

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (“SUBSCRIBER”) AND THE APPLICABLE CHARGEPOINT ENTITY OR ENTITIES (“CHARGEPOINT”) WHICH CAN BE FOUND IN SECTION 11.4 BELOW. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber’s Charging Station(s), on the ChargePoint Cloud;
- (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
- (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the ChargePoint [Privacy Policy](#), as amended from time to time, as well as a Joint Controller Agreement that may be found using the following links:

- <https://www.chargepoint.com/en-gb/legal/jca/> (English)
- <https://www.chargepoint.com/fr-fr/legal/jca/> (French)
- <https://www.chargepoint.com/de-de/legal/jca/> (German)
- <https://www.chargepoint.com/nl-nl/legal/jca/> (Dutch)

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

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 “Activation” means the Subscriber’s registration of the Charging Station in the ChargePoint Cloud.

2.2 “*Affiliate*” means any entity which directly or indirectly controls, is controlled by, or is under common control with the *subject* entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.3 “*APIs*” means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by ChargePoint.

2.4 “*ChargePoint Connections*” is where Subscriber requires a “connection”, typically accessed by entering a code, for its Users to utilize the Charging Station or to participate in special deals or discounts.

2.5 “*ChargePoint Cloud*” means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by ChargePoint in order to provide various services to, among others, Subscriber and its employees.

2.6 “*ChargePoint Services*” means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by ChargePoint.

2.7 “*ChargePoint Application*” means any of the applications established and maintained by ChargePoint which will allow Subscriber to access ChargePoint Services.

2.8 “*Charging Station*” means the electric vehicle charging station(s) which are registered and activated on the ChargePoint Cloud.

2.9 “*Content*” means all data collected or maintained by ChargePoint in connection with the operation of ChargePoint.

2.10 “*ChargePoint Marks*” means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or ChargePoint manufactured Charging Stations, including without limitation, ChargePoint.

2.11 “*ChargePoint Property*” means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by ChargePoint in connection with the operation of ChargePoint and ChargePoint Services, (iv) the ChargePoint Marks, (v) the ChargePoint Cards, and (vi) all other ChargePoint-supplied material developed or provided by ChargePoint for Subscriber use in connection with the ChargePoint Services.

2.12 “*Documentation*” means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by ChargePoint to Subscriber in any manner (including on-line).

2.13 “*Effective Date*” means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber’s first use of the ChargePoint Services.

2.14 “*Intellectual Property Rights*” means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.15 “*Malicious Code*” means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.16 “*Party*” means each of ChargePoint and Subscriber.

2.17 “*PII*” has the meaning of Art. 4.1 GDPR.

2.18 *“Provisioning”* means the initial connection of the Charging Stations with the ChargePoint Cloud.

2.19 *“Rights”* means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor’s Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber’s account and Provisioning Subscriber’s Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.20 *“Cloud Plan(s)”* means subscription plans to the ChargePoint Services which are offered and sold by ChargePoint from time to time, which vary according to their features, privileges and pricing. Each Cloud Plan may be referred to as a “Subscription”..

2.21 *“Subscriber Content and Services”* means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and ChargePoint Property.

2.22 *“Subscriber Marks”* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.23 *“Subscription Fees”* means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.24 *“Taxes”* shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.25 *“User”* means any person using a Charging Station for the purpose of charging an electric vehicle.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the ChargePoint website. ChargePoint may make other ChargePoint Services and/or Cloud Plans available from time to time and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time. This may include software updates to Subscriber’s Charging Stations (“Firmware”). Subscriber consents to such Firmware updates to be remotely installed by ChargePoint on Subscriber’s Charging Stations. Firmware updates are required from time to time to ensure the seamless interaction between the ChargePoint Services and the Charging Stations. Subscription Fees are based on Subscriber’s choice of Cloud Plan and not on actual usage of the Subscription.

