

**ANNEX A**  
**SPECIAL SUBSCRIPTION TERMS**  
**CHARGEPOINT CLOUD SERVICES**

If Subscriber orders and use ChargePoint Cloud Services, then this Annex forms an inseparable part of the Agreement.

**1. EXHIBITS.**

This Annex includes the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

Exhibit 1: Flex Billing Terms

Exhibit 2: API Terms

Exhibit 3: Driver and Vehicle Management Terms

Exhibit 4: Network Integration Terms

**2. DESCRIPTION OF THE CLOUD SERVICES.**

A description of the various Cloud Services is available in the Documentation. ChargePoint may make other Cloud Services available from time to time. ChargePoint may, but is not required to, provide remote software updates to Subscriber's Hardware ("Firmware"). Subscriber consents to such Firmware updates to be remotely installed by ChargePoint on Subscriber's Hardware. Firmware updates are required from time to time to ensure the seamless interaction between the Cloud Services and the Hardware.

**3. DATA PROCESSING**

ChargePoint processes personal data of Subscriber's employees and other contact persons, among others to execute the Agreement, as mentioned in more detail in ChargePoint privacy statement. Regarding such data ChargePoint shall be the controller and the applicable terms of the Data Controller Agreement available at <http://www.chargepoint.com/en-gb/legal/cloud-terms> shall apply.

**4. Additional Terms regarding ChargePoint Marks for Charging Station management services.**

4.1 Subscriber shall not use or display any ChargePoint Mark on any Charging Station that, after ten (10) days written notice from ChargePoint, continues to malfunction or is otherwise improperly maintained in a manner that ChargePoint reasonably determines reflects poorly on ChargePoint or is likely to cause harm to ChargePoint's brand, reputation or business. If any Charging Station continues to malfunction or is otherwise improperly maintained as such, in addition to any other remedies available to it under this Agreement or under applicable law, ChargePoint shall have the right to have the Charging Station not discoverable or visible by the general public, including but not limited to ChargePoint account holders, on any interface (e.g., mobile application) that accesses the ChargePoint Network.

4.2 If at any time Subscriber fails to comply with any of the prohibitions set forth in Section 3.1, ChargePoint shall have the right, upon five (5) days' written notice to Subscriber, without notice to or additional permission from Subscriber, enter Subscriber's premises for the purpose of removing or covering any or all CPI Marks, which may include covering the Subscriber Charging Station in its entirety.

4.3 Each prepaid subscription („Cloud Plan“) acquired for use with Hardware will commence ninety (90) days from the date the Subscription is purchased. Upon expiration of the original Cloud Plan term, this Agreement and the Cloud Plan term will renew automatically for successive term equal to the original Cloud Plan term. The renewal is subject to potential increases and Subscriber's right to terminate below. If, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing ChargePoint thirty (30) days' written notice of cancellation and ChargePoint will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee.

**5. Termination.**

Upon any termination of this Agreement for cause by Subscriber pursuant to clause 11.2 (a) of the Cloud Terms, ChargePoint shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan for station management term. Upon any termination for any other reason, Subscriber shall

not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due ChargePoint for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

**EXHIBIT 1**  
**FLEX BILLING TERMS**

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may indirectly sell charging sessions to Users. For that purpose, ChargePoint will purchase a charging session from Subscriber and resell it to a User or third party in its own name and account. To benefit from Flex Billing, Subscriber must subscribe to a Cloud Plan that includes ChargePoint's management, collection and/or processing services related to such fees ("Flex Billing").

**1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:**

1.1 "Flex Billing Mark-Up" means the difference between CP Net Resale Price and Payout, currently equal to five point five percent (5.5%) of CP Net Resale Price. ChargePoint will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by ChargePoint via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account) of any change in the Flex Billing Mark-Up.

1.2 "Payout" means the total amount of CP Net Resale Price collected by ChargePoint, less Flex Billing Mark-Up and represents the purchase price for the Charging Sessions.

1.3 "Session" or "Charging Session" means the use by a User of Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 "Net CP Resale Price" means the unit price billed by ChargePoint for a Charging Session to a User or third party, inclusive of any applicable Taxes, but excluding VAT.

**2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

2.1. CP Net Resale Price. Subscriber shall have sole authority to determine the sales price of his Charging Sessions to ChargePoint (Payout) by selecting the CP Net Resale Price in the ChargePoint Cloud. Subscriber is solely responsible for determining that the pricing model and prices he selected for the CP Net Resale Price is in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that ChargePoint is not responsible for informing Subscriber of applicable laws or changes thereto.

