

ANNEX: FLEET TELEMATICS AND CHARGE MANAGEMENT CLOUD SERVICES

If Service User orders and uses the Fleet Telematics Cloud Service, Charge Management Cloud Service, and Hardware described in this Annex B ("**Annex**"), then this Annex forms an inseparable part of Cloud Terms. In the event of a conflict between Cloud Terms and this Annex, the order of precedence solely for such conflict as it pertains to the Cloud Services governed by this Annex shall be as follows: (1) this Annex; and (2) Cloud Terms. Unless otherwise defined herein, capitalized terms in this Annex shall have the same meaning prescribed in Cloud Terms.

1. Definitions.

- 1.1. **Activation:** means adding a charging station and or vehicle to the applicable Cloud Services.
- 1.2. **Analyzed Data:** means any analyzed or derived data of Raw Data compiled or created by ChargePoint. Analyzed Data will not directly or indirectly identify Subscriber, any Downstream End Users, or any natural person.
- 1.3. **Charge Management Service:** means individually or collectively Subscriptions made generally available by ChargePoint for Cloud Services that provide charger management service for fleet EV vehicles to applicable Service Users in connection with Cloud Services.
- 1.4. **Cloud Services:** individually and collectively, as applicable, means Fleet Telematics Service and Charge Management Service
- 1.5. **Downstream End User:** means any third parties (a) authorized by Subscriber to access and use the applicable Cloud Services; provided, that Subscriber has notified ChargePoint in writing of such authorization; (b) who have purchased the necessary entitlement from ChargePoint or its authorized resellers or distributors to access and use applicable Cloud Services; and (c) who have agreed to be legally bound to Cloud Terms and this Annex in connection with its access and use of Cloud Services.
- 1.6. **Fleet Telematics Service(s):** means individually or collectively Subscriptions made generally available by ChargePoint for Cloud Services that monitor fleet EV vehicles using GPS technology and on-board diagnostics to plot such vehicles movements for applicable Service Users in connection with Cloud Services.
- 1.7. **Licensed Analyzed Data:** Certain set of Analyzed Data, as determined by the Subscription purchased by the applicable Service User, made available by ChargePoint to such Service Users; provided, that such Service Users have purchased the necessary entitlement from ChargePoint or its authorized resellers or distributors to access and use the applicable Licensed Analyzed Data.
- 1.8. **Raw Data:** means data and other information made available by Hardware in connection with applicable Service User's use of Cloud Services.
- 1.9. **Service User(s):** individually and collectively, as applicable, means Subscriber and Downstream End User.

2. Services.

- 2.1. ChargePoint shall provide Cloud Services only during the Term of the applicable Subscription for Service User-provided vehicle (a) equipped with Hardware, as provided by ChargePoint for use with Cloud Services (including a Data Hub), or (b) monitored by a ChargePoint-approved third party hardware supplier via an API connection, each operated within the United States and/or Canada. For the avoidance of doubt, Cloud Services are designed to be used in conjunction with Hardware in the United States and Canada only.
- 2.2. Unless agreed upon otherwise in writing by the Parties, Service User shall be responsible for the operation and management, including verification of the settings of Cloud Services, the usage of Cloud Services, and the manner in which the results of Cloud Services will be used. Service User is also responsible for instructing its end user on how to use Cloud Services and applicable Hardware.

- 2.3. The transmission of Raw Data generated or stored by or in connection with Cloud Services may be impacted, and as a result lost, due to errors, interruptions, maintenance or the unavailability of Cloud Services, including due to communication issues between Cloud Services and the applicable Hardware. ChargePoint shall not be liable for the aforementioned data loss.
- 2.4. ChargePoint is not obligated to provide any upgrades or new releases of Cloud Services. ChargePoint is not responsible for verifying the accuracy and comprehensiveness of Raw Data generated by Hardware and Cloud Services. As between the Parties, Service User shall verify, on a regular basis, the results of the Cloud Services and the Raw Data generated by such services.

