

ANNEX: TELEMATICS SERVICES AND CHARGE MANAGEMENT SERVICES

If Service User orders and uses the Telematics Services, Charge Management 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 Services governed by this Annex shall be as follows: (1) this Annex; and (2) Cloud Terms. Capitalized terms in this Annex shall have the same meaning prescribed in Cloud Terms.

1. Definitions.

- 1.1. **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.
- 1.2. **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 Services.
- 1.3. **Downstream End User:** means any third parties (a) authorized by Subscriber to access and use the applicable 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 Services; and (c) who have agreed to be legally bound to Cloud Terms and this Annex in connection with its access and use of Services.
- 1.4. **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.
- 1.5. **Raw Data:** means data and other information made available by Hardware in connection with applicable Service User's use of Services.
- 1.6. **Services:** individually and collectively, as applicable, means Telematics Services and Charge Management Service.
- 1.7. **Service User(s):** individually and collectively, as applicable, means Subscriber and Downstream End User.
- 1.8. **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 Services.

2. Services.

- 2.1. ChargePoint shall provide 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 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, 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 Services, the usage of Services, and the manner in which the results of Services will be used. Service User is also responsible for instructing its end user on how to use Services and applicable Hardware.
- 2.3. The transmission of Raw Data generated or stored by or in connection with Services may be impacted, and as a result lost, due to errors, interruptions, maintenance or the unavailability of Services, including due to communication issues between the 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 Services. ChargePoint is not responsible for verifying the accuracy and comprehensiveness of Raw Data generated by Hardware and Services. As between the Parties, Service User shall verify, on a regular basis, the results of the Services and the Raw Data generated by 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 Services to Service User and any related support; (b) operating, maintaining, administering, improving, and supporting 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 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 Services; provided, that following such termination of the applicable Subscription for 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 Services is subject to ChargePoint's Terms and Conditions of Purchase found here: <https://chargepoint.ent.box.com/v/CP-Purchase-Terms-Conditions>.

4. Hardware Warranty.

- 4.1. Hardware provided by ChargePoint in connection with Services is covered by ChargePoint's Standard Parts Warranty found here: <https://chargepoint.ent.box.com/v/CP-parts-exchange-warranty-NA> ("**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 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:

- a) 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 Services shall be for an initial term of forty-eight (48) 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 Services such processing shall be conducted in accordance with the provisions of Exhibit 1 – Data Processing Agreement.

EXHIBIT 1

DATA PROCESSING AGREEMENT

This DPA sets forth terms applicable to the processing of Personal Data in the context of the Telematics Services, to the extent that ChargePoint and/or any of its group entities for such processing are a Service Provider, Processor, or similar categorization, as set forth in the Data Privacy Laws (as defined below). This Data Processing Agreement (“DPA”) form an inseparable part of the Annex and shall enter into force at the same time as the Annex without further declaration or separate written consent. In the event of a conflict between this DPA and the Annex, this DPA shall prevail.

Service User and ChargePoint agree as follows:

Definitions. For purposes of this DPA:

- a. **“Data Privacy Law(s)”** means all applicable US State or other US privacy laws, regulations, and any other applicable jurisdictions’ laws relating to privacy, data protection, data security, breach notification, or the Processing of Personal Data, including without limitation, to the extent applicable, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., (“CCPA”), privacy laws passed by other U.S. states, the Personal Information Protection and Electronic Documents Act (“PIPEDA”) and other laws passed by the Provinces of Canada (in all cases including all applicable regulations and amendments). For the avoidance of doubt, if ChargePoint’s Processing activities involving Personal Data that are not within the scope of a given Data Privacy Law, such law is not applicable for purposes of this DPA.
- b. **“Personal Data”** includes “Personal Data,” “personal information,” “personally identifiable information,” and similar terms, and such terms shall have the meaning as defined by Data Privacy Laws, that is Processed in relation to the Cloud Terms.
- c. **“Personal Data Breach”** means any accidental, unlawful or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of or damage to Personal Data or any other unauthorized Processing of Personal Data.
- d. **“Process”** and **“Processing”** mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- e. **“Processor”** and **“Controller”** shall have the respective meanings assigned to them by Data Processing Laws, or as similar terms are defined in the Data Processing Laws.
- f. **“Services”** or **“Telematics Services”** means the Telematics services ChargePoint is obligated to provide Subscriber pursuant to then-active Subscription.
- g. **“Subprocessor”** means any subprocessor affiliate or other direct or indirect subcontractor that Processes Personal Data.