2.2 FLEX BILLING MARK-UP. ChargePoint will deduct the applicable Flex Billing Mark-Up from the CP Net Resale Price selected by Subscriber. The Flex Billing Mark-Up constitutes ChargePoint's independent resale margin for the resale of the Charging Session to Users or third parties and is intended to cover related transaction costs. The Flex Billing Mark-Up does expressly not constitute a service fee charged to Subscriber for any kind of billing service.

2.3 PAYOUT TO SUBSCRIBER. ChargePoint shall remit the Payout to Subscriber not more than thirty (30) days after the end of each calendar month subject to the payment details provided by Subscriber in the ChargePoint Cloud. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber is less than and fifty (50) USD respectively Euros (or the amount in the prevailing currency, based on Subscriber's domicile), except in connection with the expiration or termination of this Agreement. Subscriber may not offset any Payout against ChargePoint invoices for subscriptions, hardware or on-site services.

Subject to reclamations of the Charging Sessions by Chargepoint, the User or any third party, ChargePoint shall not remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar year.

2.4 SELF BILLING INVOICE. Subscriber agrees for the duration of the Agreement that ChargePoint may issue monthly self-billing invoices in the amount of the respective Payout. The Subscriber shall accept the self-billing invoices and shall not issue invoices that cover the same transaction to ChargePoint. ChargePoint will issue the self-billing invoices to the contact as defined in the ChargePoint Cloud by the Subscriber.

**3. TAXES.**

Except as required by law, Subscriber is responsible for the payment of all Taxes incurred in connection with the sale of electricity to ChargePoint; provided that ChargePoint is solely responsible for all Taxes assessable based on ChargePoint's sales, income, property and employees.

3.1 COLLECTION, REMITTANCE, INVOICING AND VAT TREATMENT. With respect to the Flex Billing Services, Subscriber sells the Charging Session (consisting of the electricity and ancillary services) to ChargePoint for the amount of the Payout. ChargePoint will in its own name and on its own account resell the Charging Session to the User or third party for the amount of the CP Net Resale Price plus applicable VAT.

For purposes of clarity ChargePoint will:

- have sole authority to determine the Flex Billing Mark-Up and the VAT rates applicable on its transactions with Users;
- collect such applicable VAT from Users in addition to the CP Net Resale Price;
- remit such VAT to the relevant local tax authorities.

## EXHIBIT 2

### API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

**1. ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 "API Implementation" means a Subscriber software application or website that uses any of the APIs to obtain and display ChargePoint Data in conjunction with Subscriber Data abs services

1.2 "API Documentation" means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by ChargePoint from time to time.

1.3 "ChargePoint Site Terms" means the Terms and Conditions displayed on ChargePoint's website, governing use of ChargePoint's website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

**2. API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber's Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 AVAILABLE APIs AND FUNCTION CALLS. The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by ChargePoint from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Cloud Plan, and Subscriber's particular Cloud Plan may not include all APIs and function calls then available from ChargePoint.

2.2 USE AND DISPLAY OF CHARGEPOINT DATA. Subscriber is permitted to access, use and publicly display the ChargePoint Data with Subscriber Data in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All ChargePoint enables Station locations provided to Subscriber as part of the ChargePoint Data shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the ChargePoint Data used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) ChargePoint Data provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of ChargePoint's business partners and/or other third party rights holders of Content indexed by ChargePoint, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any ChargePoint Data, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the ChargePoint Data outside of the ChargePoint Cloud Services;

(ii) hide or mask from ChargePoint the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

**2.3 REQUIRED INFORMATION.** Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the ChargePoint Site Terms and Conditions as presented through the ChargePoint Cloud Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the ChargePoint Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that ChargePoint requires in the API Documentation.

### **3. CHARGEPOINT BRANDING REQUIREMENTS AND RESTRICTIONS.**

3.1 MANDATORY CHARGEPOINT BRANDING. Subject to Section 3.2 below and the restrictions on use of ChargePoint Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Cloud Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any ChargePoint Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any ChargePoint Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under eighteen (18) years of age.

**EXHIBIT 3**  
**DRIVER AND VEHICLE MANAGEMENT TERMS**

**1. Definitions**

In this Exhibit the following capitalized terms shall have the following meanings unless expressly stated to the contrary:

“Subscriber Driver” means a driver who has agreed to the terms and conditions of the Driver Terms of Service and is part of an Employer program (as defined in the ChargePoint Account Agreement), offered in collaboration with Subscriber, subject to acceptance of the additional program-specific terms and conditions.

