API License Agreement

(for NEVI, CFI, EVCRAA, and CA AB 2061 purposes)

Last Updated: March 27, 2026

This API License Agreement ("**Agreement**") governs the implementation, access, and Use of the ChargePoint APIs provided to you pursuant to this Agreement. This Agreement is entered by and between the applicable ChargePoint entity or entities referenced at the end of the Agreement (individually or collectively defined as "**ChargePoint**") and You as of your first implementation, access, or Use of the ChargePoint APIs. You and ChargePoint are each individually referred to herein as a "**Party**," and collectively as "**Parties**." For clarity, by implementing, accessing, or otherwise Using the ChargePoint APIs, You agree to be legally bound by the terms of this Agreement. If You are entering into this Agreement on behalf of an organization, You represent You have the authority to bind Your organization to this Agreement. If You do not have that authority, or if You do not agree with the terms of this Agreement, You may not implement, access, or Use the ChargePoint APIs. As further described in this Agreement, ChargePoint reserves the right to update this Agreement from time to time.

1. <u>Definitions</u>

"**API Limits**" means restrictions (e.g., rate limits and concurrency limits) to Your API calls.

"**Application Programming Interface**" or "**API**" means a collection of routines, classes, function parameters, protocols, webhooks, related libraries and other instructions provided in Source Code or Object Code form.

"**API Specification**" means a written description or definition of the routines, classes, function parameters, protocols, webhooks, related libraries and other instructions that allow Your application to access the Data, and as substantially described in this Agreement. The API Specification will be made available through the website which makes the ChargePoint API available to You.

"**ChargePoint API**" means a collection of routines, classes, function parameters, protocols, related libraries, tools and other instructions provided in Source Code or Object Code form that allow access to or interoperability between the Data by Your Application.

"**Data**" means the charging station-related data that ChargePoint makes available to You through the ChargePoint APIs.

"Feedback" means suggestions or comments provided by You to ChargePoint that are related to ChargePoint products (e.g., ChargePoint APIs) or to future ChargePoint products and/or services.

"Object Code" means Source Code that has been interpreted, compiled or otherwise translated into a machine readable form.

"Source Code" means computer code in a human readable form and as such computer code that has not been interpreted or compiled.

"Use" means a right to perform or reproduce (as defined under 17 U.S.C. § 101 et seq.) or other applicable copyright statute but does not include any right of sublicense or distribution.

"You" or **"Your"** means you, the person entering into this Agreement or, if you are entering into this Agreement on behalf of an organization (or implementing, accessing, or Using the ChargePoint APIs on behalf of or in a product owned or licensed by an organization), that organization.

"Your Application" means any software, cloud service, or any other offering that accesses or otherwise interoperates with the ChargePoint APIs.

2. Licenses and Restrictions

A. ChargePoint API License. Subject to the terms and conditions of this Agreement, ChargePoint grants You a worldwide, revocable, non-exclusive, non-transferrable, royalty-free, limited license to Use the ChargePoint APIs to solely access the Data. You are granted this license provided that You fully comply with the API Limits published, or otherwise provided to You, and that You do not attempt to circumvent any such API Limits. Notwithstanding the license granted in this section, You agree to and acknowledge you have no rights to distribute, publicly display, or to create derivatives of the ChargePoint APIs (e.g., a superset or subset of the ChargePoint APIs).

B. ChargePoint API Specification License. ChargePoint grants You a worldwide, revocable, non-exclusive, non-transferrable, royalty-free, limited license, under ChargePoint copyrights, to Use the API Specification to solely access the Data via the ChargePoint APIs.

C. Limitations. You represent and warrant that You have not and will not attempt to modify or reverse engineer the ChargePoint APIs. Further, You represent and warrant that You have not and will not, without the written consent of ChargePoint, distribute a set of APIs or a development kit that is based upon or otherwise a modification of, the ChargePoint APIs, including being a subset or superset of the ChargePoint APIs.

D. Your Responsibilities. You agree not to: (i) Use the ChargePoint APIs in any manner that could damage, disable, overburden or impair the ChargePoint APIs; (ii) introduce to the ChargePoint APIs any virus, trojan worms, logic bombs or other harmful material; (iii) circumvent measures employed to prevent or limit access to any area, content or feature of the ChargePoint APIs; (iv) grant any unauthorized third party any right to access the ChargePoint APIs; (v) Use the ChargePoint APIs in violation of any law, contract or intellectual property or other third party right.

