

## PREMIER CARE SCOPE AND TERMS

### NORTH AMERICA VERSION

#### 1. General

**1.1 Description.** The services described in this Scope and Terms document (“**Premier Care**”) are available to you as an add-on to ChargePoint’s (a) then-current Support Services offerings (e.g., Assure, Assure Pro, or Customer Managed Labor Plan) or (b) your then-in effect ChargePoint-provided warranty coverage for your Hardware.

**Subscription Terms and Conditions.** Your Subscription for Premier Care is subject to the then-current (a) terms and conditions of this Scope and Terms document; and (b) ChargePoint Master Support Services Terms and Conditions (found at [www.chargepoint.com/legal/support-services](http://www.chargepoint.com/legal/support-services) (i.e. defined as “Agreement” in such terms and conditions), as each may be amended from time to time by ChargePoint. Any capitalized term not otherwise defined in this Scope and Terms document has the meaning ascribed in the Agreement.

**1.2 Service Term and Renewal.** Your Subscription for Premier Care that you purchase will commence (30) 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, ChargePoint will contact you to renew your Subscription, and last for the term purchased via the applicable invoice or purchase order (“**Renewal Term**”). Renewals Terms will commence on the date of the expiration of the initial Service Term or prior Renewal Term, as applicable.

**1.3 Payment Adjustment.** If the quantity of installed and/or active Hardware increases by more than 20% from the beginning to the end of your Service Term or applicable Renewal Term, as applicable, ChargePoint reserves the right to charge you for the increased number of Hardware covered by your Subscription for Premier Care (“**Difference**”). The Difference is calculated based on the average quantity between the start and end of your Service Term or Renewal Term, as applicable, where the first (50) stations are covered by the baseline fee for the applicable Subscription, and any additional stations are charged on a per station-basis according to the additional fee, as specified in your original invoice or purchase order.

**2. Scope.** The following subsections of this Section 2 collectively constitute the scope of services that ChargePoint will provide you during your Subscription for Premier Care. In connection with your Subscription for Premier Care, you will be assigned ChargePoint-designated personnel referred to as a Service Delivery Manager (“**SDM**”) who will perform Premier Care on behalf of ChargePoint. Premier Care will be only available for your already installed and/or active, as of your first access to Premier Care, Hardware, ChargePoint-provided cloud plans, and/or support services (“**Charging-Related Assets**”). You agree to designate a single point of contact (“**Customer POC**”) for all matters related to your Charging-Related Assets in connection with Premier Care.

##### 2.1 Onboarding and Enablement

**2.1.1 Kick-off.** Within 30 days after the start of your Subscription for Premier Care, SDM will schedule a remote kick-off meeting with Customer POC. As part of the aforementioned kick-off meeting, SDM will discuss with you the support management-related requirements of your Charging-Related Assets, including without limitation, identifying then-current service issues regarding Charging-

Related Assets and schedule dates for the Monthly Progress Reviews (as defined in section 2.2.2 below). Further, SDM will discuss Customer's objectives for Charging-Related Assets with Customer POC and select from ChargePoint's available reporting packages and schedule dates for the Quarterly Business Reviews (as defined in sections 2.2.3 and 3 below).

**2.1.2 Dedicated Product Training.** ChargePoint will provide you a total aggregate amount of 4 hours per every 12-month period, during the term of the Subscription for Premier Care, of remote training on non-technical user documentation to assist you with your use of the Charging-Related Assets ("**Training**"). Training will be based on ChargePoint-provided non-technical documentation regarding Charging-Related Assets, e.g. product FAQs, guides, service bulletins, etc. For the avoidance of doubt, Training does not include training or assistance in any manner regarding the installation, commissioning, and/or maintenance of Charging-Related Assets. Additional hours of Training, beyond what is provided to you as described above, may be available to you subject to additional fees.

## **2.2 Ongoing Services**

**2.2.1 Proactive Support Case Tracking and Coordination.** SDM will track and monitor support issues, whether Hardware or other product or service-related requests (including but not limited to invoicing issues and product requests), that you have regarding the Charging-Related Assets. To submit a support issue, contact ChargePoint's Support team (see [www.chargepoint.com/support](http://www.chargepoint.com/support) for contact information). You acknowledge that such support issues shall be reviewed by ChargePoint Support to determine whether such support issues can be addressed by ChargePoint ("**Acknowledged Support Issues**"). ChargePoint will use commercially reasonable efforts to address Acknowledged Support Issues. If an issue has already been submitted to ChargePoint Support or that it, you may escalate it to SDM. SDM will review Acknowledged Support Issues on a weekly basis (or daily basis if Assure Pro is purchased by you) and proactively escalate such issues when they are at risk of missing ChargePoint-defined service level objectives applicable to the Charging-Related Assets.

**2.2.2 Monthly Progress Review.** SDM will schedule monthly meetings with Customer POC to review operational matters covered by your Subscription ("**Monthly Progress Review**"), including, without limitation, updates regarding open Acknowledged Support Issues and/or internal ChargePoint work required to potentially resolve such issues. You acknowledge and agree Customer POC will be responsible for any communication and/or coordination within your organization of operational matters covered by your Subscription. Monthly Support Issue Review sessions on a more frequent basis than a monthly cadence may be available to you subject to additional fees.

