

TERMS AND CONDITIONS OF PURCHASE

1. Placement of Orders.

A. Purchase of Products. These Terms and Conditions of Purchase ("**Terms**") govern the purchase of (i) ChargePoint's hardware products, including without limitation, electric vehicle charging station(s) ("**ChargePoint Hardware**"), and/or (ii) third party-provided hardware sold by ChargePoint ("**Third Party Hardware**") (subsections A(i) and A(ii) herein are collectively defined as "**Products**") by you or the legal entity you represent ("**Company**") from the applicable ChargePoint entity as defined in Section 7.G below ("**ChargePoint**"). ChargePoint and Company are collectively defined as "**Parties**," and each are individually a "**Party**." Company's purchase of Products from ChargePoint shall be legally binding by a written Accepted Order specifying the quantity and model of Products to be purchased and requested delivery schedule (which, absent agreement between the Parties, shall be a date that is no less than sixty (60) days after the date of the applicable Accepted Order). Company's purchase of Products is subject to the terms and conditions described in these Terms. In the event there are terms and conditions in the Accepted Order that conflict with these Terms, then these Terms will supersede and control in such event. Company acknowledges and agrees its purchase of Third Party Hardware may be subject to additional terms and conditions and/or different warranty coverage than the Warranty (as defined below) – see <https://www.chargepoint.com/legal/support-services> ("**Third Party Warranty Terms**") for further details.

B. Acceptance of Purchase Orders. All purchase orders, and modifications to purchase orders, for Products are subject to acceptance or rejection by ChargePoint in its sole discretion. No purchase order shall be legally binding on ChargePoint until it is accepted in writing by ChargePoint ("**Accepted Order**"). ChargePoint agrees to use commercially reasonable efforts to notify Company of Accepted Order(s) or rejection of purchase orders within ten (10) business days after receipt thereof. Accepted Orders are non-cancelable, non-returnable, and non-refundable.

C. Refusal of Purchase Orders. ChargePoint may withhold shipments of Products to Company if Company exceeds its applicable credit limit (if any), has not provided prepayment (if applicable), is in violation of its payment obligations to ChargePoint, and/or otherwise is in material breach of these Terms.

D. Stations Require Subscription to Cloud Services. Products are designed to work with ChargePoint's cloud-based services ("**Cloud Services**"). Company's access to and use of Cloud Services requires its acceptance of the then-current version of ChargePoint's Master Services and Subscription Agreement, which may be updated from time to time by ChargePoint.

2. Delivery

A. Shipping Costs; Terms. All shipment of Products, unless otherwise agreed to by the Parties in writing, shall be FCA ChargePoint's warehouse. Notwithstanding the foregoing, certain Products, including without limitation Third Party Hardware, may ship directly from the manufacturer of such Products or from a third party as authorized by such manufacturer. In such cases, shipping shall be FCA applicable third party's warehouse. Company is responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs

associated with the shipment of Products to Company. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Company. In no event shall ChargePoint be liable for any costs related to the delay in delivery of the Products. Company's sole remedy for any material delay in delivery of the Products is to cancel the applicable order.

B. Transfer of Title. Delivery of Products to Company shall be completed upon delivery of the Products to Company's freight forwarder. Risk of loss and damage to Products shall pass to Company upon the delivery of such Products to such freight forwarder. ChargePoint shall use commercially reasonable efforts to deliver Products ordered by Company on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of the risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.

C. Substitutions. ChargePoint shall have the right to make substitutions and modifications to Products, including without limitation, the specifications of Products to be delivered pursuant to the applicable Accepted Order; provided that, such substitutions or modifications will not materially affect the Product's form, fit, function, or safety specifications.

3. Invoicing and Payment

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Company on or after the date it ships the ordered Products; provided that, ChargePoint may condition Accepted Order(s) on such credit and/or prepayment terms that ChargePoint determines, in its sole discretion, is necessary for such Accepted Order(s), including without limitation, Company's prior payment history and/or the quantity size of the order. If there is any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective until Company has consented to such changes in writing thereto. If Company causes a delay in delivery, ChargePoint may issue its invoice at any time on or after the scheduled delivery date.

B. Payment Terms. ChargePoint will invoice Company at time of shipment of the Products. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. All non-credit shipments, or shipments in excess of Company's available credit line, if any, shall be prepaid prior to shipment.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final, and Company shall have no right of return; provided that, ChargePoint shall comply with its obligations under the Warranty (as defined below).

