CHARGEPOINT AS A SERVICE AGREEMENT

This ChargePoint EV Charging as a Service Agreement (this "Agreement") is made and entered into by and between the customer specified during the CPaaS order process (the "Customer"), and ChargePoint Network (UK) Ltd., a private company limited by shares, incorporated under the Companies Act 2006, registered with the Registrar of Companies for England and Wales under company number 10789164 whose registered office is located at First Floor 100 Victoria Embankment, London, United Kingdom, EC4Y 0DH ("CPUK" or "ChargePoint") as of the earliest date of: (a) the date of acceptance by Customer of the CPUK quote for the Charging Service Associated with this Agreement; (b) the date that Customer electronically accepts this Agreement or (c) the date of Customer's first use of the Charging Service (the "Effective Date"). Customer and CPUK are each sometimes referred to herein as a "Party" and collectively as the "Parties".

PURPOSE OF THE AGREEMENT

The Parties are entering into this Agreement in order to describe the terms and conditions under which CPUK shall provide an electric vehicle ("EV") charging service subscription (the "Charging Service") to Customer's locations (each, a "Location"). As part of Customer's subscription to the Charging Service, ChargePoint shall install one or more EV charging stations ("Charging Stations") at each Location, as directed by Customer. Under the Charging Service, Customer operates the EV charging stations and shall, among other things, be entitled to create access control lists, charge EV drivers a fee, set EV charging pricing and access information regarding charging activity at the Charging Stations.

1. AGREEMENT TERM; SUBSCRIPTION TERM; EXHIBITS.

1.1. CPUK offers Charging Services for a one (1) year term (the "Subscription Term") as from the Effective Date and shall continue until the expiration of all of the Subscription Terms associated with this Agreement ("Term"). Prior to the commencement of the Charging Services, Customer shall subscribe to the Charging Services for the Subscription Term by accepting the quote provided by CPUK. Parties agree that, if and to the extent deemed appropriate by CPUK, the Charging Service, including but not limited to maintenance of Charging Stations, the ChargePoint Services and Flex Billing (as defined below), may also be performed by an affiliate of CPUK

1.2. Customer's initial Subscription Term to Charging Services will commence ninety (90) days from the date of shipment to Customer of the applicable Charging Station(s) associated with the Charging Service. The date on which Customer's Subscription Term commences is referred to in this Agreement as, the "Subscription Commencement Date"). Each Subscription Term renewal period will begin on the day following the expiration date of Customer's previous Subscription Term (the "Renewal Date").

1.3. This Agreement includes the ChargePoint Privacy Policy, available at https://uk.chargepoint.com/privacy_policy?instance=EU&locale=uk , the Data Controller Terms available at https://www.chargepoint.com/en-gb/legal/cloud-terms as well as the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

1. Exhibit 1: Site Preparation and Readiness Certificate
2. Exhibit 2: Flex Billing
3. Exhibit 3: Terms Regarding Granting and Receipt of Rights

2. PAYMENTS.

Customer will receive monthly invoices for all Subscription Term related fees, specifying their due dates. ChargePoint will first invoice Customer on the Subscription Commencement Date. With respect to each subsequent Subscription Term ChargePoint will invoice Customer starting from the Renewal Date. All amounts shall be paid by Customer ultimately on their due dates as specified on the invoices. If no due date is specified, the relevant invoice shall be paid within thirty (30) days of the date of the invoice. Invoiced amounts not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998 together with a fixed sum and reasonable costs of recovery calculated in accordance with Section 5A(2) and (3) of the Act. If any amount owing by Customer under this Agreement is overdue more than thirty (30) days after the Customer's receipt of a notice served in accordance with Section 7.1 (i), CPUK may, without otherwise limiting CPUK's rights or remedies, terminate the Agreement, suspend the use of the Charging Service, and/or enter onto Customer's premise for the purpose of reclaiming the Charging Stations. Customer shall be liable for all costs, including reasonable legal fees and Charging Station recovery fees, incurred by CPUK in connection with its efforts to collect any past due amounts.

3. CHARGING STATIONS.

3.1 Charging Stations. The Charging Services will be provided, in part, through the Charging Stations installed by ChargePoint at each Location. This Section describes the terms and conditions governing the installation of the Charging Stations at Customer Locations.