**2.2.3 Quarterly Business Review.** SDM will schedule quarterly business reviews ("**QBRs**") with Customer POC to (a) review performance targets, key objectives and metrics for Charging-Related Assets in accordance with Reporting Packages described in Section 3; and (b) if targets are missed, diagnose the root cause of the applicable missed target and propose corrective actions.

## **2.3 Network Administration**

**2.3.1 Charger Management System (CMS) Configuration Support.** Upon written request from Customer POC, SDM will configure and/or adjust the initial network administration settings in connection with your then-active ChargePoint cloud plan ("**Configuration Support**"), including,

administrator set-up, organization contacts, payment details, and pricing policy. For the avoidance of doubt, any Configuration Support, including, without limitation, determination of pricing policy (including any adjustments or revisions thereto requested by Customer POC), will be your sole responsibility, as between you and ChargePoint, to ensure compliance with all applicable laws and regulations, including, without limitation, including any pricing you apply to charging sessions. For the avoidance of doubt, you acknowledge and agree that ChargePoint is not responsible for informing you of such aforementioned applicable laws or regulations, and ChargePoint will not be liable for your or any third party's failure (alleged or failure) to comply with such applicable laws and regulations. The scope of work described in Section 2.4 (Additional Services) is excluded from Configuration Support and may be available to you, subject to additional fees.

**2.3.2 Hardware Firmware Update Management.** At your request, your SDM will share release notes, collect your preferences for, and handle the ongoing management of firmware updates for your Hardware. Your SDM will provide weekly updates regarding such firmware updates. Frequency of firmware updates are at ChargePoint's discretion. Note if the firmware of your Hardware is not updated, then your firmware may no longer be supported by ChargePoint and technical issues or malfunctions with your Hardware or ChargePoint cloud services may occur, which may not be covered by ChargePoint.

**2.4 Additional Services.** The scope of work described below are available to you subject to additional fees separate from your Subscription to Premier Care. For any scope of work that are not included in this Section 2, then such work may be discussed with ChargePoint; provided, that such work will be subject to the mutual written agreement of the Parties.

- In-person kick-off of onboarding and enablement activities (as described in Section 2.1.1)
- Additional hourly Training (as described in Section 2.1.2)
- Additional support issue reviews (beyond standard monthly cadence)
- Customized data analysis and reporting formats that are not available in the standard reporting package
- Data migrations to/from your cloud services provided by ChargePoint
- Network Management does not include the following: Cloud services' organization restructuring including, without limitation: (i) asset transfers between organizations; (ii) design and/or implementation of new customer radio, custom, or power management group preferences; (iii) creation, deletion, consolidation, or permission granting of objects or rights for organizations; (iv) design and/or implementation of mass station updates due to new or updated customer standards, such as naming conventions, address formatting, applying power management, or other configuration changes that exceed 25 stations or organizations within a 30 day period or less; or (v) set-up for additional Remittances for your Flex Billings

**3. Reporting Packages.** See below reporting packages (fleet, public, or workplace) available in connection with Premier Care. The desired reporting package will be selected by Customer POC in connection with the onboarding and enablement activities described in Section 2.1.1.

Report Type	Fleet	Public	Workplace	Description
General				
Renewal / Services Summary	✓	✓	✓	Summary of station coverage by plan and expiration time frame.

Feature Score	✓	✓	✓	Evaluation of use of charger management system (CMS) features (e.g., pricing, waitlist, power management) by site.
Usage				
Revenue Report	-	✓	-	Report of revenue by site.
Driver & Port Usage	-	✓	✓	Summary of session count, unique drivers, and port-level activity.
Energy Dispensed	✓	✓	✓	Report of total kilowatt-hours delivered over a set period.
Gas Savings Estimate	✓	-	-	Estimated fuel savings based on energy usage.
Support				
Station Health	✓	✓	✓	Station details including uptime, status, reachability and software version.
Support Health	✓	✓	✓	Support details including ticket volumes, closure rates and resolution times.
Parts and Labor	✓	✓	✓	Station service activity including parts, labor and associated costs.

All the reporting packages described above are subject to the following scope of use and restrictions:

- Informational Use Only:** Reports are provided on an as-is basis and without warranty from ChargePoint for your informational and operational planning purposes only. You acknowledge and agree the aforementioned reports do not provide any service level guarantees, financial advice, or commitment to fixing technical issues with your Hardware unless covered under a separate support or services agreement with ChargePoint. ChargePoint is not responsible or liable in any manner for any business decisions, operational changes, or financial commitments made by you based on the contents of the aforementioned reports.
- Data Accuracy:** Reports reflect data available at the time of generation and may vary based on data accuracy and completeness.
- Report Delivery:** Reports will be delivered to you on a quarterly basis via an electronic medium determined by ChargePoint, unless otherwise mutually agreed to via QBR reviews.
- Data Retention:** Reports include up the trailing 12 months of data. Access to data beyond the trailing 12 months may be limited or require additional fees.
- Custom Requests:** Any customization of reports, including, without limitation, ad-hoc analysis, historical exports beyond standard retention, or tailored insights outside of the standard report packages must be requested in writing and may be subject to additional scope of work, timeline, and fees.
- Report Sharing:** Reports are provided to you for your internal business use only. ChargePoint is not responsible or liable in any manner if you provide the reports to third parties.
- Report Revisions:** ChargePoint reserves the right to update the format, delivery method, frequency, and content of the reports; provided that ChargePoint provides reasonable prior written notice (email will be sufficient) to you.