

CHARGEPOINT ASSURE TERMS AND CONDITIONS OF SERVICE

ChargePoint Assure (“Assure”) is a full-service maintenance and on-site service offered by the ChargePoint entity as defined in Section 15 below (“ChargePoint”) for purchasers of a electric vehicle charging station (“Charging Station”) purchased from ChargePoint or an authorized ChargePoint reseller in Europe. ChargePoint will provide Assure under these terms and conditions of Service including the respective data sheet available at <https://chargepoint.ent.box.com/v/Assure-BR-EN-GB> (“Documentation”)

WHAT IS COVERED: With Assure, ChargePoint agrees to do each of the following, for so long as you purchase and maintain an Assure subscription:

a. Parts:

- Ensure all parts are provided, as necessary, to correct any defect in the materials or workmanship of a Charging Station in a prompt and professional matter.
- Each Charging Station shall be corrected so that the Charging Station functions in line with that Charging Station’s published specifications. For avoidance of doubt, such correction shall be limited to the Charging Station itself and not any issue related to installation or electrical infrastructure.

b. Service and Labor:

- Except as otherwise provided, ensure that all labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner.
- Ensure that labor is performed for repairs caused by vandalism or auto accidents that affect the Charging Stations functionality. For avoidance of doubt, labor is only covered for repairs required to enable the Charging Station to function. Parts are not covered for repairs required due to vandalism or auto accidents.
- Provide remote, automated monitoring of your Charging Station and perform triage with respect to any Charging Station that may be defective to the extent available for the model family of Charging Station.
- Coordinate all repairs necessary to have your Charging Station back up and running. Coordination may be performed by a ChargePoint vendor or subcontractor.
- Ensure that you are provided a response no later than one business day from the date ChargePoint becomes aware of an issue.
- Ensure onsite repairs begin within one business day from the delivery of any parts to site required to fix your Charging Station.
- Provide a standard monthly summary and quarterly detailed station usage and performance metrics to the extent available for the model family of Charging Station as stated in the Documentation.

c. Charging Station Uptime Objective:

A 98% annual station uptime objective, meaning that the Charging Stations can dispense electrical energy, during the 12-month period from the latter of the (i) activation of the applicable Charging Station; or (ii) start of your Service Term; provided that, such uptime objective is subject to the exclusions described in Section 6 (Exclusions from Coverage) herein. Any failure by Charging Stations to maintain the aforementioned annual station uptime objective shall not constitute a breach of this Agreement by ChargePoint. For the avoidance of doubt, the aforementioned annual station uptime objective does not apply to ChargePoint’s cloud services.

2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring or servicing anything other than your Charging Station. ChargePoint is not responsible for the physical mounting and electrical installation of your Charging Station or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Station. Additionally, Assure is not available for testing a Charging Station on non-commercially available vehicles. Assure labor is provided on an as available basis, per the requirements of Section 1 above.
3. **FURTHER COSTS:** If ChargePoint finds that a Charging Station was not functioning, and is not otherwise covered by Assure subscription, than ChargePoint has the right to bill back for all costs incurred related to the warranty service (“Bill Back Costs”). For avoidance of doubt Bill Back Costs can include costs for investigation, equipment rental, engineering, travel, and other reasonable expenses that ChargePoint is required to spend to address a claim under Assure.
4. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Assure, ChargePoint needs your cooperation. Specifically, you agree to:
 - a. Provide ChargePoint and / or its subcontractors reasonable access to the Charging Station, including access to your requisite personnel, for the performance of ChargePoint’s obligations under Assure, including performance of site audits to assess installation quality.
 - b. Permit ChargePoint and/or its subcontractors to access the Charging Station remotely by maintaining a separately purchased Cloud Services subscription necessary for remote access.
 - c. Maintain your premises in accordance with all applicable laws, rules, and regulations
 - d. Keep the areas in which Charging Station is located in a clean, safe and orderly condition.
 - e. Promptly notify ChargePoint of any suspected defect with a Charging Station.
5. **COMMISSIONING:** ChargePoint will provide Assure service to your Charging Stations provided you have satisfied the Commissioning requirements provided herein. “Commissioning” means the process of validating that a Charging Station is operational and installed in accordance with ChargePoint’s specifications.
 - a. If you or your certified ChargePoint installer performs Commissioning, you are responsible for ensuring your Charging Stations are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or commissioning guides, published by ChargePoint (“Product Specifications”) or ChargePoint hardware supplier. ChargePoint reserves the right to perform a site audit to assess installation quality.
 - b. All ChargePoint DC Charging Equipment requires Commissioning to be performed by ChargePoint, or an authorized commissioning partner designated by ChargePoint, prior to ChargePoint providing Assure services or meeting its commitments under this Agreement.
 - c. If your prior Assure coverage or Parts Warranty , or ChargePoint’s extended parts warranty (as applicable) for your Charging Stations has expired for more than 180 days, to ensure that Charging Stations have been installed and maintained in accordance with the applicable Product Specifications, a site readiness inspection offered by ChargePoint is required prior to a renewal of Assure. You will be responsible to purchase the site readiness inspection and – if required - have any necessary work performed to bring the Charging Stations into compliance with the Product Specifications
 - d. If you have purchased a Charging Station not manufactured by ChargePoint, you will be eligible for ChargePoint Assure after the required commissioning protocol has been approved by the ChargePoint hardware supplier. You or your certified ChargePoint installer can submit the commissioning protocols directly to the ChargePoint Hardware Suppliers.
 - e. Any relocation of your Charging Station from its original installation location (including but not limited to any approved transfer pursuant to Section 12 of this Agreement) will require a new Commissioning before the commencement or resumption of your Assure coverage for that Charging Station.
6. **EXCLUSIONS FROM COVERAGE:** ChargePoint’s obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:
 - a. Cosmetic damage such as scratches and dents.
 - b. Normal aging or fading of colors due to exposure to the elements.