3.2 Site Preparation and Installation of Charging Stations.

3.2.1 Customer shall inform CPUK of the parking spaces at which the Charging Stations are to be installed (the "Designated Parking Spaces"). Customer shall be responsible for performing Site Preparation, as described below. After Site Preparation is complete, CPUK shall install the Charging Stations it intends to use to deliver the Charging Services. CPUK has designated operations and maintenance partners (each, a "CPUK Partner"), who can assist Customer with Site Preparation. All Site Preparation services performed by a CPUK Partner on behalf of Customer shall be performed pursuant to a separate agreement between such CPUK Partner and Customer. For purposes of this Agreement, the term "Site Preparation" shall mean, without limitation, performing any electrical service upgrades, installing conduit runs, running wiring, installing cell repeaters, ensuring cellular coverage and other site work necessary to provide adequate power and connectivity to each of the Designated Parking Spaces according to CPUK's published specifications and available on CPUK's website at https://www.chargepoint.com/files/Make-Ready-Requirements-Specification.pdf

3.2.2 After Customer completes Site Preparation, Customer will notify ChargePoint that it may install the Charging Stations by providing notice, in the form of a Site Preparation and Readiness Certificate (as set out in Exhibit 1) completed by Customer's contractor, to ChargePoint at the address for such notices set forth in Section 20. Notwithstanding anything to the contrary contained in the immediately preceding sentence, the Site Preparation and Readiness Certificate is not required if a CPUK Partner performs the Site Preparation work. In such event, Customer need only deliver notice to ChargePoint that Site Preparation has been completed for the Designated Parking Spaces. If Customer does not use a ChargePoint Partner to complete Site Preparation and if ChargePoint attempts to install the Charging Stations, but is unable to do so because the Site

Preparation has not been completed in accordance with ChargePoint's published specifications, Customer agrees to pay a re-dispatch fee of GBP 300 within thirty (30) days of receipt of ChargePoint's invoice for such fee.

3.3 Maintenance of Charging Stations

3.3.1 ChargePoint shall ensure that the Charging Stations function in accordance with published specifications during the Subscription Term. In the event Customer knows of or becomes aware of any malfunctioning Charging Station, Customer shall promptly notify CPUK of such malfunction. ChargePoint will respond to Customer within two business days of learning of a malfunctioning Charging Station. Customer will cooperate with CPUK, so that CPUK may remotely diagnose an issue with the Charging Station. Customer shall not directly or indirectly service, repair, modify or adjust the Charging Stations. ChargePoint's obligations include providing labor and parts coverage for vandalism, damage or other problems caused by accidents or negligence.

3.3.2 ChargePoint's obligations under this Section 3 do not include repairing, replacing monitoring or servicing anything other than the Charging Stations. For example, ChargePoint will not configure, repair, replace or otherwise maintain repeaters installed by Customer as part of the Site Preparation Process.

3.3.3 Customer agrees that it shall not interfere with, or cause its employees or agents to interfere with, CPUK's performance of maintenance services, or in any other way interfere with CPUK's responsibilities under this Agreement.

3.3.4 Customer agrees to provide CPUK or its service partners with access, during normal business hours (9:00 a.m. to 5:00 p.m., Monday to Friday), to the Charging Stations in order to perform required maintenance work. In addition, Customer shall designate in writing a Customer manager who shall act as Customer's sole liaison with CPUK for those matters covered by this Agreement. Customer shall update CPUK in writing, in the event it wishes to designate a new Customer manager.

3.3.5 Customer agrees, at its own expense and at all times during the Subscription Term, to keep public areas, parking spaces, streets and sidewalks appurtenant to the Designated Parking Spaces reasonably free of debris and rubbish and in good repair and condition.

4. CLOUD SERVICES TO BE PROVIDED. During the Subscription Term, ChargePoint shall make available to Customer ChargePoint Services, meaning cloud service offerings including API's and application service plans) necessary to permit Customer to manage the Charging Stations.

5. RESPONSIBILITIES AND AGREEMENTS.

5.1 OPERATION OF CHARGEPOINT. CPUK agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting the network connected to the electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPUK and its affiliates (the "ChargePoint Network"); (ii) provisioning and operating, maintaining, administering and supporting the applications offered on the ChargePoint Services; and (iii) operating the ChargePoint Network in compliance with all applicable laws. CPUK will protect the confidentiality and security of all personally identifiable information in accordance with all applicable laws and regulations and the CPUK Privacy Policy.

