CHARGEPOINT MASTER SUPPORT SERVICES TERMS AND CONDITIONS

1. **Description of Support Services.** These ChargePoint Master Support Services Terms and Conditions ("**Agreement**") governs the provision of Support Services (defined below) by ChargePoint, Inc. ("**ChargePoint**") to customer ("**Subscriber**" or "**you**" and "**your**"). Each subscription plan for Support Services ("**Subscriptions**") provides Support Services-related coverage to you for the ChargePoint-covered charging stations and related hardware peripherals ("**Hardware**") and may include a combination of remote support, parts and labor coverage, as further described in the applicable Support Scope and Terms. Each Subscription is offered by the applicable ChargePoint entity or entities referenced under "Entities" section below and is valid for the listed countries only. The scope of this Agreement is only for Support Services and does not include other services offered by ChargePoint (e.g., ChargePoint Cloud Plans) or products not described in the applicable Support Scope and Terms (e.g. ChargePoint's Home Flex products or any of its successors). "**Support Services**" shall mean the service(s) provided to you subject to this Agreement and the applicable ChargePoint Support Services Scope and Terms ("**Support Scope and Terms**") found at www.chargepoint.com/legal/support-services. This Agreement and Support Scope and Terms may be amended from time to time by ChargePoint.

2. **Subscriptions.**

   2.1 Service Term and Renewal. Unless specified otherwise in the applicable Support Scope and Terms**,** each Subscription that you purchase will commence ninety (90) days after the invoice date of such Subscription and will continue for the term purchased via the applicable invoice or purchase order ("**Service Term**"). ChargePoint will send you an invoice for your Subscription on or after the date the applicable Hardware is shipped to you. Upon expiration of your initial Service Term, your Subscription will renew automatically for successive one-year periods until the end of the useful life of the applicable Hardware or determined by ChargePoint at its sole discretion (each a "**Renewal Term**"). Renewal Terms will commence on the date of the expiration of the initial Service Term or prior Renewal Term, as applicable

   2.2 Transfer. If you sell or divest yourself of the applicable Hardware and wish to transfer or otherwise assign in any manner the applicable Subscription to a third party, then you must provide 60 days prior written notice to ChargePoint of such sale or divestiture of Hardware. Failure to provide such prior notice will void the applicable Subscription for any successor third party.

   2.3 Commencement. Your Hardware will be covered by the applicable Subscription starting after the Hardware has been activated (subject to the applicable requirements of ChargePoint) and until the end of the Service Term. Note that certain Hardware and corresponding Subscriptions may require you to fulfill certain activation obligations prior to the commencement of the applicable Support Services (for more details see the Installation, Commissioning and Activation Scope and Terms located at www.chargepoint.com/legal/deployment-consulting-services) ("**Deployment and Consulting Scope and Terms**").

   Term and Termination. This Agreement and applicable Support Scope and Terms shall remain in full force and effect until completion of Service Term or Renewal Term, 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 if any law or regulation prevents or materially impedes the performance of Support Services. All sections of this Agreement which by their nature should survive termination and/or expiration of this Agreement shall survive such termination and/or expiration.

2.4 Reinstatement Fee. If you terminate the applicable Subscription during a Renewal Term and wish to reinstate such Subscription at a later date, such reinstatement will be subject to the payment of fees for the time period that lapses after such termination and prior to the reinstatement, including, without limitation, any reasonable reinstatement fees charged by ChargePoint and written documentation substantiating that there are no outstanding repair or defect issues with the applicable Hardware.

2.5 Payment. Payment for Subscriptions is due within thirty (30) days of the invoice date. All payment obligations 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 states whose currency is not EUR) and ii) at least 8 percentage points, or (b) the maximum rate permitted by law.. If any amount is more than thirty (30) days overdue, ChargePoint may (a) terminate the applicable Subscription or (b) withhold Subscription coverage until ChargePoint has received payment in full. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement and/or Support Scope and Terms. Fees payable to ChargePoint do not include any taxes, and you are responsible for all such taxes.