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable Accepted Orders are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "**Taxes**") imposed by the United States, Canada or any foreign, state or local governmental entity, country or regional authority, or instrumentality thereof on the purchase, shipment, use or sale of the Products by or to Company, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Company for the full amount of such taxes and shall include such amount

as a separate line item on the invoice(s) sent to the Company; provided that, ChargePoint's failure to so bill the Company shall not relieve Company from the obligation to pay any Tax described in this section.

E. Payment Currency. All amount payable under these Terms shall be paid in United States dollars or if Company is located in Canada, then Canadian dollars. If Company is located outside of the United States, Company agrees to take all necessary actions required, including without limitation, registration of these Terms and application for permission to make payments to ChargePoint hereunder, with the appropriate government authorities in the Company's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Company's jurisdiction, as soon as reasonably practicable after Company's acceptance of these Terms. Company shall remit payment to ChargePoint, at Company's option (i) via wire, ACH transfer, or other form of electronic payment (acceptable to ChargePoint) to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion, without advance notice. ChargePoint may, in its discretion, (i) withhold further manufacture, performance or shipment; (ii) require immediate cash payments for past and future shipments or performance; (iii) require other security satisfactory to ChargePoint before further manufacture, performance or shipment is made; and/or (iv) may, if shipment has been made, recover Products from the carrier pending receipt of such assurances.

G. Provisions Relating to Shipments in Lots. If the applicable Accepted Order requires or authorizes delivery of Products in separate lots, shipments or milestones to be separately accepted by Company, Company may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of such purchase order. Company may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these Terms, unless such right of refusal is expressly provided for on the face hereof. Company shall pay for each lot in accordance with these Terms. Products held for Company are at Company's sole risk and expense.

H. Prices do not include Freight, Etc. Except to the extent expressly stated in the applicable Accepted Order(s), ChargePoint's prices do not include any freight, storage, insurance, taxes, excises, fees, duties, or other government charges related to the goods, and Company shall pay such amounts or reimburse ChargePoint for any amounts ChargePoint pays. If Company claims a tax or other exemption or direct payment permit, it shall provide ChargePoint with a valid exemption certificate or permit and indemnify, defend, and hold ChargePoint harmless from any taxes, costs and penalties arising out of same. ChargePoint's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, Company should consult with ChargePoint's sales offices. Any increases, changes, adjustments, or surcharges (including without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these Terms, shall be for Company's account.

I. Disputes. If Company disputes any portion or all of an invoice issued by ChargePoint,

then it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of such invoice. The undisputed portion of any issued invoice shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

J. Remedies upon Payment Default. If Company breaches these Terms, then ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise and subject to any cure rights of Company, declare the entire balance of Company's account immediately due and payable or foreclose any security interest in the delivered Products. If any unpaid balance is referred for collection, Company agrees to pay ChargePoint, to the extent permitted by applicable law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, pay any court costs or expenses incurred by ChargePoint and any finance charges accrued on any unpaid balance owed by Company.

K. Suspended Shipments. ChargePoint reserves the right to suspend further shipments of Products if Company is more than thirty (30) days late in payment of an undisputed invoice. ChargePoint reserves the right to terminate any order and/or shipment of Products if Company is more than sixty (60) days late in payment of an undisputed invoice.

4. **Installation**

Unless otherwise agreed by the Parties in writing, Company shall be responsible, as between the Parties, for arranging for the installation and provisioning of the Products and any associated costs thereof. At Company's request, ChargePoint may provide the names and contact information of one or more installers of Products; provided that, in providing such information ChargePoint makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING BETWEEN THE PARTIES, CHARGEPOINT IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION AND/OR PROVISIONING SERVICES OF THE PRODUCTS OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.

Certain Products may require an onsite review and confirmation that the installation of Company's purchased Product(s) meet all ChargePoint specifications ("**Commissioning**"). Company's purchase of Commissioning is subject to and governed by the terms and conditions for Commissioning, which may be found at <https://www.chargepoint.com/legal/deployment-consulting-services>.

5. **Warranties/Limitation of Liability**

A. Warranty. ChargePoint Hardware is covered by the terms and conditions of ChargePoint's Standard Parts Warranty ("**Warranty**") and Third Party Hardware is covered by the terms and conditions of Third Party Warranty Terms, both may be found at <https://www.chargepoint.com/legal/support-services>. The applicable terms and conditions of the Warranty and Third Party Warranty Terms are hereby incorporated by reference into these Terms. Unless otherwise agreed by the Parties in writing, Third Party Hardware is covered by the terms and conditions of the warranty of the manufacturer of the applicable Third Party

Hardware, as described in the Third Party Warranty Terms.

