

EXHIBIT – DATA CONTROLLER TERMS

1. **Applicability.** The terms and conditions of this Part 1 govern the processing of personal data by ChargePoint under Annex A and of the Agreement and shall describe the scope, nature, purpose, type of personal data and categories of data subjects of such processing. This Exhibit may be changed pursuant to the mechanism described in Section 8 Agreement (the "Processing"), each of the Parties shall be considered a sole controller under the General Data Protection Regulation 2016 ("GDPR") and the UK General Data Protection Regulation 2021 ("UK GDPR"). The Parties wish to determine their respective responsibilities, rights and obligations in relation to this Processing in these Data Protection Terms. If a data protection authority were to determine that the Parties should be considered joint controller under the GDPR or the equivalent provision of the UK GDPR with regard to the Processing, or part thereof, these terms are intended as a joint controller arrangement referred to in Article 26(1) GDPR or the equivalent provision of the UK GDPR.
2. **Data subjects' rights.** Each Party is responsible and shall bear its own costs for handling a request from a data subject who is exercising its rights under the GDPR or the UK GDPR in relation to personal data processed in the context of the Agreement. Each Party shall support the other Party in fulfilling its obligations under the GDPR and the UK GDPR in relation to such requests. Each Party shall in response to such request also inform data subjects of the possibility to exercise its rights with the other Party where necessary to enable the effective exercise of such rights.
3. **Information.** Each Party shall itself be responsible for providing the required information regarding the Processing to data subjects under Articles 13 and 14 of the GDPR and the equivalent provisions of the UK GDPR. Each Party shall consult with the other Party if this is necessary to ensure compliance with these obligations.
4. **Security and data breaches.** Each Party shall, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. If a Party becomes aware of a personal data breach in relation to the Processing, or a suspicion thereof, it shall notify the other Party immediately, and shall within reasonable time provide the other Party with all relevant information as requested by such Party regarding such personal data breach.
5. **Confidentiality.** Each Party shall ensure that persons authorized to process personal data in the context of this Agreement have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Each Party shall without undue delay notify the other Party if: (a) it receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority, with respect to personal data processed in the context of the Agreement, except where such Party is prohibited by law from making such disclosure.
6. **Data protection principles.** The Parties will comply with the general data protection principles as required by the GDPR and the UK GDPR when processing personal data in the context of this Agreement. In particular, personal data shall be processed lawfully, fairly and in a transparent manner in relation to the data subject; collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; accurate and, where necessary, kept up to date; kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.
7. **Compliance assistance.** Each Party shall assist the other Party in ensuring compliance with its obligations under Articles 32 to 36 of the GDPR, considering the nature of processing and the information available to each Party.
8. **International transfer.** ChargePoint may process personal data in the context of this Agreement outside of the EU and the European Economic Area in countries for which there is no decision of the European Commission that these countries ensure an adequate level of protection of personal data; and outside of the UK in countries for which there is no decision of the Secretary of State or the supervisory authority (or other applicable UK law) that the countries ensure an adequate level of protection of personal data. Each of the Parties shall conclude the applicable standard data protection clauses as referred to in Article 46 of the GDPR and the equivalent provision in the UK GDPR, where required.