E. No Branding and Public Endorsement. You acknowledge that You have no license (implied or explicit) to use ChargePoint trademarks (registered or otherwise), logos, or word marks, and the goodwill associated therewith. You may not make any public or private statement (explicit or implied) suggesting a partnership, affiliation, endorsement, or approval of any kind by ChargePoint. Any unauthorized marketing use or misrepresentation of such a relationship may result in immediate suspension or termination of this Agreement and other remedies.

F. Feedback License to ChargePoint. If You provide Feedback to ChargePoint, You grant to ChargePoint a worldwide, royalty-free, fully paid, perpetual, irrevocable, sublicensable, and transferrable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, license, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow third parties to do the same without restriction or obligation of any kind, on account of confidential information, intellectual property rights or otherwise, and may incorporate into its products and services any service, product, technology, enhancement, documentation or other development ("**Improvement**") incorporating or derived from any Feedback with no obligation to license or to make available the Improvement to you or any other person or entity.

G. Intellectual Property Rights. As between the Parties, ChargePoint retains right, title, and interest (including all related intellectual property rights) in and to the ChargePoint APIs, Data, and API Specification. No rights are granted to You in ChargePoint's intellectual property rights except as expressly set forth in this Agreement. You agree not to delete or alter any copyright marks or other proprietary notices in the Data signifying ChargePoint's intellectual property rights.

3. <u>Warranty, Disclaimer, Indemnity, and Limitation of Liability</u>

A. Disclaimer of Warranties. You acknowledge that the ChargePoint APIs, Data, and the API Specification are provided "AS IS," without warranty of any kind, and may not be functional on any machine or in any environment. ChargePoint makes no representations or warranties regarding the suitability of the ChargePoint APIs, Data, or API Specification for your intended requirements or purposes, including for use with Your Application. Further, ChargePoint makes no representations or warranties regarding the integrity of the Data that You transmit, transfer, store, obtain or receive through use of the ChargePoint APIs. ChargePoint is not

obligated to maintain or support the ChargePoint APIs, or to provide you with updates, fixes, or services related thereto. You assume all risks arising from use of the ChargePoint APIs, Data, and API Specification, including, without limitation, the risk of damage to Your computer system, Your Application, the corruption or loss of data, and compliance with all applicable laws and regulations (including laws and regulations related to privacy and data protection).

B. Indemnity. You shall defend, indemnify and hold harmless ChargePoint, its affiliates and their respective officers, directors, employees, agents and representatives from any and all claims, damages, liabilities, suits, demands, proceedings, actions, expenses, settlements, fines, penalties, costs and fees (including reasonable attorneys' fees) arising from (i) the Your Application, (ii) any integrations you create using the ChargePoint APIs to connect to Your Application, (iii) use of Your Application with the Data or ChargePoint APIs, or (iv) your violation of any applicable laws, rules, or regulations, including, without limitation, intellectual property infringement and any harm caused to a third party. Any claim for indemnification hereunder requires that ChargePoint promptly give You (x) written notice of the claim; provided, that a failure to provide such notice shall only relieve You of Your indemnity obligations to the extent You are materially prejudiced by such failure; (y) sole control of the defense and settlement of the claim; provided, that ChargePoint may participate in the defense of the claim with counsel of its choosing at its own expense; and (z) all reasonable assistance, at Your expense.

C. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CHARGEPOINT OR ITS LICENSORS BE RESPONSIBLE OR LIABLE, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR: (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL EXEMPLARY, PUNITIVE, OR OTHER PECUNIARY DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES OR PROFITS, LOSS, CORRUPTION OR INACCURACY OF DATA, LOSS OF USE, LOSS OF GOODWILL, LOSS OF BUSINESS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; (II) ANY MATTER BEYOND ITS REASONABLE CONTROL; OR (II) ANY DIRECT DAMAGES IN THE AGGREGATE OVER $100.

D. Changes. ChargePoint reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) Your implementation, access, or Use of the ChargePoint API, Data, API Specification, or any portion thereof at any time. You agree that ChargePoint will not be liable to you or to any third party for any such change, suspension, or discontinuance.

4. <u>Confidentiality</u>.

