

CHARGEPOINT AS A SERVICE AGREEMENT

IMPORTANT: THIS CHARGEPOINT AS A SERVICE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (“SUBSCRIBER”) AND THE APPLICABLE CHARGEPOINT ENTITY (“CPI”) WHICH CAN BE FOUND IN SECTION 16 BELOW. PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

PURPOSE OF THE AGREEMENT

This Agreement describes the terms and conditions pursuant to which ChargePoint will provide electric vehicle (“EV”) charging services to EV drivers (the “Service”). Under the terms of the Service, Subscriber will be entitled to select the locations (each, a “Location”), and the prices, at which EV drivers may charge. The Service is offered as a subscription. In order to deliver the Service, ChargePoint will install one or more EV charging stations (“Charging Stations”) at each Location after consultation with, and at Locations acceptable to, Subscriber. Subscriber and CPI are each sometimes referred to herein as a “Party” and collectively as the “Parties.”

1. AGREEMENT TERM; SUBSCRIPTION; EXHIBITS.

1.1. CPI offers subscriptions to Services for a term agreed to by CPI and Subscriber (each, a “Subscription”). CPI shall provide the Service to Subscriber throughout the entire period of the applicable Subscription. Except as set forth in Section 6, a Subscription is binding and may not be canceled. In case of any attempted early cancellation or termination of a Subscription by Subscriber not otherwise permitted under Section 6 of this Agreement, Subscriber must pay the remaining balance of the subscription fees for the applicable Subscription.

1.2. Each Subscription will commence ninety (90) days from the date the applicable Charging Station(s) associated with such Subscription is shipped to Subscriber (“Subscription Commencement Date”) and will last for the applicable term purchased. All renewal Subscriptions will begin on the day following the expiration date of an applicable Subscription (the “Renewal Date”).

1.3. The Term of the Agreement. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of the Subscriptions associated with this

Agreement (“Term”). The term “Effective Date” shall mean the earliest date of: (a) the effective date of Subscriber’s initial quote for the Service associated with this Agreement; (b) the date that Subscriber electronically accepts this Agreement, or (c) the date of Subscriber’s first use of the Service.

1.4. This Agreement includes the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference. In the event of any conflict between this Agreement and any Exhibit, this Agreement shall prevail. Capitalized terms not otherwise defined in an Exhibit shall have the meaning ascribed to them in this Agreement.

1. Exhibit 1: Flex Billing
2. Exhibit 2: Terms Regarding Granting and Receipt of Rights
3. Exhibit 3: Special Terms for 1-year term Subscriptions

2. INVOICING; PAYMENT.

2.1. Subscriber will be billed, annually in advance, for subscription fees for an applicable Subscription. ChargePoint will invoice Subscriber on the Subscription Commencement Date. Thereafter, ChargePoint will invoice Subscriber on the Renewal Date. All invoices are due within thirty (30) days of the invoice date.

2.2. 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. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI’s rights or remedies, terminate the subscription, suspend the provision of the Service, and/or enter onto Subscriber’s premise for the purpose of reclaiming the Charging Stations. Subscriber shall be liable for all costs, including reasonable attorneys’ fees and Charging Station recovery fees, incurred by CPI in connection with its efforts to collect any past due amounts. Subscriber is required to pay all amounts due and owing during its chosen Subscription term regardless of whether it is using the Service.

3. INSTALLATION AND MAINTENANCE OF CHARGING STATIONS.

3.1. Site Preparation and Installation of Charging Stations.

3.1.1. After consultation with Subscriber, parking spaces at an applicable Location will be designated (the “Designated Parking Spaces”) for installation of the Charging Stations. Before installation, Subscriber shall be responsible for performing Site Preparation, as described below. For Subscriber’s convenience only CPI may provide contact information of certain operations and maintenance partners (each, a “CPI Partner”), who can assist Subscriber with Site Preparation. All Site Preparation services, whether performed by a CPI Partner or other third party, on behalf of Subscriber shall be performed pursuant to a separate agreement between such CPI Partner or other third party and Subscriber (“Separate Agreement”). The Parties agree that, in providing such information, CPI makes no representation or warranty of any kind, nor does CPI take or assume any liability in connection with the Separate Agreement. For purposes of this Agreement, the term “Site Preparation” shall mean, without limitation, performing any electrical service upgrades, installing conduit runs, running wiring, installing cell repeaters, ensuring cellular coverage and other site work

necessary to provide adequate power and connectivity to each of the Designated Parking Spaces according to CPI's published Site Design Guide specifications. Please visit CPI's training website available at <https://chargepoint.ent.box.com/v/cp-university> for instructions on how to access CP University and access to the relevant Site Design Guide specifications.