5.2 LIMITATIONS ON RESPONSIBLITY. CPUK shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Customer, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Customer's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPUK of ChargePoint; and (iv) availability of or interruption of the ChargePoint Network attributable to unauthorised intrusions and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5.3 CUSTOMER'S RESPONSIBILITIES AND AGREEMENTS FOR CLOUD SERVICES

5.3.1 GENERAL. All use of the ChargePoint Services by Customer, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPUK set forth in this agreement. All ChargePoint Services account details, passwords, keys, etc. are granted to Customer's solely for Customer's own use (and the use of its grantees of Rights), and Customer shall keep all such items secure and confidential. Customer shall use reasonable efforts to prevent, and shall be fully liable to CPUK for, any unauthorised access to or use of ChargePoint or ChargePoint Services via Customer's Charging Stations, ChargePoint Services account(s) or other equipment. Customer shall immediately notify CPUK upon becoming aware of any such unauthorised use.

5.3.2 REPRESENTATIONS AND WARRANTIES OF CUSTOMER. Customer represents and warrants to CPUK that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to subscribe to the Charging Service; (ii) the electrical usage to be consumed by Customer's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Customer is a party; and (iii) it has full power and authority to permit ChargePoint to install the Charging Stations at the Designated Parking Spaces.

5.3.3 USE RESTRICTIONS AND LIMITATIONS OF CLOUD SERVICES. Customer shall not:

a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any data collected or maintained by CPUK, including its affiliates, in connection with the operation of ChargePoint therein to any third party;

(b) interfere with or disrupt the Charging Services, the ChargePoint Network, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Network;

(c) attempt to gain unauthorised access to the ChargePoint Network or the Charging Services or related systems or networks or any data contained therein, or access or use the Charging Services through any technology or means other than those provided or expressly authorised by CPUK;

(d) reverse engineer, decompile or otherwise attempt to extract the source code of the Charging Services, including, without limitation, the Charging Stations and ChargePoint Services, or any part thereof, except to the extent expressly permitted or required by applicable law;

(e) create derivative works based on the ChargePoint Network, the Charging Services, or any of ChargePoint's, including its affiliates', trade marks, service marks, trade names,

logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint, including its affiliates', manufactured Charging Stations, (the "CPUK Marks") and all other CPUK-supplied material developed by CPUK or its affiliates;

(f) remove, conceal or cover the CPUK Marks or any other markings, labels, legends, trade marks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection therewith;

(g) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to the Charging Service, copy, frame or mirror any part of the Charging Service, other than copying or framing on Customer's own intranets or otherwise solely for Customer's own internal business use and purposes;

(h) access the ChargePoint Network, any part of the Charging Services for any competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(i) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Charging Services or collect information about ChargePoint users for any unauthorised purpose;

(j) upload, transmit or introduce any malicious code to ChargePoint or Charging Services;

(k) use any of the Charging Services if Customer is a person barred from such use under the laws of England or of any other jurisdiction; or

(l) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (i) any inappropriate, defamatory, obscene, or unlawful content; (ii) any content that infringes any patent, trade mark, copyright, trade secret or other proprietary right of any party; (iii) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the API documentation.

(m) Utilize the Content for any other purpose other than Customer's internal business purpose.

5.3.4 OWNERSHIP OF CONTENT. To the extent permitted by the applicable laws ChargePoint, or its affiliates, shall own and hold all right, title and interest in and to the following:

(a) Content, including all data collected or maintained by CPUK, or its affiliates, in the operation of ChargePoint, the ChargePoint Services and the Charging Stations; and

(b) CPUK Property, including (i) ChargePoint, (ii) the ChargePoint Services, (iii) all data generated or collected by CPUK, or its affiliates, in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPUK Marks and (v) all other CPUK-supplied material developed or provided by CPUK, or its affiliates, for Subscriber use in connection with the ChargePoint Services.

5.3.5 LIMITED LICENCE TO CPUK. Customer hereby grants to CPUK and its affiliates, a non-assignable, non-transferable, and non-exclusive licence to use the Customer's property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPUK to provide the Charging Services. CPUK and its affiliates may utilize the various trade marks, service marks, trade names,

logos, domain names, and other distinctive brand features and designations used by Customer in connection with its business (the "Customer Marks") to advertise that Customer is using the Charging Services. CPUK and its affiliates shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual licence to use or incorporate in the Charging Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or Customer Rights Grantees relating to the Charging Services.