"**Confidential Information**" means: (i) any ChargePoint business or technical information that is disclosed to You in connection with this Agreement, including, without limitation, any information relating to ChargePoint's plans, business opportunities, or research and development. Confidential Information excludes any information that: (i) is or becomes

generally known to the public other than as a result of Your breach of this Agreement; (ii) is rightfully known to You at the time of disclosure without restrictions on use or disclosure; (iii) is independently developed by You, without access to or use of any Confidential Information; or (iv) is rightfully obtained by You from a third party who has the right to disclose it and who discloses it without restrictions on use or disclosure. You will maintain all Confidential Information in strict confidence and will not disclose Confidential Information to any third party, other than a contractor who needs to know for the purposes of this Agreement and who agrees in writing to treat the Confidential Information on terms no less protective than this Agreement. You will be liable for any such contractor's failure to treat the Confidential Information in accordance with this Agreement. You will not use Confidential Information, except as necessary for the performance of this Agreement.

5. <u>Term and Termination</u>

A. Term. This Agreement will commence on the date You first implement, access, or Use the ChargePoint APIs, Data, or API Specification, and will continue until terminated as provided in Sections 5.B or Section 5.C.

B. Termination for Convenience. ChargePoint may immediately terminate this Agreement for any reason. ChargePoint may, in its sole discretion, reinstate Your ability to implement, access, or Use the ChargePoint APIs, Data, or API Specification. You may terminate the Agreement at any time by ceasing to Use the ChargePoint APIs, Data, API Specification, and disabling Your Application's ability to Use the ChargePoint APIs or Data.

C. Termination for Breach. ChargePoint may terminate this Agreement immediately upon written notice if You breach this Agreement. ChargePoint may, at its sole discretion, reinstate Your ability to Use the ChargePoint APIs, Data, or API Specification if You demonstrate that You have remedied any such breach.

D. Survival Upon Termination. 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.

6. <u>Miscellaneous</u>

A. Injunctive Relief. You acknowledge a violation of this Agreement may cause irreparable harm to ChargePoint that is not adequately compensable by monetary damages. In addition to other relief, You agree that temporary and permanent injunctive relief may be an appropriate remedy to prevent any actual or threatened violation hereunder and that ChargePoint shall be entitled to seek immediate injunctive relief, as well as such further relief as may be granted by a court of competent jurisdiction.

B. No Support. ChargePoint shall not be responsible for providing any support, maintenance, or other services (or level of service) to You or a user of Your Application for the ChargePoint APIs, Data, or API Specification.

C. Export Laws. You agree to comply fully with all U.S. export laws and regulations to ensure that neither the ChargePoint APIs, Data, nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

D. Integration; Order of Precedence. Unless otherwise agreed to in separate legally binding agreement between the Parties, this Agreement constitutes the entire agreement and supersedes any prior agreements, and any prior or contemporaneous understandings, representations and other communications (whether written or oral) between the Parties with regard to the subject matter hereof. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any order, acknowledgement, or confirmation or other document issued by You, unless the Parties mutually agree in writing that such terms and conditions shall modify, supersede and control in the event of any inconsistency with this Agreement.

E. Severability. 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.

F. ChargePoint's Right of Modification. ChargePoint may modify this Agreement at any time or substitute this Agreement at its sole discretion. If ChargePoint makes modifications, it will notify You by revising the "Last Update" date at the top of the Agreement and publishing the then-current version of the Agreement. If You continue using ChargePoint's APIs and/or Data after the date such modifications become effective, You will be deemed to have accepted the modifications. If you do not wish to accept such modifications, you may terminate this Agreement in accordance with this Agreement.

G. Assignment. You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement or delegate performance of Your duties under this Agreement without ChargePoint's prior consent. ChargePoint may assign this Agreement in its entirety whether by operation of law or otherwise without Your prior written consent.

H. Implied License and Estoppel. Nothing in this Agreement shall be construed as granting a license beyond what is expressly granted under this Agreement. Further, nothing in this Agreement shall be deemed a waiver of ChargePoint's intellectual property rights in the ChargePoint API, Data, API Specification, or other ChargePoint products or services. Through agreeing to the terms of this Agreement, You acknowledge that You are only licensed to the

rights expressly enumerated in this Agreement and that the actions of the parties and/or the consideration granted under this Agreement is solely for these rights and for no others.

I. ChargePoint contracting entities; Governing Law; Notices. The ChargePoint entity or entities entering into the Agreement, the address to which You 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 You are 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 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.

J. 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 You 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.

K. Force Majeure. ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond ChargePoint'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 ChargePoint'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 You.