“Subscriber Fleet Card” – any ChargePoint RFID Card („ChargePoint Card“) that is issued to Subscriber to charge an EV at a ChargePoint enabled Station, and not tied to a Subscriber Driver. From time to time ChargePoint may issue alternative methods of accessing charging services at a ChargePoint enabled Station, for example, an app for use with a mobile device. Such alternative methods shall be deemed a ChargePoint Fleet Card for purposes of this Agreement.

“ChargePoint Enabled Station” means charging stations that Subscriber Drivers are authorized to use under the Driver Terms of Service as well as charging stations operated by other networks with whom ChargePoint has a roaming agreement.

“Charging Fees” means the fees incurred by Subscriber Drivers when charging a vehicle at a ChargePoint Enabled Station.

“Public Charging Service” means the charging services made available by ChargePoint, for subscription by Subscriber, that enables the tracking and payment of Charging Fees, as described in this Agreement.

“Driver Terms of Service” means the terms of service governing the use by Subscriber Driver of ChargePoint Products and Services, in particular, but not limited to, the Subscriber’s ChargePoint account; the use of ChargePoint Cards that will permit Subscriber Driver access to those charging stations that Subscriber Driver is authorized to use; and Subscriber Driver’s use of ChargePoint’s applications, including mobile application(s).

“Relevant Period” means the calendar month to which the home related electric vehicle charging costs relates.

“Reimbursement Service” means the reimbursement offering made available by ChargePoint, for subscription by Subscriber, in connection with reimbursement of home related electric vehicle charging costs to which the Subscriber Driver is entitled pursuant to a separate agreement with the Subscriber, and exclusively in relation to a home charging station operating on ChargePoint’s backend.

**2. Term and Termination.**

The term of a Subscription Plan for Driver and Vehicle Management begins with an activation of Subscriber Drivers and Subscribers Fleet Cards by Subscriber as described in the Documentation. The term is automatically terminated with the deactivation of the respective Subscriber Drivers and Subscribers Fleet Cards.

**3. Driver and Vehicle Management Cloud Services**

3.1 ChargePoint Cards may be used to pay Charging Fees. When a Subscriber Driver uses a ChargePoint Card, the ChargePoint Card will be read by the applicable ChargePoint Enabled Station and a record of the transaction will be created. Charging Fees will be charged to Subscriber at the price configured by the owner of the ChargePoint Enabled Station (“Host”) and in accordance with the applicable Public Charging Service selected by Subscriber. It is Subscriber’s responsibility to be aware of the price charged by the Host for access to the applicable ChargePoint Enabled Station. If Subscriber or a Subscriber Driver uses or allows someone else to use the ChargePoint Card(s) on any ChargePoint Enabled Station, Subscriber agrees to pay the fees specified by the Host.

3.2 Driver Management Public Charging Services. Subject to Subscriber having subscribed to the Charging Payment Service as part of the Driver Management Solution (DMS), ChargePoint pay all invoiced charging sessions, in its own name, in connection with the delivery of electrical energy to the EV of a Subscriber Driver at commercial charging stations of ChargePoint Enabled Stations. ChargePoint shall invoice Subscriber on a monthly basis for all amounts paid by ChargePoint as part of the Public Charging Services.

3.3 Vehicle Management Public Charging Services. Subject to Subscriber having subscribed to the Public Charging Services as part of the Vehicle Management Plan (VMP), ChargePoint shall pay all invoiced charging sessions in its own name, in connection with the delivery of electrical energy to an EV authorized through a Subscriber Fleet Card. ChargePoint shall invoice Subscriber on a monthly basis for all amounts paid by ChargePoint as part of the Public Charging Services.

3.4 Reimbursement Services. Subject to Subscriber having subscribed to the home Reimbursement Service as part of the DMS pursuant to this Agreement:

(i) The Parties agree that ChargePoint shall assume Subscriber's reimbursement obligation for home related electric vehicle charging cost arising from an agreement with its customer or an employment contract. Subscriber warrants that it has obtained any consent required under applicable law for the change of a debtor.

(ii) Based on the obligation assumed under (i) above, ChargePoint shall reimburse Subscriber Drivers in its own name for home related electric vehicle charging cost. The reimbursement is based upon the calculated kilowatt-hours (kWh) tariff (inclusive of VAT) and bank account information as stated by Subscriber Driver upon acceptance of the terms and conditions of the Driver Terms of Service and the additional program-specific terms. It is understood between the Parties that ChargePoint shall not be responsible for the accuracy and completeness of the stated kilowatt-hours tariff (inclusive of VAT) nor the bank account information. ChargePoint will have no obligation to verify the correctness thereof and shall not be held liable for payment errors pursuant thereto.

(ii) Subscriber agrees and accepts to reimburse ChargePoint for all reimbursement claims made by ChargePoint.