2.6 Purchase after Activation. If you wish to purchase a Subscription for Hardware for which a prior Subscription has been expired for at least six months at the time of the aforementioned purchase, then as a prerequisite for the purchase of a new Subscription for the applicable Hardware you must purchase from and authorize ChargePoint to conduct a safety inspection of the applicable Hardware. The safety inspection will allow ChargePoint to determine whether such Hardware has any outstanding issues that are covered by any of following exclusions, as described in Section 3.7 herein, to Support Services: subsections a, d, e, f, g, h, and k. For the avoidance of doubt, (a) if any outstanding issues of the applicable Hardware are covered by any of the exclusions, then you will not be able to purchase a new Subscription for such Hardware even if such Hardware has Standard Warranty or Extended Warranty, as each are described in ChargePoint's then-current Commercial Warranty ; and (b) your purchase a new Subscription for any Hardware is subject to ChargePoint's sole and reasonable discretion.

2.7 Relocation of Hardware. Any relocation of Hardware from its original installation location (including, without limitation, to any approved transfer pursuant to Section 2.2) will require (a) re-Activation (as further described in the Deployment and Consulting Scope and Terms); and (b) re-Commissioning (as further described in separate the Deployment and Consulting Scope and Terms) if Hardware is a DC charging station.

2.8 Maximum Service Term. ChargePoint will not sell or make available Subscriptions beyond the useful life of the applicable Hardware, i.e., 10 years after its initial activation. ChargePoint, in its sole discretion, may amend from time to time the calculation of the useful life of any Hardware.

3. Support Services.

3.1 Coverage. If included in your applicable Subscription, ChargePoint will provide parts and/or labor coverage for the applicable Hardware.

3.2 Covered Hardware. Only certain Hardware purchased from ChargePoint or an authorized ChargePoint distributor or reseller may receive Support Services. Please refer to Support Service that you purchased to verify that the applicable Hardware is covered by the applicable Subscription.

3.3 Active Cloud Plan Requirement. Unless otherwise described in the applicable Support Scope and Terms, you must maintain an active ChargePoint cloud plan to receive Support Services.

3.4 Replacement Parts. If the then-current Subscription provides "parts cost coverage" for replacement hardware components and/or Hardware that ChargePoint uses to repair and/or replace your defective Hardware ("**Replacement Parts**"), then Replacement Parts will be provided at no charge. You acknowledge and agree Replacement Parts may be remanufactured or reconditioned (a) hardware components of Hardware; or (b) Hardware if such Hardware is no longer manufactured; provided, that ChargePoint will use reasonable efforts to provide such Hardware that provides substantially similar functionality. Any Replacement Parts provided to you via a Subscription will become your property and all parts and/or Hardware returned by you or your authorized representative to ChargePoint in connection with any Support Services will become the property of ChargePoint.

3.5 Your Responsibilities. You agree to: (a) provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint's obligations, including access to your requisite personnel and physical site, to address the required Support Services; (b) promptly provide accurate and complete information as requested by ChargePoint in connection with the provision of any Support Services; (c) maintain the physical site in which Hardware is located in accordance with all applicable laws, regulations and rules; (d) maintain the hardware in accordance with the applicable documentation including preventive maintenance, any required firmware updates, and internet connectivity; and (e) keep the physical site in which Hardware is located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your sites and/or premises.

3.6 Installation Quality. Unless ChargePoint installed your Hardware, you are responsible for ensuring it is installed in accordance with the product specifications, including, without limitation, to any site preparation, installation, and/or commissioning guides, as described in the Installation, Commissioning and Activation Scope and Terms located at www.chargepoint.com/legal/deployment-consulting-services. ChargePoint reserves the right to perform a site audit to assess the compliance of the installation of Hardware with the aforementioned specifications and may suspend coverage until such installation defect has been remedied.