4. CHARGEPOINT’S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. ChargePoint shall be responsible for: operating, maintaining, administering and supporting (i) the ChargePoint Cloud and related infrastructure (other than Subscriber’s Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) the ChargePoint Applications. ChargePoint will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the ChargePoint Privacy Policy and acknowledges that it is responsible for the security of “cardholder data” (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that ChargePoint possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber’s cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. ChargePoint 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 Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by ChargePoint of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

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

(b) Unless otherwise agreed in writing, Subscriber shall be solely responsible for: (i) Provisioning and Activation of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing ChargePoint of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to ChargePoint that: (i) Charging Stations and any other electrical vehicle charging products which are activated on the ChargePoint Network have been installed with the proper authority; (ii) the electrical usage to be consumed by Subscriber'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 Subscriber is a party;

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by ChargePoint to obtain ChargePoint-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with ChargePoint on the ChargePoint web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(c) create derivative works based on any ChargePoint Property;

(d) remove, conceal or cover the ChargePoint Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

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

(f) access ChargePoint, any ChargePoint Application or the ChargePoint Services for any competitive purpose, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(g) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; and (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by ChargePoint. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by this Agreement and in accordance with the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of ChargePoint's invoice. Invoicing shall be in electronic format, to the extent permitted by law. All payments shall be made in Euros or if agreed otherwise, in Subscriber's currency by electronic funds transfer or other means approved by ChargePoint. Customer may not offset any amounts due to ChargePoint hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a €40 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 the total of i) the reference rate of the European central bank (or the reference rate of the national central bank for

Member States whose currency is not EUR) and ii) at least 8 percentage points. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that ChargePoint shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CHARGEPOINT PROPERTY. As between ChargePoint and Subscriber, ChargePoint retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the ChargePoint Property and any improvements thereto. No rights are granted to Subscriber in the ChargePoint Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between ChargePoint and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to ChargePoint in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. ChargePoint hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the ChargePoint 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 Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CHARGEPOINT. Subscriber hereby grants to ChargePoint a non-assignable, non-transferable, and non-exclusive license to use the Subscriber 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 ChargePoint to provide the ChargePoint Services. ChargePoint may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services without the prior written consent of Subscriber. The foregoing license includes a perpetual and irrevocable right of ChargePoint to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling ChargePoint to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. ChargePoint shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CHARGEPOINT MARKS.

(a) USE LIMITATIONS. Subscriber shall display the ChargePoint Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Cloud Plan. Unless receiving ChargePoint's prior written consent, Subscriber shall not use any of the ChargePoint Marks for or with any products other than its Charging Stations. All use by Subscriber of ChargePoint's Marks (including any goodwill associated therewith) will inure to the benefit of ChargePoint.

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

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

(ii) in any manner that (x) implies a relationship or affiliation with ChargePoint other than as described under the Agreement, (y) implies any sponsorship or endorsement by ChargePoint,

or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of ChargePoint or ChargePoint personnel;

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

(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 ChargePoint.

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

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

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. ChargePoint and the ChargePoint Services are provided “as is” and “as available” for Subscriber’s use, without warranties, representations or conditions of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title and noninfringement. Without limiting the foregoing, ChargePoint does not warrant that (a) subscriber’s use of the ChargePoint Services will be uninterrupted, timely, secure, free from error, or meet subscriber’s requirements; (b) all content and other information obtained by subscriber from or in connection with the ChargePoint Services will be accurate and reliable; (c) all defects in the operation or functionality of the ChargePoint Services will be corrected. All content obtained through the ChargePoint Services is obtained at subscriber’s own discretion and risk, and subscriber will be solely responsible for any damage to subscriber’s computer system or other device, loss of data, or any other damage or injury that results from the download or use of any such content.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will ChargePoint 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 whether arising out of the use of or inability to use the ChargePoint network, any ChargePoint Services, this agreement, a grant or receipt of rights or otherwise or based on any expressed, implied or claimed warranties by subscriber not specifically set forth in this agreement.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither ChargePoint nor Subscriber 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 ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with ChargePoint; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, 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.

8.4 LIMITATION OF LIABILITY. In each twelve (12) month period commencing on the Effective Date, ChargePoint’s aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to ChargePoint in the twelve (12) calendar months prior to the event giving rise to the liability. The preceding limitation shall not apply to any claim for personal injury or death arising from ChargePoint’s gross negligence, nor any claim for fraud or fraudulent misrepresentation.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired for use with a new Charging Station will commence ninety (90) days from the date the subscription plan is purchased. Upon expiration of the original term, this Agreement will renew automatically for successive term equal to the original term . The renewal is subject to potential increases (not to exceed 5% annually) and Subscriber’s right to terminate below. If, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing ChargePoint thirty (30) days’ written notice of cancellation and ChargePoint will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee.