5.3.6 ADDITIONAL TERMS REGARDING CPUK MARKS.

(a) USE LIMITATIONS. Customer shall not use any of the CPUK Marks for or with any products, except in the manner permitted pursuant to CPUK's usage guidelines. From time to time, CPUK may provide updated CPUK Mark usage guidelines, and Customer shall thereafter comply with such updated guidelines. For any use of the CPUK Mark not authorised by such guidelines, or if no such guidelines are provided, then for each initial use of the CPUK Mark, Customer must obtain CPUK's prior written consent, and after such consent is obtained, Customer may use the CPUK Mark in the approved manner. All use by Customer of CPUK's Marks (including any goodwill associated therewith) will inure to the benefit of CPUK and its affiliates.

(b) PROHIBITIONS. Customer shall not use or display any CPUK Mark (or any likeness of a CPUK Mark):

(i) as a part of the name under which Customer's business is conducted or in connection with the name of a business of Customer or its affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPUK other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPUK, or (z) can be reasonably interpreted to suggest that any Customer content and services has been authored by, or represents the views or opinions of CPUK or CPUK personnel;

(iii) in any manner intended to disparage CPUK, the ChargePoint Network, or the Charging Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPUK;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPUK.

(c) NO REGISTRATION OF CPUK MARKS. Customer shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPUK Marks or any patent, trade mark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPUK Mark, patent, trade mark, service mark, copyright, trade name, domain name or registered design of CPUK or its affiliates, or that is licenced to, connected with or derived from confidential, material or proprietary information imparted to or licenced to Customer by CPUK. At no time will Customer challenge or assist others to challenge the CPUK Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPUK.

(d) TERMINATION AND CESSATION OF USE OF CPUK MARKS. Upon termination of this Agreement, Customer will immediately discontinue all use and display of all CPUK Marks.

5.3.7 ELECTRICAL, MOBILE AND INTERNET SERVICE INTERRUPTIONS. Neither CPUK nor Customer shall have any liability whatsoever to the other with respect to

damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to the ChargePoint Network; (iii) interruptions attributable to unauthorised ChargePoint Network intrusions; (iv) interruptions in services provided by any internet service provider not affiliated with CPUK; or (v) the inability of a Charging Station to access the ChargePoint Network as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

5.3.8 NETWORK COMMUNICATION PROVIDER LIABILITY. In order to deliver the ChargePoint Services, CPUK has entered into contracts with one or more providers of underlying wireless communication networks (the "underlying network provider"). Customer has no contractual relationship with the underlying network provider and customer is not a third party beneficiary of any agreement between CPUK and the underlying network provider. Customer understands and agrees that the underlying network provider has no liability of any kind to customer, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise. Customer has no property right in any number assigned to it, and understands that any such number can be changed. Customer understands that CPUK and the underlying network provider cannot guarantee the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the ChargePoint services.

6. TERMINATION BY CUSTOMER AND RENEWAL OF CHARGING SERVICE.

6.1 Customer may, in its sole and absolute discretion, terminate this Agreement immediately and with immediate effect if at any time: (i) CPUK is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CPUK becomes subject to an Insolvency Event.

6.2 For the purpose of Clause 6 and Clause 7, an "Insolvency Event" means the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England) in relation to a Party: (i) that Party passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved; (ii) the appointment of an administrator of or, the making of an administration order in relation to that Party or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of that Party's undertakings, assets, rights or revenue; (iii) that Party entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors; (iv) that Party being unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; however, a resolution by that Party or a court order that that Party shall be wound up for the purpose of a bona fide solvent reconstruction or amalgamation shall not amount to an Insolvency Event.

6.3 Upon any termination of this Agreement for cause by Customer pursuant to Section 6.1, CPUK shall refund a pro-rata portion of the pre-paid subscription fees. Upon any termination for any other reason, CPUK shall not refund any pre-paid subscription fees and Customer shall not be entitled to any refund of any pre-paid installment payment.