3.7 Exclusions. The following issues are not covered by Support Services:

a. **Damage and Misuse.** Damage or misuse to Hardware caused by you and/or third parties, including, without limitation, abuse, negligence, vandalism, accidents, any use of the Hardware in a manner that is not in compliance with the specifications of Hardware as described in the applicable ChargePoint documentation, or any other similar events. Notwithstanding the foregoing, normal wear-and-tear to the Hardware that prevents the expected, reasonable use of such Hardware is not subject to this exclusion.

b. **Cosmetic Damage.** Cosmetic damage to Hardware such as scratches and dents.
c. **Normal Aging and Discoloration.** Normal aging or discoloration of Hardware due to exposure to environmental elements.
d. **Unapproved Alteration.** Alteration, modification, or relocation of the Hardware or firmware incorporated in such Hardware that was not approved in writing by ChargePoint.
e. **Force Majeure.** Force majeure events or unforeseeable circumstances beyond ChargePoint's reasonable control that prevent ChargePoint from performing its Support Services-related obligations.
f. **Lack of Commissioning.** DC charging station(s) that has not undergone Commissioning, as such term is described in Deployment and Consulting Scope and Terms located at www.chargepoint.com/legal/deployment-consulting-services.
g. **Fraudulent Actions.** Fraudulent actions or omissions in connection with Support Services-related requests, e.g. removal or alteration of the serial number of the applicable Hardware.
h. **Unapproved Interfaces.** Use of Hardware with software, interfaces, parts or supplies not approved in writing by ChargePoint.
i. **Interoperability.** Vehicle-to-Hardware interoperability or communication issues, including, without limitation, testing on non-commercially available vehicles.
j. **Timely Notification.** If you do not notify ChargePoint on a timely basis (as reasonably determined in ChargePoint's discretion) of the Hardware-related issue (e.g. inability to dispense energy) or impairments (can charge but impaired, limited or modified safe operation of the charger is required) as soon as you first become aware of such issue.
k. **Certification.** If the installation or maintenance of Hardware is performed by a technician not certified by ChargePoint and the OEM, if applicable.
l. **Hardware Not Covered by Support Services.** ChargePoint takes no responsibility or liability with respect to repairing, replacing, monitoring, or servicing anything other than Hardware covered by a then-current Subscription. For example, ChargePoint is not responsible for the physical mounting and electrical wiring of Hardware, performance of any cellular or Wi-Fi repeaters connected to Hardware, or third-party hardware accessories installed with Hardware that are not covered by Support Services, including, without limitation, skid mounts, masts or gantries.
m. **Customer Responsibilities.** If by your action or inaction you do not comply with your responsibilities as described in Section 3.5 and 3.6, or in your Subscription's respective Scope and Terms.
n. **Cloud Issues.** Issues related to your ChargePoint cloud services (e.g., Cloud Plan or Fleet Ops). Notwithstanding the foregoing, issues related to your software embedded within the applicable Hardware (e.g., firmware) are covered by the applicable Support Services.
o. **Modem Upgrades.** Support Services do not cover modem upgrades or replacements required for your Hardware to remain connected/interoperate with cellular network providers due to (i) newer standards for mobile network technology, including, without limitation, transition to newer generation standards subsequent to 4G/LTE; and/or (ii) use deprecation by cellular network providers of existing standards for mobile network technology.

4. **Warranty; Other Disclaimers.** The Support 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 support scope and terms. No other ChargePoint representation or warranty of any kind, either expressor implied, is included or intended by this agreement, the applicable support scope and terms, or in any proposal, contract, report, statement of work or other document in connection with the support 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.

5. **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 your case, in addition to the fees and expenses payable by you in connection with the applicable subscription) exceed the total fees and expenses due and payable by you in connection with the applicable subscription (i.e. support services) giving rise to the liability.

