

CHARGEPOINT API SERVICES TERMS AND CONDITIONS

1. Services. These ChargePoint API Services Terms and Conditions (the “**API General Terms**”) apply to the provision of services by ChargePoint, Inc. (“**ChargePoint**”) in connection with the implementation and integration of ChargePoint Technology (defined below) with systems operated by a ChargePoint customer (“**Customer**”). The ChargePoint API Onboarding Services Terms and Conditions (defined below) govern the provision of API Onboarding Services (defined below) by ChargePoint to Customer. The ChargePoint API Support Terms and Conditions (defined below) govern the provision of API Support (defined below) by ChargePoint to Customer. The scope of these API General Terms is limited to API Onboarding Services and API Support (collectively, the “**API Services**”) and does not include other services (e.g., ChargePoint Cloud Plans) offered by ChargePoint.

2. Warranty; Other Disclaimers. ChargePoint will use commercially reasonable efforts to provide the following services in a professional manner to Customer: (a) the API Onboarding Services pursuant to the ChargePoint API Onboarding Services Terms and Conditions, and/or (b) API Support pursuant to the ChargePoint API Support Terms and Conditions. THIS IS THE FULL EXTENT OF WARRANTIES PROVIDED UNDER THE CHARGEPOINT API ONBOARDING SERVICES TERMS AND CONDITIONS AND THE CHARGEPOINT API SUPPORT TERMS AND CONDITIONS, RESPECTIVELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE API SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED BY THE CHARGEPOINT API ONBOARDING AND SUPPORT TERMS (DEFINED BELOW) OR THESE API GENERAL TERMS, OR IN ANY PROPOSAL, CONTRACT, REPORT, OR OTHER DOCUMENT IN CONNECTION WITH THE API SERVICES, AND CHARGEPOINT SPECIFICALLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. Fees; Payment; Taxes. Customer shall pay ChargePoint the fees for the API Services set forth in the applicable ChargePoint quotation document (or other ChargePoint ordering document). In addition to the fees for the API Services, Customer will reimburse ChargePoint for any out-of-pocket expenses reasonably incurred by ChargePoint, as requested by Customer, in connection with the performance of the API Services. Unless otherwise stated in the ChargePoint quotation document or the ChargePoint API Onboarding and Support Terms, Customer’s payment terms for fees and expenses shall be net thirty (30) days from the invoice date. Customer shall pay all applicable sales, use, excise, value added and other taxes, if any, associated with Customer’s receipt of the API Services, excluding taxes on ChargePoint’s income. All payment obligations under the ChargePoint API Onboarding and Support Terms are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate permitted by law. If any amount owing by Customer is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint’s rights or remedies, (a) terminate the ChargePoint API Onboarding Services Terms and Conditions and/or the ChargePoint API Support Terms and Conditions, as applicable, and/or (b) refuse to provide API Services until ChargePoint has received payment in full.

4. Confidentiality. ChargePoint and Customer each agrees (a) not to use the other party’s information disclosed pursuant to the ChargePoint API Onboarding and Support Terms that is either identified as “confidential” or “proprietary” at the time of disclosure or that should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure (“**Confidential Information**”), except in the performance of, or as authorized by, the ChargePoint API Onboarding Services Terms and Conditions or the ChargePoint API Support Terms and Conditions, as applicable, and (b) not to disclose or otherwise make available such information to third parties without the other party’s prior written consent. The receiving party may disclose the other party’s Confidential Information if required to do so by a court or government agency; provided, that (to the extent legally permitted) the receiving party will provide the disclosing party with reasonable prior notice of such disclosure and will provide the disclosing party with an opportunity to obtain a protective order or confidential treatment for such Confidential Information. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of any obligation owed to the disclosing party, (ii) was already known by the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) was independently developed by the receiving party, or (iv) the receiving party rightfully obtains from a third party without restrictions on use and disclosure. The disclosing party shall retain all right, title and interest to its Confidential Information and no license to any intellectual property right is either granted or implied by any disclosure of Confidential Information. Confidential Information will be destroyed or returned to the disclosing party at its request or upon the termination or expiration of the ChargePoint API Onboarding and Support Terms; provided, that the parties are not required to delete copies maintained pursuant to automatic back-up or archiving systems (which shall remain subject to confidentiality obligations).

5. Intellectual Property Rights. ChargePoint shall own all right, title, and interest in and to the ChargePoint Technology, including any guidelines, solutions or other items provided by ChargePoint in connection with the ChargePoint API Onboarding and Support Terms. No license to the ChargePoint Technology is granted to Customer under the ChargePoint API Onboarding and Support Terms or these API General Terms, and no other licenses or rights to a party’s intellectual property are granted under the ChargePoint API Onboarding and Support Terms or these API General Terms by implication, estoppel or otherwise. Neither party shall use trademarks or logos of the other party without the prior written consent of the other party.