3. Data and Hardware.

- 3.1. As between the Parties, Service User owns the Raw Data. Service User hereby grants ChargePoint a fully-paid, royalty-free, nonexclusive, worldwide, sublicenseable, and transferable license to use, reproduce, access, store, reproduce, import, transmit, maintain, display, process, and otherwise use Raw Data for the purpose of (a) providing Cloud Services to Service User and any related support; (b) operating, maintaining, administering, improving, and supporting Cloud Services and other ChargePoint products and services; and (c) complying with applicable laws. Service User acknowledges and agrees that the foregoing license grant includes the right by ChargePoint to derive or create Analyzed Data and share the results of Analyzed Data with Service User as Licensed Analyzed Data if Service User has a then-active Subscription for Cloud Services. ChargePoint and its successors shall own Analyzed Data and may use and exploit Analyzed Data for any purpose without attribution or compensation; provided that Analyzed Data does not disclose any Raw Data or identify Service User as the source of such Analyzed Data. Service User shall not be entitled to access Licensed Analyzed Data after the termination of Service User's Subscription for Cloud Services; provided, that following such termination of the applicable Subscription for Cloud Services, Service User shall have thirty (30) days during which to transfer any Licensed Analyzed Data, provided by ChargePoint in connection with then-terminated Subscription, to Subscriber's own data storage or other repository.
- 3.2. Unless otherwise agreed to in writing by the Parties, the applicable Service User's purchase of Hardware in connection with Cloud Services is subject to ChargePoint's Terms and Conditions of Purchase found here: <https://www.chargepoint.com/legal/termsandconditions>.

4. Hardware Warranty.

- 4.1. Hardware provided by ChargePoint in connection with Cloud Services is covered by ChargePoint's Commercial Warranty found here: <https://www.chargepoint.com/legal/support-services> ("**Hardware Warranty**"). Hardware Warranty shall not apply if Service User is not in compliance with its obligations under this Annex and/or Hardware Warranty.
- 4.2. If a coverage claim for Hardware Warranty has no merit, including a defect reported later than the warranty period, Service User will no longer be entitled to repair or replacement free of charge and Service User shall pay all costs incurred by ChargePoint in connection with any repair or replacement (including but not limited to costs in connection with work performed or recovery, including costs incurred to establish that a defect has occurred).
- 4.3. Parts manufactured or intellectual property owned by a third party may be incorporated into and form part of the Hardware and/or Cloud Services. Such products, services, or intellectual property owned by third parties are not covered by Hardware Warranty.

5. Hardware Fees.

In addition to Section 5 (Payment Terms) described in the Cloud Terms, ChargePoint's invoices to Service User will be due and payable by Service User in accordance with the following:

- 5.1 Development, integration, installation services and other fees associated with the provision of the Hardware and integration with Cloud Services: ChargePoint shall invoice Service User in accordance with a schedule agreed between the Parties in writing for such services. If no schedule is agreed Service User shall pay for such services within thirty (30) days of the date of ChargePoint's invoice.

6. Support.

ChargePoint shall use reasonable efforts to provide support to Service User during the Term of a Subscription for Cloud Services and which shall comprise phone and e-mail support in connection with the use of Hardware and Cloud Services in accordance with this Annex. ChargePoint may set parameters around Service User's personnel who may contact ChargePoint in connection with support issues (including but not limited to the number of such personnel who

may contact ChargePoint and qualification criteria required before such personnel may contact ChargePoint). ChargePoint shall respond to a request for support as soon as reasonably possible. ChargePoint does not make any guarantee regarding the accuracy, completeness or timeliness of the support or the period in which a support request will be resolved. Unless agreed upon otherwise in writing by ChargePoint, support shall only be provided on business days during the normal opening hours of ChargePoint.

7. Term and Termination.

Unless otherwise mutually agreed to with Service User, a Subscription for Cloud Services will commence the first day of the month when the Activation occurs for the applicable Cloud Services and shall be for an initial term of twelve (12) months ("**Initial Term**"). Initial Term shall automatically renew for subsequent twelve (12) month periods ("**Renewal Term**") unless Service User provides ChargePoint with not less than three (3) months written notice of non-renewal prior to the expiry of a Renewal Term. Initial Term and Renewal Term shall collectively be defined as "**Term**."

8. Personal Data.

To the extent that Personal Data (as defined in DPA) is processed in connection with the provision of Cloud Services such processing shall be conducted in accordance with the then-current North America Data Processing Agreement annex ("**DPA**") to the Cloud Terms.