6. **Intellectual Property Rights.**

   6.1 "**Your IP**" means your pre-existing or independently developed intellectual property rights.

   6.2 "**ChargePoint IP**" means (a) ChargePoint's pre-existing or independently developed intellectual property rights, (b) ChargePoint's templates and tools used to provide Support 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 Support Services, (d) all reports, evaluations, findings, data and reports provided by ChargePoint to you in the performance of Support 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 Your IP incorporated in the Materials.

   6.3 As between the parties, (a) you own all right, title and interest in and to Your 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 or applicable Support Scope and Terms. Each party reserves all rights not specifically granted to the other party under this Agreement or applicable Support 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 Support Services or otherwise, without the prior written consent of the other party.

   6.4 Notwithstanding the above provisions in this section, ChargePoint shall have the right to use, reproduce, and disclose the Materials (without attribution to you). To the maximum extent permitted by applicable laws, ChargePoint shall be free to provide material similar to Materials to third parties whose needs may be similar to your requirements, without violating its confidentiality obligations hereunder to you.

7. **Feedback**. "**Feedback**" shall mean any feedback, comments, suggestions or other input provided by you in connection with the Support Services. You shall be under no obligation to provide Feedback and shall not provide any Feedback that violates the rights of any third party. You hereby grant 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. **Confidentiality.** Each party agrees not to use the other party's confidential and proprietary information ("**Confidential Information**") except in the performance of the Support 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 or any disclosure of Confidential Information to the receiving party.

9. **Miscellaneous**.

9.1 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 and/or applicable Support Scope and Terms (other than with respect to any obligations by you to pay for the applicable Subscription) 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.

9.2 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 you. The terms in this Agreement and in the applicable Support Scope and Terms constitute the complete agreement regarding any provision of Support 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 Support Scope and Terms or any other document the terms of the applicable Support Scope and Terms shall govern. In particular, any additional terms contained on your ordering instrument or other documents shall be of no force or effect. The parties shall comply with all applicable 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. ChargePoint may, from time to time, make revisions to or amend this Agreement and/or Support Scope and Terms (individually and collectively defines as "Revisions"). Unless stated otherwise by ChargePoint, Revisions will be effective immediately. ChargePoint may require you to accept the Revisions to continue to use the Support Services. If you do not agree to the Revisions, then you should discontinue the use of the Support Services. Except as expressly permitted in this section, the Agreement and/or Support Scope and Terms may be amended only by a written agreement signed by authorized representatives of the parties

9.3 Governing Law, Jurisdiction, ChargePoint Entities, and Dispute Resolution. The ChargePoint entity providing the Support Services, 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, Italy, Spain 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 Atelierstr. 12, 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 16 Great Queen Street, Covent Garden, London, United Kingdom, WC2B 5AH	England and Wales	London, United Kingdom

This Agreement, and any disputes related to this Agreement, will be governed by the applicable "Governing Laws" above in the table above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Country Specific Terms

9.4 GERMANY - Provisions for Support Services provided under the laws of Germany.

Section 5 is replaced with the following sections:

9.4.1 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.

9.4.2 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 13.9.1 above). "Material contractual obligations" are such contractual obligations that, if breached, jeopardize the aim and purpose of the contract.

9.4.3 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 13.9.1 above).

9.4.4 Any liability other or beyond the liability provided in 9.4.1 – 9.4.3 is excluded.

9.4.5 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.

9.5 ITALY – Provisions for Support Services provided under the laws of Italy

9.5.1 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: 3.7; (Exclusions); 4 (Warranty); 5 (Limitation of liability); 9.3 (ChargePoint contracting entities, Governing law and Courts);

9.5.2 The last sentence of Section 13.6 is integrated as follows:

ChargePoint may assign its rights and obligations under this Agreement to its affiliates or any third party without the prior written consent of the Subscriber, by informing the latter in advance.

9.5.3 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 Subscriber 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.