3.1.2. After Subscriber completes Site Preparation, Subscriber will notify ChargePoint that Charging Stations may be installed at the Designated Parking Spaces. Notice must be provided with the Construction Signoff Form found at www.chargepoint.com/guides/. If Subscriber does not use a ChargePoint Partner to complete Site Preparation and if ChargePoint attempts to install the Charging Stations but is unable to do so because the Site Preparation has not been completed in accordance with ChargePoint's published specifications, Subscriber agrees to pay a re-dispatch fee of \$300 within thirty (30) days of receipt of ChargePoint's invoice for such fee. Once the applicable Charging Station(s) have been installed, Subscriber may not move the Charging Stations from the Designated Parking Spaces. Charging Stations and replacement parts installed pursuant to this Agreement may be new or refurbished and equivalent to new in performance and reliability.

3.2 Maintenance of Charging Stations

3.2.1. ChargePoint shall ensure that the Charging Stations function in the manner required to provide the Service. In the event Subscriber knows of or becomes aware of any malfunctioning Charging Station, Subscriber shall promptly notify CPI of such malfunction. ChargePoint will respond to Subscriber within 1 (one) business day of learning of a malfunctioning Charging Station. Subscriber will cooperate with CPI, so that CPI may remotely diagnose an issue with the Charging Station. ChargePoint is responsible for servicing, repairing, modifying, and adjusting Charging Stations. Subscriber shall not directly or indirectly service, repair, modify or adjust any Charging Station. ChargePoint's obligations include providing labor and parts coverage for vandalism, damage or other problems caused by accidents or negligence; provided that, ChargePoint reserves all rights to charge Subscriber for all costs incurred for unauthorized services, repairs, modifications and adjustments to the Charging Station caused by Subscriber, its employees, agents.

3.2.2. ChargePoint's obligations under this Section 3 do not include repairing, replacing monitoring or servicing anything other than the Charging Stations. For example, ChargePoint will not configure, repair, replace or otherwise maintain repeaters installed by Subscriber as part of the Site Preparation Process.

3.2.3. Subscriber agrees that it shall not interfere with, or cause its employees or agents to interfere with, CPI's performance of maintenance services, or in any other way interfere with CPI's responsibilities under this Agreement.

3.2.4. Subscriber agrees to provide CPI or its service partners with access, during normal business hours (9:00 a.m. to 5:00 p.m., Monday to Friday), to the Charging Stations to perform required maintenance work. In addition, Subscriber shall designate and keep current a Subscriber manager in its ChargePoint Cloud Service account, who shall act as Subscriber's sole liaison with CPI for those matters covered by this Agreement.

3.2.5 Subscriber agrees, at its own expense and at all times during the Subscription, to keep public areas, parking spaces, streets and sidewalks appurtenant to the Designated Parking Spaces reasonably free of debris and rubbish and in good repair and condition.

4. **CLOUD SERVICES.** During a Subscription, ChargePoint shall make available to Subscriber the software-as-a-service offering (“ChargePoint Cloud Service”) that will permit Subscriber to, among other things, designate who may use the Charging Stations to charge an electric vehicle and the price charged for such use. The ChargePoint Cloud Services are an integral part of the Service and all references in this Agreement to the Service shall be deemed to include a reference to the ChargePoint Cloud Services.

5. **RESPONSIBILITIES AND AGREEMENTS.**

5.1 **OPERATION OF THE CHARGEPOINT NETWORK.** In addition to maintenance obligations set forth in Section 3 of this Agreement, CPI shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (the “ChargePoint Network”); (ii) provisioning and operating, maintaining, administering and supporting the applications offered on the Cloud Services; and (iii) operating the ChargePoint Network in compliance with all applicable laws. CPI will protect the confidentiality and security of all personally identifiable information in accordance with all applicable laws and regulations and the CPI Privacy Policy.

