

## ASSURE PRO SCOPE AND TERMS

### 1. General

**1.1 Description.** Assure Pro is a mission critical support plan that may be available to you whereby ChargePoint will provide remote technical support and monitoring of Hardware, replacement parts, and labor for repair services defined in this Scope and Terms document.

**1.2 Subscription Terms and Conditions.** Your Subscription for Assure Pro is subject to (a) the terms and conditions of this Scope and Terms document; and (b) ChargePoint's Master Support Services Terms and Conditions (found at [www.chargepoint.com/legal/support-services](http://www.chargepoint.com/legal/support-services) ("Master Support Terms")), as each may be amended from time to time by ChargePoint. Any capitalized term not otherwise defined in this Scope and Terms document has the meaning ascribed in Master Support Terms.

### 2. Scope

**2.1 24x7 Technical Support.** ChargePoint will provide you with technical support for issues you report 24 hours a day, 7 days a week. Technical support includes expertise in addressing Hardware and embedded software issues.

**2.2 Proactive Monitoring.** ChargePoint's Network Operating Center team will monitor the performance of your Hardware, including signal, fault, session, transaction and driver-reported data to proactively identify issues so that ChargePoint support may begin working on addressing them.

**2.3 Parts and Labor.** When a Hardware-specific issue requires on-site resolution, ChargePoint will dispatch a ChargePoint-certified technician to address that issue, supply them with the required replacement part, and if required, ensure the defective part is returned. ChargePoint will cover the cost and shipment of the replacement part, and on-site labor for repair services. For applicable exclusions, please refer to the Master Support Terms. For clarity, the cost of on-site labor for repair services due to vandalism and/or accidents are covered under Assure Pro.

**2.4 Reporting.** ChargePoint will provide you with a monthly report of the Hardware's performance metrics including uptime, resolution time, and reliability.

**2.5 24 Hour Resolution.** ChargePoint will use commercially reasonable efforts to provide 24 Hour Resolution as well as target Response times, as described in the Service Levels section below.

**2.6 Annual Preventive Maintenance.** ChargePoint will proactively maintain your Hardware through an annual on-site maintenance visit. The visit will include detailed environmental, electrical, and mechanical inspections, proactive repairs, consumable replenishments, and operation testing.

### 3. Your Responsibilities.

**3.1 Information Gathering.** If there is an issue with your Hardware, then you may be required to support ChargePoint by providing any applicable information required to address such issue, including, without limitations, photos of the applicable Hardware and/or communicating with ChargePoint to address such issue.

**3.2 Onboarding.** After you purchase an Assure subscription, a ChargePoint Service Delivery Management (“SDM”) will assist with the onboarding of the applicable Hardware to Assure Pro coverage, during such onboarding process you must provide ChargePoint with a point of contact that is available 24x7 for ChargePoint support to address issues with the applicable Hardware. You must also disclose to ChargePoint any special access requirements for your facility where the Assure Pro-covered Hardware(s) reside, and a list of models / makes of any non-passenger electric vehicle models to be used with such Hardware. Any changes to your 24x7 contact or access requirements must be provided to ChargePoint, within 24 hours of such change, either through updating your ChargePoint Cloud Portal settings or by notifying your SDM.

**3.3 Pantograph Spares.** If your Hardware is used in connection with any non-ChargePoint manufactured pantograph components (e.g., a pantograph connector), then you must prepurchase and locally store your own non-ChargePoint manufactured pantograph spares. Unless the pantograph spare required to perform the applicable repair is available on-site, ChargePoint cannot dispatch a repair technician. ChargePoint will determine, in its sole and reasonable discretion, which pantograph spare(s) is required for each applicable repair services.

**3.4 Additional Responsibilities.** Please review the Master Support Terms for additional responsibilities that you may have in connection with Assure Pro coverage.

#### **4. Support Process**

ChargePoint will provide a support process in the following chronological order:

- 1. Eligibility.** When you submit an Assure Pro support request for your Hardware, you are required to have a then-active Assure Pro subscription. Subscription verification can be done by reviewing the relevant Hardware’s page on your ChargePoint Cloud Portal: [na.chargepoint.com/admin/dashboard](https://na.chargepoint.com/admin/dashboard).
- 2. Contact ChargePoint Support.** If you have any support issues for your Hardware, please contact your SDM.
- 3. Remote Troubleshooting and Diagnosis.** ChargePoint support will troubleshoot and diagnose (if possible) the issue you identify in connection with the applicable Hardware, determine whether on-site resolution is required, and whether the issue is covered under Assure Pro.
  - If the issue can be resolved remotely, you will be contacted by ChargePoint.
  - If the issue is not covered under Assure Pro, you will be quoted the then current list price for replacement parts and on-site labor for repair services. Once the applicable replacement parts are installed in the applicable Hardware, such replacement parts will be included with such Hardware’s Assure Pro coverage.
- 4. On-Site Resolution.** ChargePoint support will ship the replacement part to a ChargePoint-certified technician. A technician will not reach out to you to schedule the applicable repair appointment but access your facility directly per the access requirements you provided during Onboarding. Once the issue is resolved on-site, you will be contacted by ChargePoint.
- 5. Part Return.** Once the repair is complete, the technician will return, if required by ChargePoint for such replacement part, the defective part on your behalf.

## 5. Service Levels

**5.1 Service Level Matrix.** In connection with your Assure Pro subscription, ChargePoint will endeavor to deliver the support level objectives for Support Services (“Service Levels”) as set forth in the “Service Level Severity” table below. Any failure by ChargePoint to meet and/or maintain the Service Levels shall not constitute a breach of this Agreement.

Severity		1	2
Outage		Yes	No
Service Levels	Response	1 Hour	1 Hour
	Resolution	24 Hours	5 Business Days

**5.2 Definitions for Service Level Category Table.** The following definitions apply to the defined terms used in the “Service Level Category” table above:

- a. **Outage.** Issues which completely prevent the Hardware from dispensing electricity (i.e. inoperable station).
- b. **Acknowledgement.** The earlier of (a) ChargePoint confirming an issue using proactive monitoring; or (b) you first report the applicable issue to ChargePoint’s technical support with all the necessary information required by ChargePoint to acknowledge to you the receipt of the reported, applicable issue outlined in the “Service Level Category” table.
- c. **Response.** Time from Acknowledgement to ChargePoint’s provision of a response and confirmation that ChargePoint has started the troubleshooting and diagnosis of the applicable issue.
- d. **Resolution.** Time from Acknowledgement to a complete resolution of the Hardware-related issue, as determined by ChargePoint.

## 6. Service Level Exclusions

**6.1 Rescheduled Dispatches.** Time between the initially proposed dispatch date from ChargePoint and the final dispatch date if rescheduled at your request.

**6.2 Inability to Service.** Time between the initial visit and any follow-up visit if the follow-up is required due to your action or inaction preventing ChargePoint from resolving the issue.

**6.3 Other Exclusions.** Applicable exclusions as described in the Master Support Terms.

**6.4 Repairs Requiring Lifts.** If your applicable repair requires a lift to perform (e.g., overhead-mounted chargers like Pantographs), which ChargePoint will determine, in its sole and reasonable discretion, unless you can confirm prior to Acknowledgement that you have one available, Resolution for Outages will be extended by 1 business day.