6.4 Upon any termination of this Agreement, whether or not at the end of a Subscription Term if not renewed in accordance with article 6.6, Customer shall permit CPUK to enter the

Customers' premises for the purpose of removing the Charging Stations and any equipment owned by CPUK, and any other ancillary property of CPUK relating thereto. Exercising this right in case of premature termination shall be at Customers' expense and invoiced separately. CPUK and Customer will schedule a date for CPUK to remove the Charging Stations, equipment and other ancillary property of CPUK. Upon termination of the Agreement, CPUK will no longer be bound to deliver the ChargePoint Services, customer support or any maintenance of any Charging Station. Customer agrees that it shall not interfere with, and will cause its employees and agents not to interfere with, CPUK in conjunction with the service, maintenance or removal of the Charging Stations, or in any other way interfere with CPUK's responsibilities under this Agreement.

6.6 Upon the expiry of each Subscription Term, to the extent Customer has not provided CPUK with a minimum sixty (60) day prior written notice of its intent of non-renewal, the Charging Service shall continue for a new Subscription Term with subscription fees at the list price applicable thereto, subject to increases which will be limited to the greater of (i) five percent (5%) or (ii) the aggregate increase in the consumer price index during the immediately preceding Subscription Term.

7. TERMINATION BY CPUK.

7.1. Without prejudice to any rights that have accrued under this Agreement or any other rights or remedies under applicable law, CPUK may, in its sole and absolute discretion, terminate this Agreement immediately and with immediate effect: (i) if Customer is in material breach (or series of breaches which, in CPUK's reasonable opinion, together amount to a material breach) of any of its obligations under this Agreement (which shall include a failure by Customer to pay any amount owed by it under this Agreement by the relevant due date), and has not cured such breach within thirty (30) days of Customer's receipt of written notice thereof; (ii) Customer becomes, or in the reasonable opinion of CPUK is likely to become, the subject of an Insolvency Event; or (iii) as otherwise explicitly provided in this Agreement. Section 6.4 will also apply in case of a termination by CPUK pursuant to this Section 7.

8. INDEMNIFICATION.

8.1 "Damages" shall mean any injury, wound, wrong, hurt, harm, fee, damages, cost, expense, expenditure, or loss of any nature, including, but not limited to: (i) injury or damage to any property or right; and (ii) injury, damage or death to any person or entity, (iii) legal fees, witness fees, expert witness fees and expenses; and (iv) all other litigation costs and expenses.

8.2 "Claims" shall mean all claims, requests, accusations, allegations, assertions, complaints, petitions, demands, suits, actions, proceedings, and causes of action of every kind and description.

8.3 Customer shall indemnify, defend and hold CPUK and its affiliates, and any of their respective present and former directors, officers, members, shareholders, employees, representatives and agents, and all of its and their successors and assigns, harmless from and against any and all Damages from third-party Claims which arise out of or relate to: (i) Customer's negligent acts or omissions, recklessness or wilful misconduct; or (ii) the loss of life or any injury to persons or property due to conditions existing at the Customers' property, including the Designated Parking Spaces, unless any such Damages arise out of or relate to CPUK's negligence or wilful misconduct.

8.4 CPUK shall indemnify, defend and hold Customer harmless from and against any and all Damages from third-party Claims that result from or arise out of the actual or alleged

misappropriation or infringement of any intellectual property rights in connection with the the Charging Service.

8.5 The obligations under this Section shall survive the termination or expiration of this Agreement.

9. OWNERSHIP OF CHARGING STATIONS. The Charging Stations are and shall remain the personal property of CPUK, regardless of the manner in which they may be attached to any other property. Customer shall not permit any levy, lien or other legal process to be attached to the Charging Stations, and shall immediately notify ChargePoint if any of the foregoing shall occur.

10. INTELLECTUAL PROPERTY.

11.1 Customer shall not: (i) create derivative works based on any of ChargePoint's, or its affiliates', intellectual property rights, including, without limitation, the Charging Service, Charging Stations, Cloud Services, patents, patent applications, patent rights, trade marks, trade mark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licences, inventories, know-how, trade secrets, customer lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, URL links, websites, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records (collectively the "Intellectual Property") (ii) copy, frame or mirror any part or content of the Intellectual Property, (iii) reverse engineer any Intellectual Property right or (iv) access the Intellectual Property for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of ChargePoint's Intellectual Property.

11.2 All right, title and interest in the Intellectual Property shall remain, the exclusive property of ChargePoint and its affiliates.

11. EXCLUSIVE RIGHT. During any Subscription Term, Customer will not permit anyone other than CPUK to provide, maintain, service or operate any electric vehicle charging stations at the Customer's property associated with the Charging Service.

