

MB.CHARGE PUBLIC FOR BUSINESS CHARGING SERVICE ANNEX

1. DEFINITIONS.

If Subscriber orders and uses the Cloud Plans or Cloud Services (as such terms are respectively defined in the documents referenced in subsections (A) and (B) of this section) described in these terms and conditions (“**Annex**”), then this Annex forms an inseparable part of the following and applicable legally binding agreement that Subscriber entered into with ChargePoint to govern its use of Cloud Plans and/or Cloud Services: (A) as an exhibit to the ChargePoint Master Services and Subscription Agreement; and/or (B) as an annex to the ChargePoint Cloud Subscription Terms and Conditions (subsections (A) and (B) herein are individually and collectively defined as “**Cloud Terms**”). In the event of a conflict between the Cloud Terms or this Annex, this Annex shall supersede and govern solely for such conflict as it pertains to the Cloud Services governed by this Annex. For the purposes of this Annex, the following capitalized terms shall have the following meanings unless expressly stated to the contrary:

- “**ChargePoint Accessible Station**” means (a) charging stations that use ChargePoint’s charging management cloud services, and (b) charging stations of charging networks operated by ChargePoint’s roaming partners.
- “**ChargePoint Card**” means radio frequency identification cards that are used for the purposes of this Annex and allow drivers of Fleet Vehicles to authenticate and access ChargePoint Accessible Stations as authorized by Subscriber.
- “**Charging Fees**” means the fees incurred by Fleet Vehicles during access and use of a ChargePoint Accessible Station. Charging Fees include pricing set by Station Owners and other applicable fees, including, without limitation, taxes and additional fees incurred that are collected by third parties involved in facilitating the charging transactions.
- “**MB.CHARGE Offering**” refers to the MB.CHARGE Public for Business Charging Service as provided by ChargePoint as a service component of the MB.CHARGE Public for Business program offered by Mercedes-Benz.
- “**Service Authentication Methods**” means any ChargePoint Cards and/or any other electronic medium, including, without limitation, ChargePoint’s mobile application, that allows drivers of Fleet Vehicles to authenticate and access ChargePoint Accessible Stations as authorized by Subscriber via the MB.CHARGE Offering. From time to time, ChargePoint may issue alternative methods of accessing charging services at ChargePoint Accessible Stations, and such alternative methods shall be deemed a Service Authentication Method for purposes of this Exhibit.
- “**Station Owner**” means the owner and/or operator of a ChargePoint Accessible Station who determines the pricing policies that will be charged to users of those stations.
- “**Fleet Vehicle**” means a Mercedes-Benz-manufactured EV that is registered by the Subscriber through the Mercedes-Benz-provided fleet management portal.

2. TERM AND TERMINATION

The term of the Subscription for the MB.CHARGE Offering will begin when a Fleet Vehicle is registered and activated by the Subscriber via the Mercedes-Benz-provided fleet management portal and is connected to the MB.CHARGE Offering. Access to the services under this Subscription begins immediately upon such registration. For the avoidance of doubt, the Mercedes-Benz-provided fleet management portal is separately licensed by Mercedes-Benz to Subscriber pursuant to a legally binding agreement (separate from this Annex) which Subscriber separately entered into with Mercedes-Benz.

The subscription term of the MB.CHARGE Offering continues until the Subscriber deletes its associated Mercedes-Benz business account created in connection with the MB.CHARGE Offering, or if applicable Mercedes-Benz discontinues paying for the Subscription, on behalf of the Subscriber, for the MB.CHARGE Offering.

If Subscriber ceases payment for the MB.CHARGE Offering, then ChargePoint reserves the right to suspend access to the services and disable any associated Fleet Vehicles or Service Authentication Methods until Subscriber pays all owed amounts to ChargePoint.

3. DESCRIPTION OF MB.CHARGE OFFERING

3.1. Authorization Process

Mercedes-Benz and ChargePoint, will provide an onboarding process for Subscriber to register and authorize Fleet Vehicles to access the MB.CHARGE Offering. Subscriber is solely responsible for completing all registration requirements before ChargePoint enables the applicable Fleet Vehicle to access the MB.CHARGE Offering. If any Fleet Vehicle is deactivated or removed from the MB.CHARGE Offering, then ChargePoint has no obligation to continue providing service access to such vehicle.

3.2. Billing of Charging Fees

Subject to Subscriber purchasing the necessary entitlements for its Fleet Vehicles to access and use ChargePoint Accessible Stations, such vehicles may use Service Authentication Methods to initiate and authorize Charging Fees on ChargePoint Accessible Stations. When a Fleet Vehicle uses an applicable Service Authentication Method, a record of the charging session will be created. All Charging Fees incurred by Fleet Vehicles will be invoiced to the Subscriber on a monthly basis. If Subscriber or a Fleet Vehicle uses, or allows any third party to use, any Service Authentication Method with any ChargePoint Accessible Station, Subscriber agrees to pay the incurred Charging Fees.

4. SUBSCRIBER OBLIGATIONS REGARDING SERVICE AUTHENTICATION METHODS

By authorizing Fleet Vehicles to use Service Authentication Methods, Subscriber agrees to the following:

- 4.1. Pay ChargePoint for all Charging Fees incurred by a Fleet Vehicle using the applicable Service Authentication Method.
- 4.2. Ensure that each Fleet Vehicle's use of Service Authentication Methods is solely in accordance with the terms of this Annex and any other requirements provided by ChargePoint.
- 4.3. Ensure that drivers of Fleet Vehicles comply with (a) all applicable laws and regulations in connection with the MB.CHARGE Offering; and (b) any policies and rules of the Station Owner and the property owner where the ChargePoint Accessible Station is located.
- 4.4. Promptly review the statement of Charging Fees provided by ChargePoint and notify ChargePoint of any questions.
- 4.5. Keep its online account information complete and up to date, including promptly updating any changes to contact information and any changes related to Fleet Vehicles, including deactivations.
- 4.6. Remain responsible and liable for all Charging Fees incurred by any Fleet Vehicle until Subscriber has disabled the applicable authentication method.

5. 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.

6. AMENDMENT OR MODIFICATION OF THE ANNEX

ChargePoint may, from time to time, revise this Annex. Revisions to the Annex will be effective immediately, except that material revisions will be effective thirty (30) days after notice to Subscriber unless otherwise stated. Subscriber's continued use of the MB.CHARGE Offering constitutes acceptance of the then-current Annex. If Subscriber does not agree to such changes, it should discontinue use of the MB.CHARGE Offering.