5.2 **LIMITATIONS ON RESPONSIBILITY.** CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) continuous availability of electrical service to any of Subscriber’s Charging Stations; (ii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; and (iii) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions.

5.3 **SUBSCRIBER’S RESPONSIBILITIES AND AGREEMENTS FOR CLOUD SERVICES**

5.3.1 **GENERAL.** All use of the ChargePoint Cloud Services by Subscriber, its employees and agents shall comply with this Agreement. All ChargePoint Cloud Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber’s own use, and Subscriber shall keep all such items secure and confidential. Subscriber shall use reasonable efforts to prevent, and shall be fully liable to CPI for, any unauthorized access to, use of or damage to the ChargePoint Network or ChargePoint Cloud Services arising as a result of Subscriber’s breach of its obligations as a result its failure to comply with its obligations under this Section 5.3.1. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

5.3.2 USE RESTRICTIONS AND LIMITATIONS OF CLOUD SERVICES.

Subscriber shall not:

a) sell, resell, license, rent, lease or otherwise transfer the Services or any data collected or maintained by CPI in connection with the operation of ChargePoint therein to any third party;

(b) interfere with or disrupt the Services, the ChargePoint Network, servers, or networks connected to the ChargePoint Cloud Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Network;

(c) attempt to gain unauthorized access to the ChargePoint Network or the Services or related systems or networks or any data contained therein, or access or use the Services through any technology or means other than those provided or expressly authorized by CPI;

(d) reverse engineer, decompile or otherwise attempt to extract the source code of the Services, including, without limitation, the Charging Stations and cloud services, or any part thereof, except to the extent expressly permitted or required by applicable law;

(e) create derivative works based on the ChargePoint Network, the Services, or any of ChargePoint's various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, (the "CPI Marks") and all other CPI-supplied material developed by CPI;

(f) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection therewith;

(g) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to the Service, copy, frame or mirror any part of the Service, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(h) access the ChargePoint Network, any part of the Services for any competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(i) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Services or collect information about ChargePoint users for any unauthorized purpose;

(j) upload, transmit or introduce any malicious code to ChargePoint or Services;

(k) use any of the Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction;

(l) use the ChargePoint Cloud Services to upload, post, display, transmit or otherwise make available (i) any inappropriate, defamatory, obscene, or unlawful content; (ii) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (iii) any messages, communication or other content that promotes pyramid schemes, chain letters,

constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation; or

(m) Utilize the Content for any other purpose other than Subscriber's internal business purpose.

5.3.3 OWNERSHIP OF CONTENT. ChargePoint shall own and hold all right, title and interest in and to the following:

(a) Content, including all data collected or maintained by CPI in the operation of ChargePoint, the Services and the Charging Stations; and

(b) CPI Property, including (i) ChargePoint, (ii) the Services, (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and the Services, (iv) the CPI Marks and (v) all other CPI-supplied material developed or provided by CPI for Subscriber's use in connection with the Services.

5.3.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber's property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the Services. CPI may utilize the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business (the "Subscriber Marks") to advertise that Subscriber is using the Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the Services.

5.3.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall not use any of the CPI Marks for or with any products, except in the manner permitted pursuant to CPI's usage guidelines. From time to time, CPI may provide updated CPI Mark usage guidelines, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber content and services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, the ChargePoint Network, or the Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

5.3.6 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to the ChargePoint Network; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access the ChargePoint Network as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any “next generation” services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

5.3.7 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS

TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

6. RENEWAL AND TERMINATION.

6.1 Upon the expiration of a Subscription, unless ChargePoint has received Subscriber's notice of intent not to renew sixty (60) days prior to the expiration of an applicable Subscription, the Subscription will auto renew and ChargePoint shall invoice Subscriber for a new one-year Subscription, with subscription fees at the list price applicable thereto, subject to increases.

6.2 This Agreement may be immediately terminated by Subscriber for cause if (i) CPI is in material breach of any of its obligations under this Agreement and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof from Subscriber, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. Any notice of termination of this Agreement by Subscriber pursuant to this Section 6.1 shall be sent to the address for notices set forth below in Section 18.

Upon any termination of this Agreement for cause by Subscriber pursuant to this Section 6.2, CPI shall refund a pro-rata portion of any pre-paid subscription fees.