12. LICENCES; PERMITS. Customer agrees that it shall be solely responsible for and to the extent applicable obtain any and all necessary licences and/or permits including but not limited to regulatory site approvals, the make ready electrical work, installation and operation of the Charging Stations.

13. INJUNCTIVE RELIEF. The Parties recognize that the obligations under this Agreement are special, unique and of extraordinary character. The Parties acknowledge the difficulty in forecasting damages arising from the breach of any of the obligations or restrictive covenants and that the non-breaching Party may be irreparably harmed thereby. Therefore, the Parties agree that the non-breaching Party shall be entitled to elect to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity, including the recovery of damages from the non-breaching Party's agents or affiliates involved in such breach. In such action, the non-breaching party shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

14. REPRESENTATIONS & WARRANTIES.

14.1 CPUK represents and warrants to Customer that it has the appropriate legal authority to execute this Agreement, that it has all requisite licences and permits to perform pursuant to this Agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations or ordinances.

14.2 Customer represents and warrants to CPUK that it has the appropriate legal authority to execute this Agreement, that it has all requisite licences and permits to perform pursuant to this Agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations or ordinances.

15. ENVIRONMENTAL ATTRIBUTES. CPUK is the owner of the Charging Stations provided under this Agreement and retains any and all rights to claim environmental attributes associated with the use of the Charging Stations, including without limitation, carbon offset and other credits.

16. BINDING. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

17. GOVERNING LAW & JURISDICTION; ARBITRATION.

17.1. This Agreement shall be interpreted in accordance with and subject to the laws of England. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of abitrators shall be three. The seat of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.

17.2 Notwithstanding Section 18.1, for the purpose of seeking any injunctive relief pursuant to Section 14 of this Agreement, each of the Parties expressly consents and submits to the exclusive jurisdiction of the courts of England and Wales.

19. LIMITATIONS OF LIABILITY.

19.1 Nothing in this Agreement shall limit or exclude:

19.1.1 either party's liability for:

19.1.1.1. fraud or fraudulent misrepresentation; or

19.1.1.2. death or personal injury caused by its negligence; or

19.1.1.3. breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

19.1.1.4. any other liability which cannot be limited or excluded by applicable law;

19.1.2 the Customer's liability arising under and/or in connection with:

19.1.2.1 the indemnity given at Section 9.3 and at paragraph 2.3 of Exhibit 3;

19.1.2.2 any breach of Section 30 (Confidentiality);

19.1.2.3 the Customer's wilful default or wilful abandonment of this Agreement;

19.1.2.4 sums due in payment for the Charging Services.

19.2 Subject to Section 19.1, the Customer's total aggregate liability to CPUK (whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in each case arising under and/or in connection with this Agreement shall be limited to the greater of:

19.2.1. [two hundred percent (200%)] of the subscription fees paid by the Customer under this Agreement in the twelve (12) calendar months prior to the event giving rise to liability; and

19.2.2 a monetary value equal to 24 x the average monthly subscription fee payable by Customer in the first six months (or such shorter period if six months have not elapsed at the time the loss or damage accrued) of this Agreement.

19.3 Subject to Section 19.1, CPUK's total aggregate liability to the Customer (whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in each case arising under and/or in connection with this Agreement shall be limited to the lesser of:

19.3.1. [one hundred percent (100%)] of the subscription fees paid by Customer under this Agreement in the twelve (12) calendar months prior to the event giving rise to liability; and

19.3.2 a monetary value equal to 12 x the average monthly subscription fee payable by the Customer in the first six months (or such shorter period if six months have not elapsed at the time the loss or damage accrued) of this Agreement.

19.4 Subject to Section 19.1, CPUK shall not be liable under and/or in connection with this Agreement (whether in contract, tort (including negligence), statutory duty, or otherwise) for any: (a) indirect, consequential, or special loss and/or damage; or (b) any loss of goodwill or reputation; or (c) any loss of revenues, profits, contracts, business or anticipated sales, and in each case whether advised of the possibility of such loss or damage.

