

CHARGEPOINT DEPLOYMENT AND CONSULTING SERVICES TERMS AND CONDITIONS

1. Services. This ChargePoint Deployment and Consulting Services Terms and Conditions (“**Agreement**”) governs the provision of Services (defined below) by the ChargePoint entity as defined in Section 13 below (“**ChargePoint**”) to customer. The Services are complete when inspections conclude with no critical non-conformities found and the charging stations are ready for activation. The scope of this Agreement is for the Services only and does not include other services offered by ChargePoint (e.g., ChargePoint Cloud Plans). The term “Services” shall mean the services (each, a “Service”) provided to customer, as further described in the applicable ChargePoint Scope and Terms document (“Scope and Terms”) provided at <https://www.chargepoint.com/legal/deployment-consulting-services> (as may be amended from time to time by ChargePoint) or as part of your ChargePoint quotation.

2. Warranty; Other Disclaimers. The services are provided on an “as is” and “as available” basis. This is the full extent of warranties provided by ChargePoint under this agreement and the applicable scope and terms. No other ChargePoint representation or warranty of any kind, either express or implied, is included or intended by this agreement, the applicable scope and terms, or in any proposal, contract, report, statement of work or other document in connection with the services that is provided by ChargePoint, and ChargePoint specifically disclaims all other such warranties, including the warranty of merchantability, non-infringement and fitness for a particular purpose or use.

3. Fees; Payment; Taxes. Customer shall pay ChargePoint the fees for the Services as set forth in the attached purchase order (or other ChargePoint ordering document). Customer payment terms 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 Services, excluding taxes on ChargePoint’s income. All orders and payments are non-cancelable and non-refundable.

4. Customer Responsibilities. Customer agrees to: (i) provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations, including access to customer’s requisite personnel to address the Service required; (ii) promptly provide accurate and complete information as requested by ChargePoint in connection with the provision of any Service, (iii) maintain the premises in accordance with all applicable laws, regulations and rules; (iv) keep the areas in which electric vehicle (“EV”) charging station(s) are located in a clean, safe and orderly condition, to at least the same standard as customer customarily uses to maintain the remainder of customer’s premises; and (v) promptly notify ChargePoint in writing of any suspected defect with a charging station(s).

5. Confidentiality. Each party agrees not to use the other party’s confidential and proprietary information (“Confidential Information”) except in the performance of the Services or as authorized by this Agreement, and not to disclose or otherwise make available such information to third parties without the other party’s prior written consent. Confidential Information does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information already known by the receiving party independent of the Confidential Information as evidenced by written records, (iii) information developed by the receiving party independent of the Confidential Information, and (iv) information that the receiving party rightfully obtains without restrictions on use and disclosure. Confidential Information shall remain the exclusive property of the disclosing party and no intellectual property right is licensed, granted or otherwise transferred by this Section 5 or any disclosure of Confidential Information to the receiving party.

6. Intellectual Property Rights.

(i) “Customer IP” means customer’s pre-existing or independently developed intellectual property rights.

(ii) “ChargePoint IP” means (a) ChargePoint’s pre-existing or independently developed intellectual property rights, (b) ChargePoint’s templates and tools used to provide Services, (c) ideas, concepts, techniques, models, and know-how created or co-created or developed or co-developed by ChargePoint during or in connection with the performance of Services, (d) all reports, evaluations, findings, data and reports provided by ChargePoint to customer in the performance of Services (collectively, “Materials”), and (e) all intellectual property rights in the foregoing or in any derivative works of the foregoing; provided, that ChargePoint IP excludes any Customer IP incorporated in the Materials.

(iii) As between the parties, (a) customer owns all right, title and interest in and to the Customer IP, and (b) ChargePoint owns all right, title and interest in and to the ChargePoint IP. Neither party is granted any right, title nor interest in the other party’s pre-existing intellectual property rights, either express or implied, under this Agreement. Each party reserves all rights not specifically granted to the other party under this Agreement or in the applicable Scope and Terms, and no licenses or other rights to a party’s intellectual property rights are granted by implication, estoppel or otherwise. Neither party shall use trademarks or logos of the other party, for the provision of the Services or otherwise, without the prior written consent of the other party.

(iv) Notwithstanding the above provisions in this Section 6, ChargePoint shall have the right to use, reproduce, and disclose the Materials (without attribution to customer). ChargePoint shall be free to provide material similar to the Materials to third parties

whose needs may be similar to customer's requirements, without violating its confidentiality obligations hereunder to customer.

