN THE APPLICABLE SUPPLEMENTAL TERMS. ALL CHARGEPOINT DATA OBTAINED THROUGH THE APPLICABLE CLOUD SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF CHARGEPOINT DATA.

9 Limitation of liability

9.1 REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CHARGEPOINT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOST REVENUE OR PROFIT, LOSS OR DAMAGED DATA, BUSINESS INTERRUPTION OR LOSS OF CAPITAL, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, OR ANY CLOUD SERVICES. IF APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES SET FORTH IN THIS SECTION 9.1, CHARGEPOINT'S LIABILITY IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY SUCH APPLICABLE LAW.

9.2 Neither ChargePoint nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by:

- a) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause;
- b) interruptions attributable to unauthorized ChargePoint Network intrusions; or
- c) interruptions in services provided by any cellular or Internet service provider.

9.3 Except for any claim for gross negligence, willful misconduct, violation of a party's intellectual property rights, fees owed under this Agreement, or for personal injury or death, both parties' cumulative aggregate liability under this Agreement shall not exceed the aggregate Subscription Fees paid by Subscriber to ChargePoint in the twelve (12) calendar months prior to the event giving rise to the liability.

10 Indemnification

10.1 ChargePoint Indemnity. Subject to the terms and conditions of the Agreement, ChargePoint hereby agrees to defend Subscriber against any claim, demand, suit or proceeding ("Claim") made or brought against

Subscriber by a third party alleging that Subscriber's use of the Cloud Services in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, and will indemnify Subscriber from any damages, reasonable attorney fees, and costs finally awarded to such third parties as a result of such Claim made in accordance with the terms of section 10.3. The foregoing obligations under this section 10.1 do not apply to any Claim to the extent that it arises from the use of the Cloud Services in combination with any hardware, services, software or other products not provided by ChargePoint.

10.2 **Subscriber Indemnity.** Subject to the terms and conditions of the Agreement, Subscriber hereby agrees to defend ChargePoint, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers ("ChargePoint Indemnitees") against any Claims made or brought against ChargePoint Indemnitees by a third party arising out of (i) Subscriber's and/or Service Provider's actual or alleged use of the Cloud Services in breach of this Agreement, or (ii) use of Subscriber Property in accordance with this Agreement, and, will indemnify the ChargePoint Indemnitees from any damages, reasonable attorney fees, and costs finally awarded to such third parties as a result of such Claim made in accordance with the terms of section 10.3.

10.3 **Indemnification Procedures.** Any claim for indemnification hereunder requires that the indemnified party promptly give the indemnifying party (i) written notice of the Claim, provided that a failure to provide such notice shall only relieve the indemnifying party of its indemnity obligations to the extent the indemnifying party is materially prejudiced by such failure; (ii) sole control of the defense and settlement of the Claim, provided that the indemnified party may participate in the defense of the Claim with counsel of its choosing at its own expense and further provided that the indemnified party shall not be responsible for any settlement that it does not approve in writing; and (iii) all reasonable assistance, at indemnifying party's expense.

11 Term and Termination

11.1 These Cloud Terms shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Subscriptions, unless terminated earlier as provided herein. Supplemental Terms shall become effective, and shall continue until the expiration and/or termination of the Cloud Service governed by the applicable Supplemental Terms, upon the date when Subscriber purchased of the applicable Subscription, or received use rights, for the Cloud Services governed by the applicable Supplemental Terms.

11.2 This Agreement or any Subscription covered by the applicable Supplemental Term(s) may be terminated by either Party as follows:

a) Either Party may terminate this Agreement, including any Subscriptions hereunder, where the other Party is in material breach of its obligations under this Agreement and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of receipt of written notice thereof;

b) Subscription: Either party may terminate any Subscription(s) where the other Party is in material breach of its obligations under the applicable Supplemental Terms for such Subscription(s) and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of receipt of written notice thereof. Unless otherwise provided herein, termination of any Subscription under the applicable Supplemental Terms will not, by itself, result in termination of this Agreement or any other Subscriptions.

11.3 This Agreement, including any Subscriptions hereunder, may be immediately terminated by either Party, if the other Party:

a) becomes or proposes to become the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors to the extent permitted under applicable law;

b) upon the determination by any regulatory body that the subject matter is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon ChargePoint, that prevents ChargePoint from providing the Cloud Services; or

c) as otherwise explicitly provided in this Agreement.

11.4 ChargePoint may in its discretion suspend Subscriber's continuing access to the Cloud Services or any portion thereof if (a) such suspension is required by applicable law, or (b) providing the Cloud Services to Subscriber could create a security or data protection risk or material technical burden as reasonably determined by ChargePoint, insofar as these conditions have not been caused by ChargePoint's act or omission.

11.5 Those provisions dealing with the intellectual property rights of ChargePoint, limitations of liability and disclaimers, restrictions of warranty, applicable law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of the Agreement.