6.3 This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; or (iii) as otherwise explicitly provided in this Agreement.

6.4 Subscriber hereby grants CPI the right, upon termination of this Agreement, and upon the termination of any Subscription that Subscriber elects not to renew, to enter the Location for the purpose of removing the Charging Stations and any equipment owned by CPI, and any other ancillary property of CPI relating thereto. Within thirty (30) days of termination of a Subscription, ChargePoint and Subscriber will engage in good faith to schedule a date upon which such Charging Stations from the Location. CPI will remove such Charging Stations and other equipment at no cost to Subscriber. Upon termination of a Subscription, Subscriber shall immediately cease its use of all Services related to such Subscription and CPI will no longer be bound to deliver the Services under such Subscription. Subscriber agrees that it shall not interfere with, and will cause its employees and agents not to interfere with, CPI in conjunction with the service, maintenance, or removal of the Charging Stations, or in any other way interfere with CPI's responsibilities under this Agreement.

7. INDEMNIFICATION.

7.1 “Damages” shall mean any injury, wound, wrong, hurt, harm, fee, damages, cost, expense, expenditure, or loss of any nature, including, but not limited to: (i) injury or damage to any property or right; and (ii) injury, damage or death to any person or entity, (iii) attorneys’ fees, witness fees, expert witness fees and expenses; and (iv) all other litigation costs and expenses.

7.2 “Claims” shall mean all claims, requests, accusations, allegations, assertions, complaints, petitions, demands, suits, actions, proceedings, and causes of action of every kind and description.

7.3 Subscriber shall indemnify, defend and hold CPI and its affiliates, and any of their respective present and former directors, officers, members, shareholders, employees, representatives and agents, and all of its and their successors and assigns, harmless from and against any and all Damages from third-party Claims which arise out of or relate to: (i) Subscriber’s negligent acts or omissions, recklessness or willful misconduct; or (ii) the loss of life or any injury to persons or property due to conditions existing at the Location, including the Designated Parking Spaces, unless any such Damages arise out of or relate to CPI’s negligence or willful misconduct.

7.4 CPI shall indemnify, defend, and hold Subscriber harmless from and against any and all Damages from third-party Claims that result from or arise out of the actual or alleged misappropriation or infringement of any intellectual property rights in connection with the Service.

7.5 The obligations under this Section shall survive the termination or expiration of this Agreement.

8. **OWNERSHIP OF CHARGING STATIONS.** The Charging Stations are and shall remain the personal property of CPI, regardless of the manner in which they may be attached to any other property. Subscriber shall not permit any levy, lien, or other legal process to be attached to the Charging Stations and shall immediately notify ChargePoint if any of the foregoing shall occur. Subscriber acknowledges that, for purposes of the Uniform Commercial Code, the Charging Stations are provided to Subscriber pursuant to a subscription service, and not a secured financing. ChargePoint may make such filings under the Uniform Commercial Code, and in such jurisdictions, as it deems necessary in its sole discretion.

9. **INTELLECTUAL PROPERTY.**

9.1 Subscriber shall not: (i) create derivative works based on any of ChargePoint’s intellectual property rights, including, without limitation, the Service, Charging Stations, Cloud Services, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, customer lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, URL links, websites, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records (collectively the “Intellectual Property”) (ii) copy, frame or mirror any part or content of the Intellectual Property,

(iii) reverse engineer any Intellectual Property right or (iv) access the Intellectual Property for any improper purpose whatsoever, including, without limitation, in order to (a) build a competitive product or service, or (b) copy any features, functions, interface, graphics or “look and feel” of ChargePoint’s Intellectual Property.

9.2 All right, title and interest in the Intellectual Property shall remain, the exclusive property of ChargePoint.

10. **EXCLUSIVE RIGHT.** During the term of any Subscription hereunder, Subscriber will not permit anyone other than CPI to provide, maintain, service or operate any electric vehicle charging stations at the Location associated with such Subscription.

11. **LICENSES; PERMITS.** Subscriber agrees that it shall obtain any and all necessary licenses and/or permits for the make ready electrical work, installation, and operation of the Charging Stations.