9.3 TERMINATION BY CHARGEPOINT.

(a) This Agreement may be immediately terminated by ChargePoint : (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber’s receipt of written notice thereof; (ii) Subscriber becomes or proposes to become the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon ChargePoint ; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, ChargePoint may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber’s subscriptions to ChargePoint Services.

(b) ChargePoint may in its discretion suspend Subscriber’s continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by ChargePoint .

9.4 TERMINATION BY SUBSCRIBER. This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if ChargePoint 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) ChargePoint becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by ChargePoint pursuant to Section

9.3(a)(iii), ChargePoint shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due ChargePoint for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of ChargePoint, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold ChargePoint, 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 attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, the ChargePoint Cloud or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. ChargePoint reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. ChargePoint reserves the right to modify this Agreement from time to time. ChargePoint will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither ChargePoint nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to, strikes, lock outs, epidemics, accidents, war, fire, embargo, floods, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore), instructions or priority request of any governments agencies or an department or agencies thereof, civil or military authority, or acts of omissions of Subscriber. If a force majeure event occurs, the party claiming the force majeure will promptly give notice to the other party (stating with reasonable particularity the event of force majeure claimed) and use its commercially reasonable efforts to perform its obligations under this Agreement despite the force majeure event.

11.4 CHARGEPOINT CONTRACTING ENTITIES, GOVERNING LAW AND COURTS The ChargePoint entity or entities entering into this Agreement, the address to which Subscriber should direct notices under this Agreement, 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 jurisdiction over any such dispute or lawsuit, depend on where Subscriber is domiciled and are outlined below.

If Subscriber is domiciled in:	The ChargePoint entity entering into this Agreement is/are:	Governing laws are:	Courts with exclusive jurisdiction are:
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Any country in Europe, other than France, Germany or the United Kingdom.	ChargePoint Network Netherlands B.V. with trade registry number 66828147 and offices at Hoogoorddreef 56E, 1101 BE, Amsterdam, the Netherlands , VAT number NL856714392B01	The Netherlands	Amsterdam, the Netherlands
France	ChargePoint Network (France) SAS with trade registry no 843873464 (RCS PARIS), and offices at 12 Place Dauphine 75001 Paris, France, VAT number FR41843873464; as well as ChargePoint Network Netherlands B.V. for Flex Billing Services	France	Paris, France
Germany	ChargePoint Germany GmbH with trade registry number HRB 12334 (Amtsgericht München), and offices at Ganghoferstr. 68, 80639 München , VAT number DE313751750; as well as ChargePoint Network Netherlands B.V. for Flex Billing Services	Germany	Munich, Germany
United Kingdom	ChargePoint Network (UK) Ltd., with trade registry number 10789164 and offices at Bristows LLP, First Floor, 100 Victoria Embankment, London, UK, EC4Y 0DH; as well as ChargePoint Network Netherlands B.V. for Flex Billing Services	England	London, United Kingdom

11.5 PROVISIONS FOR SUBSCRIBERS DOMICILED IN GERMANY.

For Subscribers domiciled in Germany, Sections 8.1 to 8.5 are replaced with the following clauses:

(a) 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 willful 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.

(b) 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 (a) (ii) above). “Material contractual obligations” are such contractual obligations that, if breached, jeopardize the aim and purpose of the contract.

(c) 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 (a)(ii) above).

(d) Other than in cases that fall under (a) above, ChargePoint shall not be liable for indirect, consequential or special damages.

(e) Other than in cases that fall under (a) above and (other) cases where the damages result from culpably caused injuries to life, limb or health or a breach of a guarantee (as defined in (a)(ii) above), ChargePoint's aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to ChargePoint in the twelve (12) calendar months prior to the event giving rise to the liability.

(f) Any liability other or beyond the liability provided in (a) to (e) is excluded.