(iii) ChargePoint shall invoice Subscriber on a monthly basis.

(iv) ChargePoint will reimburse Subscriber Drivers for home related electric vehicle charging costs within (30) days after the end of a Relevant Period.

**4. CUSTOMER OBLIGATIONS.** By using ChargePoint Cards, Subscriber agrees to abide by these Driver and Vehicle Management Terms. Subscriber shall:

4.1 Pay ChargePoint for all Charging Fees incurred by an Subscriber Driver using a ChargePoint Card issued by Subscriber to pay for such Charging Fees.

4.2 Ensure that ChargePoint Cards are used solely in accordance with the terms of these Driver and Vehicle Management Terms and any other written requirements provided by ChargePoint.

4.3 Obey (i) all applicable laws and regulations; and (ii) any policies and rules of the Host and the owner of the property on which the ChargePoint Enabled Station is located.

4.4 Promptly review Subscriber's statement of Charging Fees and notify ChargePoint customer service of any questions.

4.5 Keep its on-line account information complete and up to date. Subscriber's obligations under this Section shall include, without limitation, promptly updating any changes to Subscriber's contact information, and any other applicable changes to Subscriber Drivers, including the removal or deactivation of any ChargePoint Card.

4.6 Remain liable for all Charging Fees billed to any ChargePoint Card in Subscriber's account until Subscriber has disabled the applicable ChargePoint Card by logging in to the Cloud Services.



**EXHIBIT 4**  
**NETWORK INTEGRATION TERMS**

This Exhibit governs the terms applicable to Subscribers use of Network Integrated Stations with the Cloud Services.

**1. Definitions**

In this Exhibit the following capitalized terms shall have the following meanings unless expressly stated to the contrary:

“Network Integration Data Sheet” means the data sheet for ChargePoint’s Re-Networking Program found [here].

“Network Integration Requirements” means ChargePoint’s Re-Networking data specifications provided as part of Re-Networked Documentation and/or made available at ChargePoint’s installer portal. Re-Networking Requirements may be updated, from time to time, by ChargePoint.

“Network Integrated Station” means charging stations not sold by ChargePoint or an authorized ChargePoint partner that (a) are certified by ChargePoint, via ChargePoint’s Network Integration Program, to meet ChargePoint’s specifications; and (b) enabled to interoperate with Network Integration Services through a Network Integration , as further described in the Re-Networking Data Sheet.

**2. Supplemental Use Restrictions, Responsibilities, and Limitations.** In addition to the terms and conditions of these Cloud Terms, Re-Networked User acknowledges and agrees to the following in connection with Re-Networked Services and Re-Networked Stations:

- 2.1 Subscriber is responsible for the proper installation and operation of Re-Networked Stations.
- 2.2 Prior to any Provisioning, Subscriber will install the SIM card, as provided with the Network Integration Kit (such kit is described in the Network Integration Data Sheet), in any Network Integrated Station for use with Cloud Services.
- 2.3 Subscriber will ensure that Network Integrated Station will function with the Open Charge Point Protocol version 2.0.1 or other version(s) that maybe be specified by ChargePoint.
- 2.4 Subscriber will ensure the software and firmware versions incorporated with Network Integrated Station will continue to comply with Network Integration Requirements.
- 2.5 Availability of certain features of Cloud Servies may vary depending on the manufacturer and model of the Network Integrated Station.
- 2.6 ChargePoint will provide support for Subscriber’s use of Cloud Services, not Network Integrated Station.

**3. Supplemental Disclaimers.** In addition to the terms and conditions of the Cloud Terms, Subscriber acknowledges and agrees the following in connection with any Network Integrated Station and/or Cloud Service:

- 3.1 ChargePoint does not provide in any manner warranty, support, and/or maintenance services for Network Integrated Station.
- 3.2 ChargePoint is not responsible or liable in any manner for the installation and operation of Network Integrated Station.
- 3.3 ChargePoint is not responsible or liable in any manner for Subscriber’s decision to Re-Network, including without limitation, that Network Integration results in the invalidation, violation, or breach of any third party warranty for Network Integrated Station.
- 3.4 ChargePoint is not responsible or liable in any manner for any interruptions and/or unavailability of any Cloud Services due to any flaws, defects, and/or failures of any hardware, software, or firmware components installed or maintained in any Network Integrated Station.
- 3.7 Manufacturer’s updates (hardware and/or software) to Network Integrated Stations may interfere and/or prevent Subscriber’s continued access and use of Cloud Services.
- 3.8 Subscriber is responsible for ensuring Network Integrated Stations comply with applicable regulations and laws.