12. **INJUNCTIVE RELIEF.** The Parties recognize that the obligations under this Agreement are special, unique and of extraordinary character. The Parties acknowledge the difficulty in forecasting damages arising from the breach of any of the obligations or restrictive covenants and that the non-breaching Party may be irreparably harmed thereby. Therefore, the Parties agree that the non-breaching Party shall be entitled to elect to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity, including the recovery of damages from the non-breaching Party’s agents or affiliates involved in such breach. In such action, the non-breaching party shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

13. **REPRESENTATIONS & WARRANTIES.**

13.1 CPI represents and warrants to Subscriber that it has the appropriate legal authority to execute this Agreement, that it has all requisite licenses and permits to perform pursuant to this Agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations, or ordinances.

13.2 Subscriber represents and warrants to CPI that it has the appropriate legal authority to execute and be bound by this Agreement, it has the full power and authority to permit CPI to install Charging Stations at the Designated Parking Spaces, that it has all requisite licenses and permits to perform pursuant to this Agreement, the electrical usage consumed by the Charging Stations will not violate or otherwise conflict with the terms and conditions of any other agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations or ordinances.

14. **ENVIRONMENTAL ATTRIBUTES.** CPI is the owner of the Charging Stations provided under this Agreement and retains any and all rights to claim environmental attributes associated with the use of the Charging Stations, including, without limitation, carbon offset and other credits.

15. **BINDING.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

16. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION.** The ChargePoint entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to where the Subscriber is domiciled:

If Subscriber is domiciled in:	The CPI 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

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws 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 Subscriber's violation of the intellectual property rights of CPI, 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 CPI, 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.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

17. LIMITATIONS OF LIABILITY.

17.1 Disclaimers of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR PROHIBITED BY APPLICABLE LAW, CPI EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY MADE, OR THAT MAY HAVE BEEN MADE, IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE.

17.2 Exclusion of Consequential Damages. EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL CPI BE LIABLE TO SUBSCRIBER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION FOR THE LOSS OF DATA, BUSINESS INTERRUPTION, OR LOST PROFITS, THAT IN ANY WAY ARISE OUT OF OR RELATE TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF RELIEF, WHETHER OR NOT CPI HAS BEEN ADVISED TO THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF ANY CLAIM OR FINDING THAT A REMEDY SUFFERS A FAILURE OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY WITH RESPECT TO ANY DAMAGES WHICH ARISE OUT OF OR RELATE TO CPI'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

17.3 Limitation of Liability. CPI's aggregate liability under this Agreement shall not exceed the aggregate subscription fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

18. **NOTICES.** Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing as follows:

If to CPI:

Construction Signoff Form
ChargePoint, Inc.
c/o Site Readiness Department
7350 N. Dobson Road, Suite 104,
Scottsdale, AZ 85256
installdispatch@chargepoint.com

Non-Renewal and Termination Notices
ChargePoint, Inc.
csam@chargepoint.com

All other notices to either: (i) via
electronical mail to
cplegal@chargepoint.com; or (ii)
via following mailing address:

Attn: Legal Department
ChargePoint, Inc.
254 E Hacienda Ave
Campbell, CA 95008

If to Subscriber:

If to Subscriber, to either: (i) via
electronic mail to the address indicated
by Subscriber in Subscriber's
ChargePoint account; or (ii) The billing
address and contact on file.

19. **INSURANCE.** At all times during the Term of this Agreement, the Parties shall keep and maintain commercially reasonable insurance with financially and reputable insurer(s) in such amounts and covering as deemed appropriate by an officer of such Party in exercising reasonable judgement. Upon request, the Parties shall furnish, a certificate of insurance evidencing such insurance is in full force and effect.

20. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever, and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

21. **FORCE MAJEURE.** If either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, hurricane, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of such Party, then the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

22. **EXHIBITS.** All exhibits attached to this Agreement and referred to herein are hereby incorporated by reference as if fully set forth herein. Any exhibit not annexed hereto may be attached after the Effective Date hereof and which shall thereafter be incorporated by reference herein.

23. **AMENDMENT OR MODIFICATION.** CPI may, from time to time, make revisions to or amend the terms of the Agreement (“Revisions”). Revisions will be effective immediately except that material Revisions will be effective thirty (30) days after posting or notice to Subscriber of the Revisions unless otherwise stated. CPI may require that Subscriber accept the Revisions in order to continue to use the Service. If Subscriber does not agree to the Revisions, then Subscriber should discontinue the use of the Service. Except as expressly permitted in this Section, the Agreement may be amended only by a written agreement signed by authorized representatives of the Parties.