7. Feedback. "Feedback" shall mean any feedback, comments, suggestions or other input provided by customer in connection with the Services. Customer shall be under no obligation to provide Feedback and shall not provide any Feedback that violates the rights of any third party. Customer hereby grants to ChargePoint a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license (with the right to sublicense) to use, modify, prepare derivative works of, display, perform and otherwise exploit in any manner the Feedback, and to make, have made, import, use, sell and otherwise distribute products and services using or incorporating the Feedback.

8. Service-Specific Additional Terms and Conditions.

- a. **Construction Project Management.** In the event that the Services include ChargePoint's consultative construction project management service, customer is responsible for directly entering into agreements between customer and its third-party contractor(s) (each, a "Contractor Agreement"). ChargePoint is not a party to Contractor Agreements and disclaims all liability (and customer shall ensure that ChargePoint has no liability) arising from or related to Contractor Agreements or any interactions between customer and any contractor or subcontractor engaged by or performing services for customer. ChargePoint is not responsible for any such contractor's or subcontractor's employees, agents, methods of construction, or failure to comply with any applicable laws or regulations.
- b. **Grant Support.** In the event the Services include ChargePoint's grant application support service, customer acknowledges and agrees ChargePoint does not guarantee that customer will attain a specific outcome or result from such service, including, without limitation, securing the applicable governmental grant funding for customer's EV charging project(s).
- c. **Installation, Commissioning and Activation.** Any installation Service is covered by a 2-year warranty from the date of completed Activation.

9. Term, Termination. This Agreement shall remain in full force and effect until completion of the Services as set forth in Section 1, subject to earlier termination as set forth below. Either party may terminate this Agreement if the other party is in material breach of any of its obligations under this Agreement (which shall include without limitation any nonpayment by customer of fees due for Services) and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof. Either party may terminate this Agreement immediately upon written notice if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party and has not been dismissed within 60 days of such filing. ChargePoint may terminate this Agreement upon written notice in the event that any law or regulation prevents or materially impedes the performance of the Services. Upon the expiration or termination of this Agreement, customer shall pay to ChargePoint any unpaid fees for Services performed up to the effective date of the expiration or termination.

10. Limitation of Liability. Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will either Party 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 this agreement. except for : (i) a Party's gross negligence, willful misconduct, or claims of personal injury or death; (ii) a Party's breach of its confidentiality obligations; or (iii) a party's infringement or misappropriation of the other Party's intellectual property rights, in no event shall either Party's liability under this agreement (in customer's case, in addition to the fees and expenses payable by customer in connection with the services) exceed the total fees and expenses due and payable by customer in connection with the service or services giving rise to the liability.

11. Force Majeure. "Force Majeure" means any act of God, fire, natural disaster, earthquake, accident, act or regulation of government or a governmental agency, or an act that is beyond the reasonable control of either party. Neither party will be deemed in default of this Agreement (other than with respect to any obligations of customer to pay for Services) to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of Force Majeure, provided that such party gives the other party written prompt notice thereof and continues to use its reasonable efforts to perform or cure, as applicable.

12. Miscellaneous. Neither party may assign this Agreement or any of its rights or duties hereunder, without the prior written consent of the other party, except that either party may assign its rights and duties hereunder in connection with its acquisition or the sale of all or substantially all of its assets. Any attempted assignment or delegation in violation of the preceding sentence shall be void. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. ChargePoint is an independent contractor and shall not be deemed an employee or agent of customer. The terms in this Agreement and in the applicable Scope and Terms constitute the complete agreement regarding any provision of Services by

ChargePoint and supersede all prior agreements and discussions between the parties; provided, that in the event of any conflict between this Agreement and the applicable Scope and Terms or any other document the terms of this Agreement shall govern. In particular, any additional terms contained on customer’s ordering instrument or other documents shall be of no force or effect. All sections of this Agreement which by their nature should survive termination shall survive the termination of this Agreement. This Agreement shall be governed by the laws of the State of California (other than its conflicts of laws provisions). The parties hereby consent to the exclusive jurisdiction of and venue in the state or federal courts located in Santa Clara County, California. 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 this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. This Agreement may not be modified or amended, except in writing signed by a duly authorized representative of each party.

12.1 ChargePoint Entity, Governing Law and Courts. The ChargePoint entity entering into an Order, the laws that will apply to any dispute or lawsuit arising out of or in connection with these Terms (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 jurisdiction over any such dispute or lawsuit, depend on where Purchaser is domiciled and are outlined below.