20. **NOTICES**. Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and mailed by certified mail, return receipt requested or sent recognized overnight courier service as follows:

If to CPUK:	**If to Customer:**
Notice of Site Readiness: ChargePoint Network (Netherlands) B.V. Attn: Customer Support Hoogoorddreef 56E 1101 BE Amsterdam The Netherlands Email: support.eu@chargepoint.com	If to Customer, to either (i) via electronic mail to the address indicated by Customer in Customer's ChargePoint account or (ii) the billing address and contact on file.
Non-Renewal and Termination notices:	

ChargePoint Network
(Netherlands) B.V.
Email: csam.eu@chargepoint.com

All other notices:
ChargePoint Network
(Netherlands) B.V.
Attn: Legal Department
Hoogoorddreef 56E
1101 BE Amsterdam
The Netherlands
With a copy to :
cplegal@chargepoint.com

Any notice given under this Agreement shall be deemed to have been received: (i) on the date of delivery if delivered by courier prior to 5:00 pm on a business day, otherwise on the next business day following the date of delivery; of (ii) on the second business day from and including the day of posting in the case of pre-paid first class post within the same country; or (iii) at the time of transmission in the case of email.

21. INSURANCE. At all times during the Subscription Term of this Agreement, the Parties shall keep and maintain commercially reasonable insurance with reputable insurer(s) in such amounts and covering as deemed appropriate by such Party in exercising reasonable judgement.

22. COMPLIANCE WITH CORPORATE AND SOCIAL RESPONSIBILITY LAWS. With regard to activities carried out in relation to this Agreement, CPUK shall, and shall procure that its personnel (including officers, employees, consultants, contract staff and other staff), Affiliates, contractors and personnel of their Affiliates, contractors and licensees shall, comply with applicable laws that concern bribery, slavery and discrimination (including in the Bribery Act 2010, the Modern Slavery Act 2015, the Equality Act 2010) and not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom.

23. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever, and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

24. FORCE MAJEURE. CPUK will not be liable to Customer if it is prevented, hindered, or delayed in or from performing any of its obligations under this Agreement (including for any failure to provide the Subscription Services) by an event of Force Majeure. For the purposes of this Section 24, "Force Majeure" means, without limitation, fire, explosion, war, riot, strike, walk-out, labour controversy, flood, shortage of water, power, labour, transportation facilities or necessary materials or supplies, default or failure of carrier, breakdown in or the loss of production or anticipated production from plant or equipment, act of God or public enemy, any law, act or order of any court, board, government or other authority of competent jurisdiction, or any other cause (whether or not of the same character aas the foregoing) beyond the reasonable control of CPUK. If

the event of Force Majeure prevents, hinders, or delays CPUK's performance of its obligations for a continuous period of more than 30 days CPUK may terminate this Agreement on giving notice with immediate effect.

25. EXHIBITS. All exhibits attached to this Agreement and referred to herein are hereby incorporated by reference as if fully set forth herein. Any exhibit not annexed hereto may be attached subsequent to the Effective Date hereof and which shall thereafter be incorporated by reference herein.

26. NO THIRD-PARTY RIGHTS. The Contracts (Rights of Third Parties) Act 1999 shall not apply in relation to this Agreement or any agreement, arrangement, understanding, liability or obligation arising under or in connection with this Agreement and nothing in this Agreement shall confer on any third party the right to enforce any provision of this Agreement.

27. HEADINGS. The headings in this Agreement are used for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

28. FINAL AGREEMENT.

28.1 This Agreement (including the attached Exhibits) constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporous negotiations, understandings and agreements between the parties, whether written or oral. All purchase order issue by Customer shall be subject to this Agreement. To the extent of any conflict or inconsistency between this Agreement and any purchase order or such document issued by Customer for the Charging Service, the terms and conditions of this Agreement shall prevail. CPUK may, from time to time, make revisions to or amend the terms of the Agreement ("Revisions"). Revisions will be effective immediately except that material Revisions will be effective thirty (30) days after posting or notice to Customer of the Revisions unless otherwise stated. CPUK may require that Customer accepts the Revisions in order to continue to use the Charging Service. If Customer does not agree to the Revisions, then Customer should discontinue the use of the Charging Service. Except as expressly permitted in Section 28 this Agreement may be amended, supplemented or changed only by an agreement in writing signed by authorized representatives of both of the parties.

28.2 Save as expressly provided in this Agreement or in the relevant terms applicable, to the extent permitted by applicable law, there are no warranties (express or implied), conditions, representations, or undertakings made by CPUK, including, without limitation, any implied warranties or conditions of satisfactory quality, fitness for a particular purpose, or non-infringement, or arising by course of dealing or performance, or by custom or usage in the trade, all of which are hereby expressly excluded.