24. **NO THIRD-PARTY RIGHTS.** The provisions of this Agreement are for the exclusive benefit of CPI and Subscriber only, and no other party shall have any right or claim against either Party or be entitled to enforce any provisions hereunder against any Party hereto.

25. **HEADINGS.** The headings in this Agreement are used for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

26. **ENTIRE AGREEMENT.** This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous and contemporaneous negotiations, understandings, and agreements between the Parties, whether written or oral. To the extent of any conflict or inconsistency between this Agreement and any purchase order or such document issued by Subscriber for the Service, the terms and conditions of this Agreement shall prevail.

27. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

28. **CONFIDENTIALITY.**

28.1 Subscriber acknowledges that all terms and conditions of this Agreement (the “Confidential Information”) shall be deemed confidential and may not be disclosed to third parties. Subscriber recognizes that CPI has legitimate business interests in protecting the Confidential Information, and as a consequence, Subscriber expressly agrees to the restrictions contained in this Agreement because they further CPI’s legitimate business interests. The provisions of this Section 28.1 shall survive the expiration or other termination of this Agreement.

28.2 Notwithstanding anything in this Agreement to the contrary, Subscriber may disclose Confidential Information: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of Subscriber; (iv) in confidence, to accountants, banks and financing sources, and its advisors (who are bound by terms of confidentiality at least as strict as

those set forth in this Agreement); (v) in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction; provided, however, that if Subscriber is required to disclose pursuant to clause (i) or (ii), Subscriber shall provide prompt prior notice thereof, if possible, to CPI to enable CPI at its sole cost to seek a protective order or otherwise prevent or restrict such disclosure.

29. **ASSIGNMENT.** This Agreement may be assigned by Subscriber subject to the prior written consent of CPI. Such consent shall not be withheld unreasonably. Notwithstanding the foregoing, Subscriber may assign this Agreement in connection with the sale of substantially all of its assets, a transfer to an affiliate, a merger, an acquisition, or any other similar transaction; provided that the assignee agrees to be bound by the terms of this Agreement.

30. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts (including, electronic, facsimile, or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

31. **ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement 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.

EXHIBIT 1: FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Subscription Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Subscription Terms:

1.1 “*CPI Fees*” means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 “*Net Session Fees*” means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 “*Session*” or “*Charging Session*” means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 “*Session Fees*” means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. **FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

2.1 **SESSION FEES.** Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 **DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Cloud Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars (\$50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all sales, use, value added, and similar taxes (collectively “Sales Tax”) incurred in connection with Session Fees; provided that CPI is solely responsible for all taxes based on CPI’s income, property and employees. Where CPI is required by law to collect and/or remit Sales Tax for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2: TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Subscription Terms”). The Rights Subscription Terms are part of the Agreement, and all use of the ChargePoint Cloud Services permitted pursuant to the Rights Subscription Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 “Rights” means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Cloud Services which a Rights Grantor grants to a Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Cloud Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Charging Stations.

1.2 “Rights Grantor” means Subscriber.

1.3 “Rights Grantee” means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. TERMS.

2.1 LIMITED RIGHTS. A Rights Grantee’s right to access and use the ChargePoint Cloud Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Cloud Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 7 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Cloud Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Cloud Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an

agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

EXHIBIT 3: SPECIAL TERMS FOR 1-YEAR TERM SUBSCRIPTIONS

Notwithstanding Section 2.1 of the Agreement, the Parties agree that the following terms will apply to the 1-year term Subscriptions as made available by CPI:

1. Subscriber will be billed monthly in advance for one-twelfth (1/12) of the annual subscription fees for the applicable 1-year term Subscription. CPI will initially invoice Subscriber on the Subscription Commencement Date and will thereafter invoice Subscriber monthly, unless otherwise provided herein. All invoices are due within thirty (30) days of the invoice date. After the initial 1-year term, for any renewals thereafter, upon thirty (30) days' prior written notice, CPI may amend the billing terms, provided that any changes will not apply to the then-current term but only apply to the subsequent Subscription term(s) after the notice.