6. Limitation of Liability. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CHARGEPOINT BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR OTHERWISE BASED ON ANY EXPRESS, IMPLIED OR CLAIMED WARRANTIES NOT SPECIFICALLY SET FORTH IN THESE API GENERAL TERMS. IN NO EVENT SHALL CHARGEPOINT’S AGGREGATE LIABILITY UNDER THE CHARGEPOINT API ONBOARDING SERVICES TERMS AND CONDITIONS EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE CHARGEPOINT API ONBOARDING SERVICES TERMS AND

CONDITIONS IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL CHARGEPOINT'S AGGREGATE LIABILITY UNDER THE CHARGEPOINT API SUPPORT TERMS AND CONDITIONS EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE CHARGEPOINT API SUPPORT TERMS AND CONDITIONS IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

7. Term and Termination. The ChargePoint API Onboarding Services Terms and Conditions and the ChargePoint API Support Terms and Conditions will terminate in accordance with their respective terms. In addition, they may be terminated by Customer as set forth in Section 9 of these API General Terms. Except as expressly set forth in the ChargePoint API Onboarding and Support Terms, Customer will not be entitled to any refund of any fees paid.

8. Miscellaneous. ChargePoint is an independent contractor and shall not be deemed an employee or agent of Customer. The terms of the ChargePoint API Onboarding Services Terms and Conditions or the ChargePoint API Support Terms and Conditions constitute the complete agreement between ChargePoint and Customer regarding their respective subject matter and supersede all prior agreements and discussions between the parties with respect to such subject matter. Any additional terms contained on Customer's ordering instrument or any terms and conditions stated on any other Customer documents shall be of no force or effect. In the event of conflict between the terms of the ChargePoint API Onboarding and Support Terms and any other document, the terms of the ChargePoint API Onboarding and Support Terms shall control. All sections of the ChargePoint API Onboarding and Support Terms which by their nature should survive termination shall survive the termination of the ChargePoint API Onboarding and Support Terms. The ChargePoint API Onboarding and Support Terms shall be governed by the laws of the State of California for customers located in the United States, and the laws of British Columbia and controlling Canadian federal law for customers located in Canada. The parties shall comply with all applicable state, national and foreign laws and regulations. In case any one or more of the provisions contained in the ChargePoint API Onboarding and Support Terms should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. The waiver by either party of any default or breach of the ChargePoint API Onboarding and Support Terms shall not constitute a waiver of any other or subsequent default or breach. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

9. Amendment. ChargePoint may, from time to time, make revisions to or amend the terms of these API General Terms ("**Revisions**"). Revisions will be effective immediately, except that material Revisions will be effective 30 days after posting the Revisions. If Customer does not agree to the Revisions, then Customer must provide written notification of its intent to discontinue the use of the API Services. The ChargePoint API Onboarding and Support Terms will terminate upon ChargePoint's receipt of such written notification.

10. FOR CUSTOMERS IN THE PROVINCE OF QUEBEC, CANADA ONLY. Customer confirms having first been presented with and given the opportunity to examine a version of these API General Terms in French. The parties have expressly required that these API General Terms and all related documents, including notices and other communications, be drawn up in English exclusively. Le client confirme avoir préalablement reçu et avoir eu l'opportunité de réviser une version en français des conditions générales d'API. Les parties ont expressément exigé que les conditions générales d'API ainsi que tous les documents qui s'y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.

11. Definitions

11.1 "API Onboarding Services" means services provided by ChargePoint to support Customer's ChargePoint API integration, including providing assistance with onboarding for desired features and use cases, setup of test accounts, testing and initial troubleshooting of ChargePoint API endpoints, as set forth in the ChargePoint API Onboarding Services Terms and Conditions.

11.2 "API Support" means the annual support services provided by ChargePoint to support customers who have completed implementation of ChargePoint APIs and have access to the API Services for post-onboarding troubleshooting of API issues, as set forth in the ChargePoint API Support Terms and Conditions.

11.3 "ChargePoint API(s)" means, individually or collectively, the application programming interfaces which are made available to Customer under Customer's ChargePoint Master Services and Subscription Agreement with ChargePoint, as and when updated by ChargePoint from time to time.

11.4 "ChargePoint API Onboarding and Support Terms" means the ChargePoint API Onboarding Services Terms and Conditions and the ChargePoint API Support Terms and Conditions.

11.5 "ChargePoint API Onboarding Services Terms and Conditions" means the document titled "ChargePoint API Onboarding Terms and Conditions" executed by Customer which references and incorporates by reference these API General Terms.

11.6 "ChargePoint API Support Terms and Conditions" means the document titled "ChargePoint API Support Terms and Conditions" executed by Customer which references and incorporates by reference these API General Terms.

11.7 "ChargePoint Technology" means ChargePoint APIs and associated documentation and tools, and other proprietary items of ChargePoint made available by ChargePoint under the ChargePoint API Onboarding and Support Terms.