1. Applicability

- 1.1. The terms and conditions of this DPA govern the processing of Personal Data by ChargePoint on behalf of Service User and shall describe the scope, nature, purpose, type of Personal Data and categories of individuals of such processing. This DPA may be changed pursuant to the mechanism described in section 9.
- 1.2. For purposes of providing the products and services pursuant to and directly related to the Telematics Services (**“Purpose”**), ChargePoint will process personal information as a Processor on behalf of the Service User. With respect to the Personal Data Service User discloses to ChargePoint for the Purpose, or that ChargePoint collects on behalf of the Service User to provide the Service, Service User is a Controller as those terms are defined in the Data Privacy Laws.

2. Scope of Processing

2.1. ChargePoint shall process the Personal Data in connection with the Services only on documented instructions from the Service User, unless ChargePoint is required to process such Personal Data on the basis of a law to which ChargePoint is subject. In such a case, ChargePoint shall inform the Service User of that legal requirement, unless that law prohibits such information on important grounds of public interest.

2.3. Service User shall ensure that the processing is lawful.

3. Security and Data Breaches

3.1. ChargePoint shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. ChargePoint shall without undue delay notify Service User if it receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority, with respect to processed Personal Data, except where ChargePoint is prohibited by law from making such disclosure.

3.2. ChargePoint shall, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of harm to the individuals that the Personal Information relates to, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk related to the Processing. ChargePoint shall also assist the Service User in ensuring compliance with the Data Privacy Laws as required by those Laws.

3.3. ChargePoint shall notify the Service User promptly after confirming a Personal Data breach as defined in the Data Privacy Laws.

3.5. ChargePoint shall assist the Service User in ensuring compliance with Service User's notification obligations as required under the Data Privacy Laws relating to such breach.

4. Subprocessors

4.1. Service User hereby consents to the engagement of Subprocessors.

4.2. ChargePoint shall impose on each Subprocessor data protection obligations that are materially the same as those imposed on ChargePoint under this DPA.

5. Assistance from ChargePoint

5.1. ChargePoint makes available to the Service User all information necessary to demonstrate compliance with the obligations set forth in the Data Privacy Laws.

5.4. ChargePoint shall refer any request from an Individual who is exercising the Individual's rights under the Data Privacy Laws without undue delay to Service User, to the extent that these rights concern the processing. ChargePoint shall, insofar as this is possible, assist Service User with Service User's response to requests for exercising data subject's rights. In the event of unreasonably frequent or excessive requests, ChargePoint may charge a reasonable fee for such assistance.

6. International transfer

6.1. ChargePoint may Process Personal Information outside of the country where the Service is provided.

7. Termination

7.1. ChargePoint at the request of the Service User, shall delete or return all the Personal Data it Processes on behalf of the Service User to the Service User, within 30 days after the applicable Subscription has ended.

7.2. ChargePoint shall within that time period also inform all its relevant sub-processors that the applicable Subscription has ended and shall instruct them to delete or return such Personal Data.

7.3. ChargePoint is not obliged to delete such Personal Data if it is required by law to store such Personal Data, or if the retention of this data is necessary to demonstrate ChargePoint's compliance with the Annex, the Data Privacy Laws or other applicable law.

7.4. ChargePoint shall, at the written request of Services User, the confirm that such Personal Data are deleted or returned in compliance with this provision.

8. Analytics

8.1. ChargePoint may Process the Personal Data to: (i) improve its products and services; (ii) analyze and compile information on use patterns; (iii) and to determine the prices and other conditions of its products and services.

9. Changes to DPA and Term of DPA

9.1. Processor may amend this DPA pursuant to the mechanism set forth in this section:

- a. Before implementing any change in the DPA, ChargePoint shall notify Service User beforehand by sending via a contact point provided by the Service User a new version of the DPA and an explanation of the proposed changes.
- b. Service User shall have the opportunity to object to such change in writing within two weeks of its first receipt of the aforementioned notification. In case of such an objection, ChargePoint may terminate the Annex and/or the Services to which the amended DPA relates including this DPA without damages within four weeks after ChargePoint notified Service User of the proposed changes under section 9.1.a.

If Service User has not objected pursuant to section 9.1.b within two weeks after its first receipt of notification of the amended DPA, then the amended DPA shall take effect as of the day set by ChargePoint in the DPA, or, if ChargePoint has not set such a date, within two weeks after notification pursuant to section 9.1.a.