- c. Except as provided in 1 b. ii) above, abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Documentation.
 - d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint or performed by an O&M Partner.
 - e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.
 - f. Vehicle to Charging Station interoperability or communication issues.
 - g. Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature.
 - h. Force majeure or unforeseeable circumstances beyond ChargePoint's reasonable control that prevent ChargePoint from performing its obligations under Assure.
7. **CONTACT INFORMATION:** If at any time during the term of your coverage of ChargePoint Assure you believe you have a defective Charging Station, contact Customer Service at the Customer Service number provided to you by your Account Executive, and follow any mutually agreed upon issue reporting procedures
 8. **SERVICE TERM:** Each Assure subscription that you purchase for a Charging Station will commence ninety (90) days from the date of the invoice for your Assure subscription and will last for the subscription term shown on the order (the "Service Term"). Your Charging Stations will be covered under Assure once your Charging Station is delivered, installed and commissioned.
 9. **RENEWAL:** Upon expiration of your initial Service Term, your Assure coverage may renew automatically for successive one-year terms at the applicable renewal price and subject to your right to terminate below (each a "Renewal Term"). Should the Renewal Term be terminated and subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. If, however, you wish to terminate your Assure coverage under a Renewal Term, you may do so by providing thirty (30) days' written notice of termination and ChargePoint will issue a pro-rata refund of any funds paid from the effective date of termination to the end of the applicable Renewal Term. Each Renewal Term will commence on the date of the expiration of the previous Service or Renewal Term.
 10. **PAYMENTS:** ChargePoint will send you an invoice for your Assure subscription on or after the date of the fulfillment of your order. Payment is due within thirty (30) days of the invoice date. If you have purchased extended ChargePoint Assure coverage and have chosen the annual payment option ("Assure Commit"), ChargePoint will invoice each annual payment on the anniversary date of your ChargePoint Assure coverage. Subscriber may not offset any amounts due to ChargePoint hereunder against amounts due to Subscriber. Fees payable to ChargePoint do not include any taxes, and Subscriber is responsible for any and all such taxes. All payment obligations under Assure are non-cancelable and non-refundable. Late payments shall be subject to a €40 (or equivalent in your local currency) fixed sum as minimum compensation for recovery costs in addition to attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. The applicable interest rate for late payment is (a) the total of i) the reference rate of the European central bank (or the reference rate of the national central bank for Member States whose currency is not EUR) and ii) at least 8 percentage points, or (b) the maximum rate permitted by law. If any amount owed by you under is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate your ChargePoint Assure coverage, (b) suspend your Assure coverage until such amounts are paid in full, and/or (c) condition future purchases on payment terms other than those set forth herein; provided that ChargePoint shall not exercise any such rights if you have reasonably disputed such charges and are cooperating diligently in good faith to resolve the dispute.
 11. **TERMINATION:** You may terminate your Assure coverage without prejudice to any other remedy at law or equity: (i) if ChargePoint is in material breach of any of its obligations under Assure and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof or (ii) upon providing thirty (30) days prior written notice. Upon termination for cause pursuant to this Section, ChargePoint will refund a pro-rata portion of the fees you paid for Assure. Upon termination for any other reason, you will not be entitled to any refund of any fees paid.
 12. **TRANSFERS:** Your Assure coverage applies only to the Charging Station and installation site at the location for which it was purchased. Subject to Section 20 of this Agreement, if you sell or otherwise transfer your Charging Station with an active Assure subscription to a third-party, and that Charging Station is moved or otherwise transferred away from the original installation site, the Assure coverage may not be transferred without ChargePoint's prior written consent.

13. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or a Charging Station provided by ChargePoint under Assure may be remanufactured or reconditioned or, if the exact Charging Station is no longer manufactured by ChargePoint a Charging Station with substantially similar functionality. Any replaced parts and Charging Station, whether under warranty or not, become(s) the property of ChargePoint. Any replacement parts or Charging Station so furnished will be covered by Assure for the remainder of your Assure coverage or ninety (90) days from the date of delivery of such replacement parts or Charging Station, whichever is later.
14. **LIMITS ON LIABILITY:** ChargePoint is not liable for any indirect, incidental, special, punitive or consequential damages, including without limitation lost profits, lost business, lost data, loss of use, or cost of cover incurred by you arising out of or related to your purchase or use of, or inability to use, the Charging Station, under any theory of liability, whether in an action in contract, strict liability, tort (including negligence) or other legal or equitable theory, even if ChargePoint knew or should have known of the possibility of such damages. In any event, the cumulative liability of ChargePoint for all claims whatsoever related to performance by ChargePoint of its obligations under Assure will not exceed the price of your Assure subscription for the impacted station. The limitations set forth herein are intended to limit the liability of ChargePoint and shall apply notwithstanding any failure of essential purpose of any limited remedy.
15. **CONTRACTING PARTY; GOVERNING LAW; COURTS:** The ChargePoint entity providing Assure, the laws that will apply to any dispute or lawsuit arising out of or in connection with this Agreement (excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law) and the courts that shall have exclusive jurisdiction over any such dispute or lawsuit, depend on the ChargePoint entity selling the Charging Station is located and are outlined below.

If the Charging Station is purchased from the ChargePoint entity in:	ChargePoint contracting entity	Governing laws:	Courts with exclusive jurisdiction:
Any country in Europe, other than France, Germany or the United Kingdom.	ChargePoint Network Netherlands B.V. with offices at Hoogoorddreef 56E, 1101 BE, Amsterdam, the Netherlands	The Netherlands	Amsterdam, the Netherlands
France	ChargePoint Network (France) SAS with offices at 12 Place Dauphine 75001 Paris, France,	France	Paris, France
Germany	ChargePoint Germany GmbH with offices at Speicherstr. 20, 81671 München,	Germany	Munich, Germany
Italy	ChargePoint Italy S.r.l, Largo with offices at Guido Donegani 2, 20121, Milano, Italy	Italy	Milano, Italy
Spain	ChargePoint Spain, S.L., with offices at C/Juan de Mena 10, Madrid 28014, Spain	Spain	Madrid, Spain
United Kingdom	ChargePoint Network (UK) Ltd., with offices at 2 Waterside Dr, Theale, Reading RG7 4SW, United Kingdom	England and Wales	London, United Kingdom

16. **AMENDMENT OR MODIFICATION:** This Agreement may only be amended or modified in writing.

17. **WAIVER:** The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.
18. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war, embargo; riot; strike; epidemic, pandemic, labor action; any lawful order, decree, or other directive of any government authority that prohibits ChargePoint from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.
19. **SEVERABILITY:** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
20. **ASSIGNMENT.** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you sell the property where the Charging Stations were installed, provided that any such purchasing entity unconditionally assumes all rights and obligations under this Agreement and you provide ChargePoint with written evidence thereof, duly signed by the parties involved; provided further that, the purchasing entity will not move or otherwise transfer the Charging Stations from original installation site. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
21. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. To the extent of any conflict or inconsistency between this Agreement and any purchase order, this Agreement shall prevail.