If Subscriber is domiciled in:	The ChargePoint entity entering into this Agreement is /are:	Governing laws are:	Courts with exclusive jurisdiction are located in:
Any country in Europe, other than, France, Germany or the United Kingdom.	ChargePoint Network Netherlands B.V. with trade registry number 66828147 and offices at Hoogoorddreef 56E, 1101 BE, Amsterdam, the Netherlands, VAT number NL856714392B01	The Netherlands	Amsterdam, the Netherlands
France	ChargePoint Network (France) SAS with trade registry no 843873464 (RCS PARIS), and offices at 12 Place Dauphine 75001 Paris, France	France	Paris, France
Germany	ChargePoint Germany GmbH with trade registry number HRB 265326 (Amtsgericht München), and 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 trade registry number 10789164 and offices at 2 Waterside Drive, Arlington Business Park, Theale, Reading, England, RG7 4SW	England	Courts of England and Wales

Country Specific Terms

12.2 GERMANY - Provisions for Subscribers domiciled in Germany.

For Customers domiciled in Germany, Section 10 is replaced with the following sections:

12.2.1 ChargePoint shall be liable in accordance with the applicable statutory provisions (whether in contract, tort or otherwise) for damages suffered by ChargePoint that: (i) have been caused as a result of ChargePoint, its legal representatives, its agents or auxiliaries having acted, or having failed to act where there was a duty for ChargePoint to act, in gross negligence or with wilful or malicious intent; (ii) have occurred as a result of a breach of a guarantee (the term “guarantee” in accordance with the applicable statutory meaning); (iii) that are a result of a culpably caused injury to life, limb or health; and/or (iv) that are subject to product liability under the German Product Liability Act.

12.2.2 In cases of negligence other than gross negligence, ChargePoint shall only be liable for damages that result from breaches of material contractual obligations (whether in contract, tort or otherwise). Those limitation of liability shall not apply, however,

where the damages result from culpably caused injuries to life, limb or health or a breach of a guarantee (as defined in 12.2.1 above). "Material contractual obligations" are such contractual obligations that, if breached, jeopardize the aim and purpose of the contract.

12.2.3 In cases of negligence other than gross negligence, ChargePoint's liability shall also be limited to damages that are typically foreseeable in the context of an agreement such as this Agreement. Those limitation of liability shall, however, likewise not apply where the damages result from culpably caused injuries to life, limb or health or a breach of a guarantee (as defined in 12.2.1 above).

12.2.4 Any liability other or beyond the liability provided in 12.2.1 -12.2.3 is excluded.

12.2.5 Damage claims, irrespective of their legal origin and nature (contract, tort or other), shall fall under the statute of limitations one year after the end of the calendar year during which the claims came into existence and Subscriber knew or should have reasonably known the factual circumstances that gave rise to the claim. The foregoing sentence shall, however, not apply where the damage has been caused by, or has not been remedied with or because of, ChargePoint's willful intent, where ChargePoint had maliciously concealed a defect in the Products, in cases of injuries to life, limb or health, and/or where the corresponding claims result from the German Product Liability Act.

12.3 ITALY – Provisions for Subscribers domiciled in Italy

12.3.1 Pursuant to articles 1341, paragraph 2, and 1342 of the Italian Civil Code, Subscriber declares to have carefully read and to specifically approve the provisions contained in the following sections of the Agreement: 2.3; 3.2; 4 (Use and use restrictions of the Cloud Services); 5.3; 5.4; 5.5; 7.4; 7.6; 8 (Warranties for Cloud Services); 9 (Limitation of liability); 10 (Indemnification); 11.1; 11.4; 11.5; 13.1 (Amendment or Modification); 13.4 (ChargePoint contracting entities, Governing law and Courts); 13.6 (Assignment); 13.9 (Entire Agreement) and 13.12 (b). - Annex A: sections 4.3 and 5 (Termination); Exhibit 1: sections 1.1 and 2.1; Exhibit 3: section 3.4(a).

12.3.2 Workplace safety. The parties hereby acknowledge and undertake that pursuant to and to the effects of Section 26, Paragraph 3-bis, of Legislative Decree no. 81/2008 there will not be interference between Customer and ChargePoint during the performance of this Agreement, therefore (i) it will not be necessary to prepare a 'single risk assessment document' ("D.U.V.R.I.") indicating the measures adopted to eliminate possible interference and (ii) the costs relating to workplace safety with specific reference to any interference, pursuant to Article 26, Paragraph 5, of Legislative Decree no. 81/2008, are equal to EUR 0 (zero). At any time during the performance of this Agreement, in case of prospective interference between Subscriber and ChargePoint, the parties shall timely (i) prepare a D.U.V.R.I. (ii) define the costs relating to workplace safety.