28.3 Each party acknowledges that in entering this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation (other than fraudulent misrepresentation), assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Other than in respect of any fraudulent misrepresentation, the parties agree that damages shall be the only remedy in respect of any misrepresentation.

29. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

30. **CONFIDENTIALITY.**

30.1 Customer acknowledges that all terms and conditions of this Agreement (the "Confidential Information") shall be deemed confidential and may not be disclosed to third-parties. Customer recognizes that CPUK has legitimate business interests in protecting the Confidential Information, and as a consequence, Customer expressly agrees to the restrictions contained in this Agreement because they further CPUK's legitimate business interests. The provisions of this Section 30.1 shall survive the expiration or other termination of this Agreement.

30.2 Notwithstanding anything in this Agreement to the contrary, Customer may disclose Confidential Information: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of Customer; (iv) in confidence, to accountants, banks and financing sources, and its advisors (who are bound by terms of confidentiality at least as strict as those set forth in this Agreement); (v) in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction; provided, however, that if Customer is required to disclose pursuant to clause (i) or (ii), Customer shall provide prompt prior notice thereof, if possible, to CPUK to enable CPUK at its sole cost to seek a protective order or otherwise prevent or restrict such disclosure.

31. **ASSIGNMENT.** This Agreement may be assigned or transferred by Customer subject to the prior written consent of CPUK. Such consent shall not be withheld unreasonably. Notwithstanding the foregoing, Customer may assign or transfer this Agreement in connection with the sale of substantially all of its assets, a transfer to an affiliate, a merger, an acquisition, or any other similar transaction; provided that the assignee agrees to be bound by the terms of this Agreement.

32. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts (including, electronic, facsimile or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

EXHIBIT 1: SITE READINESS NOTIFICATION

This Certificate is required to ensure the site selected by You, our Customer, or the contractor you've selected to perform the site preparation work, has been prepared as specified prior to your electric vehicle station installation. **Please note: It is critical that you and/or your site preparation contractor are aware of the scope and site preparation requirements prior to your submission of this notification, failure to meet requirements will result in a GBP 300 re-dispatch fee.**

I, _____, hereby certify that the following scope of work below has been completed. **I understand that if upon the arrival of the station installer, the site preparation is not accessible, complete or done to the specifications required to install the ChargePoint station(s), ChargePoint will invoice me GBP 300.00 for a re-dispatch fee.** Detailed data sheets and install guides describing the site readiness specifications can be found at: www.chargepoint.com/support-guides

Scope of Work:

All necessary electrical infrastructures have been completed per local codes and ChargePoint Specifications. **(Please provide picture of the open Electrical Panel)** _____ Initials

If stations are to be pedestals all 2' x 2' x 2' concrete pad(s) have been poured and anchor bolts are installed per ChargePoint specifications. **(Please provide picture of the concrete pad(s) showing anchor bolts, conduit and wire)** _____ Initials

If stations are going to be wall mounted all conduit and wire has been run to the station location(s). _____ Initials

The cellular network at the location of the concrete pad or wall mount location as described above has been tested to be within cellular signal strength of -90dbm. _____ Initials

You have tested and verified that there is 30A of current for each dedicated circuit running to the station locations. _____ Initials

New 40 Amp breakers are in place. _____ Initials

Please submit this completed notification to: support.eu@chargepoint.com

Company Name:

By:

Name:

Title:

Date:

EXHIBIT 2: FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Customer may charge Users fees for the use of Customer's Charging Stations. In order to charge such fees, Customer must subscribe to a Service Plan that includes CPUK'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 3: TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 *"Rights Grantor"* means Customer.

1.2 *"Rights Grantee"* means a any person to whom Customer has granted Rights. For purposes of this Agreement, a Customer shall be deemed to have granted Rights to the entity assisting Customer with creating its account and initiating Customer's access to Services.

2. TERMS. This Section governs Customer's granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Customer. Customer may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter by terminated with respect to such Rights Grantee. In no event may Customer grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORISED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Customer shall be subject to the terms and conditions of the Agreement (including without limitation Customer's indemnification obligation pursuant to Section 9 thereof). Customer shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Customer directly.

2.3 NO AGREEMENT. Customer acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPUK does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPUK expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPUK from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPUK, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable legal fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.