B. Post-Warranty Maintenance. Company acknowledges and agrees that to obtain Warranty-related and/or other maintenance services for ChargePoint Hardware after the expiration of the Warranty-related coverage for purchased ChargePoint Hardware, Company must purchase extended warranties and/or maintenance agreements 180 days prior to the expiration of the initial Warranty from either directly from ChargePoint or an authorized ChargePoint reseller or distributor. If the initial Warranty has expired more than 180 days, then Company will need to contact ChargePoint for eligibility requirements to purchase extended warranties and/or maintenance agreements for ChargePoint Hardware.

C. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, NEITHER CHARGEPOINT NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CHARGEPOINT AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS BY THE PRODUCTS, OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARGEPOINT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS.

D. Limitation of Liability.

i. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CHARGEPOINT OR ITS SUPPLIERS BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. COMPANY'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT CHARGEPOINT'S OPTION, REPAIR OR REPLACEMENT OF THOSE PRODUCTS TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY CHARGEPOINT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING PRODUCTS.

E. Warranty Exclusions. Warranty and Third Party Warranty Terms are subject to certain exclusions as more fully described in the respective documents. COMPANY HAS BEEN INFORMED AND UNDERSTANDS THAT, IN THE EVENT ANY SUCH EXCLUSION BECOMES APPLICABLE, ALL APPLICABLE REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TERMS SHALL IMMEDIATELY BECOME NULL AND VOID.

F. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 5 ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES COMPANY MAY HAVE AGAINST CHARGEPOINT WITH RESPECT TO NONCONFORMANCE OF THE PRODUCTS.

6. Intellectual Property

A. Restrictions on Use. Company shall not: (i) create derivative works based on the Products, (ii) copy, frame or mirror any part or content of the Products, (iii) reverse engineer any Products, and/or (iv) access or use the Products for any improper purpose whatsoever, including without limitation, to (1) build a competitive product or service, and/or (2) copy any features, functions, interface, graphics or “look and feel” of the Products.

B. Ownership of Intellectual Property. As between the Parties, all right, title and interest in and to any intellectual property related in any way to the ChargePoint Hardware is, and shall remain, the exclusive property of ChargePoint. For these purposes, the term “intellectual property” shall mean, all of a Party’s patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

7. General

A. Attorneys’ Fees. If any action at law or in equity is necessary to enforce these Terms, the prevailing Party shall be entitled to reasonable attorneys’ fees, costs, and expenses in addition to any other relief to which the prevailing Party is otherwise entitled.

B. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such Party.

C. Waiver. The failure of either Party to require performance by the other Party of any provision hereof shall not affect such Party’s full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

D. Severability. If any provision of these Terms shall become unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

E. Assignment. The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their successors, executors or administrators; provided however, that neither ChargePoint nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other Party in its reasonable discretion; provided however, that Company and

ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, “**Acquisition Transactions**”). Notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of ChargePoint without ChargePoint’s prior written consent, which shall be subject to its sole discretion. Any attempted assignment in violation of this provision shall be void.

F. Notices. Any notice, request, demand or other communication by these Terms required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other Party or delivered to the address for each Party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the Parties.

G. Governing Law, Jurisdiction and Dispute Resolution. The ChargePoint entity entering into these Terms with the Company, the address to which Company should direct notices under these Terms, the applicable governing law, and applicable place of jurisdiction, shall be determined according to where Company is domiciled as follows:

| If Company is domiciled in: | ChargePoint Entity entering into these Terms with Company: | Notices should be addressed to: | Governing law: | 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 | TBD | British Columbia and controlling Canadian federal law | Vancouver, British Columbia, Canada | ADR Institute of Canada |

These Terms, and any disputes related to these Terms, will be governed by the applicable “Governing law” referenced above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Company’s violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with these Terms 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 these Terms 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.

H. Entire Agreement. These Terms and the attachments hereto (if any) constitute the entire agreement between the Parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each Party.

I. English Language Governs. Where ChargePoint has provided Company with a translation of the English language version of these Terms, Company agrees that such translation is provided for its convenience only and that the English language version of these Terms governs Company's relationship with ChargePoint. If there is any conflict between the applicable translation and the English language version of these Terms, it is the express wish of the Parties these Terms and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des Parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.