12 Confidentiality

12.1 **"Confidential Information"** means any proprietary information disclosed at any time by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or otherwise obtained by the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including any information relating to the business or operations of the Disclosing Party. Information will be considered Confidential Information and protected under this Agreement if it is identified as "confidential" or "proprietary" at the time of disclosure or if the

information should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure. The Receiving Party: (i) will not disclose the Confidential Information to any third party; (ii) will not disclose the Confidential Information to its employees or agents unless the employees or agents have a need to know the Confidential Information for the purpose expressly authorized by Disclosing Party ("**Purpose**"); (iii) will use the Confidential Information only for the Purpose and will not use it for its own or for any third party's benefit; and (iv) will not create any type of derivative works based on the Confidential Information or reverse engineer any of the Confidential Information or products received or disclosed under this Agreement. The Receiving Party may not access or use the Confidential Information for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of the Disclosing Party's product or Confidential Information. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use, disclosure, or suspected unauthorized use or disclosure, of the Disclosing Party's Confidential Information of which the Receiving Party becomes aware. The Receiving Party shall be responsible to the Disclosing Party for any disclosure of Confidential Information by any employee or agent of the Receiving Party. The Receiving Party will use the same degree of care to protect the Confidential Information from unauthorized use or disclosure as it would use to protect its own information of a similar nature, but in no event with less than reasonable care. The provisions of this Section 12.1 shall survive the expiration or other termination of this Agreement.

12.2 Notwithstanding anything in this Agreement to the contrary, the Receiving Party 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 Receiving Party; (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 performance 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 the Receiving Party is required to disclose pursuant to clause (i) or (ii), the Receiving Party shall provide prompt prior notice thereof, if possible, to Disclosing Party to enable it at its sole cost to seek a protective order or otherwise prevent or restrict such disclosure.

13 Miscellaneous

13.1 Amendment or Modification. Subject to Section 3.2, ChargePoint may, from time to time, make revisions to or amend this Agreement ("**Revisions**"). Revisions will be effective immediately except that material Revisions will be effective thirty (30) days after notice to Subscriber of the Revisions unless otherwise stated in that notice. ChargePoint may require that Subscriber accept the Revisions in order to continue to use the Cloud Services. If Subscriber does not agree to the Revisions, then Subscriber should discontinue the use of the Cloud Services. Except as expressly permitted in this section, the Agreement may be amended only by a written agreement signed by authorized representatives of the Parties.

13.2 Waiver. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

13.3 Force Majeure. Except with respect to payment obligations, neither ChargePoint nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such Party's reasonable control and occurring without its fault or negligence, including but not limited to, strikes, lock outs, epidemics, accidents, war, fire, embargo, floods, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore), instructions or priority request of any governments agencies or an department or agencies thereof, civil or military authority, or acts of omissions of Subscriber. If a force majeure event occurs, the Party claiming the force majeure will promptly give notice to the other Party (stating with reasonable particularity the event of force majeure claimed) and use its commercially reasonable efforts to perform its obligations under this Agreement despite the force majeure event. If a situation of force majeure lasts for longer than three months, both Parties shall be entitled to terminate the Agreement without liability.

13.4 ChargePoint contracting entities, Governing law and Courts. The ChargePoint entity or entities entering into the Agreement, the address to which Subscriber should direct notices under the Agreement, the laws that will apply to any dispute or lawsuit arising out of or in connection with the Agreement (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), and the courts that shall have exclusive jurisdiction over any such dispute or lawsuit, depend on where Subscriber is domiciled and are outlined below.

If Subscriber is 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

Except with respect to any matter relating to Subscriber's 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.

13.5 Notices. Any noticed required or permitted by this Agreement shall be sent (except as otherwise required for service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution):

13.5.1 if by ChargePoint, via electronic mail to the address indicated by Subscriber in Subscriber's Services account; or

13.5.2 if by Subscriber, via electronic mail to cplegal@chargepoint.com and/or via mail delivery to the respective address as per Article 13.4.

13.6 Assignment. Subscriber may not assign any of its rights or obligations hereunder, whether by (a) any merger, acquisition of substantially all the assets of assignor or similar event; or (b) operation of law or otherwise, without the prior written consent of ChargePoint (not to be unreasonably withheld). In the event of any purported assignment in breach of this section, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.

13.7 No Agency or Partnership. ChargePoint, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, ChargePoint shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by ChargePoint and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

13.8 Invalid Terms. If at any time any term or provision in the Agreement shall be held to be illegal, invalid or unenforceable by any government authority or court of competent jurisdiction, in whole or in part, such term or provision or part shall to that extent be deemed not to form part of the Agreement, but the enforceability of the remainder of the Agreement shall not be affected. In such event the Parties shall negotiate the amendment of any such term or provision in such manner that it becomes legal, valid and enforceable without affecting the original intent or the economic purpose and effect of such term or provision.