(g) Subscriber is responsible for ensuring the routine backup of its data. Irrespective of clause (e) through (e) above, if Subscriber suffers damages that result from the loss of data, ChargePoint shall in each case only be liable for such damages insofar as the damages could not have been avoided by Subscriber carrying out data backups of all relevant data in regular intervals according to good industry practice.

(h) 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.

11.6 NOTICES. Any noticed required or permitted by this Agreement shall be sent (a) if by ChargePoint, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to cplegal@chargepoint.com and/or via mail delivery to the respective address as per Article 11.4.

11.7 REGULATORY COMPLIANCE MECHANISMS. The use of certain ChargePoint Charging Stations may be eligible to generate clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances, renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively ("Regulatory Compliance Mechanisms"), used to comply with applicable federal, state, provincial, international or regional emissions, low-carbon fuel, and/or renewable fuel compliance programs. ChargePoint and Subscriber may be eligible to claim title to Regulatory Compliance Mechanisms, however, only one Party can claim title. Should Subscriber choose to claim regulatory title, assuming Subscriber may be eligible to do so, Subscriber must opt-in to the applicable program and fulfill all ongoing administrative and reporting obligations required of program participants, including recurring verification and/or auditing requirements. ChargePoint intends to claim title to applicable Regulatory Compliance Mechanisms, assuming ChargePoint may be eligible to do so; however, ChargePoint will not claim title to specific Regulatory Compliance Mechanisms that Subscriber has opted to claim. Subscriber agrees that it will provide ChargePoint with written notice of its intent to claim specific Regulatory Compliance Mechanisms within ten (10) days of the Effective Date. If Subscriber does not currently intend to claim regulatory title, but desires to do so at any time in the future, Subscriber may, by providing written notice to ChargePoint, elect to claim title to Regulatory Compliance Mechanisms resulting from the use of ChargePoint Charging Stations thirty (30) days or more after the date of such notice. Subscriber represents and warrants to ChargePoint that, in the absence of providing written notice, Subscriber will not claim any Regulatory Compliance Mechanisms and hereby designates that right to ChargePoint. All notices shall be provided by email to ChargePoint at lcfnotification@chargepoint.com

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, ChargePoint is entitled to seek other relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. ChargePoint, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, ChargePoint shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by ChargePoint and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. ChargePoint has no control over any web sites or resources that are provided by companies or persons other than ChargePoint. Subscriber acknowledges and agrees that ChargePoint is not responsible for the availability of any such web sites or resources, ChargePoint does not endorse any advertising, products or other materials on or available from such web sites or resources, and ChargePoint is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.14 .

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. This Exhibit also sets forth Flex Billing Terms describing ChargePoint’s obligations with respect to the billing and collection of such User fees, including, without limitation the billing and collection of applicable value added taxes (“VAT”) imposed on such User fees. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes ChargePoint’s management, collection and/or processing services related to such fees (“Flex Billing”).

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

1.1 “ChargePoint Fees” means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. ChargePoint Fees are charged by ChargePoint in exchange for its collection and processing of Session Fees on behalf of Subscriber. 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 ChargePoint Fees.

1.2 “Net Session Fees” means the total amount of Session Fees collected on behalf of the Subscriber by ChargePoint, less ChargePoint Fees.

1.3 “Session” or “Charging Session” means the period of time during which a User uses 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 “Session Fees” means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes, but excluding VAT.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees 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, and ChargePoint will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for ChargePoint collecting Session Fees, the Subscriber hereby authorizes ChargePoint to deduct the ChargePoint Fees from all Session Fees collected.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. ChargePoint shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than and fifty (50) Euros (or the amount in the prevailing currency, based on Subscribers’s domicile to the extent included in the table below), except in connection with the expiration or termination of this Agreement.

Country	Currency Amount
Denmark	DKK 500
Norway	NOK 500
Sweden	SEK 500
Switzerland	CHF 50
UK	GBP 50

In no event shall ChargePoint remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar year.

3. TAXES. Except as required by law Subscriber is responsible for the payment of all Taxes incurred in connection with the Session Fees; provided that ChargePoint is solely responsible for all Taxes assessable based on ChargePoint’s income, property and employees.

3.1 COLLECTION, REMITTANCE, INVOICING AND VAT TREATMENT. . In respect to providing the charging services ,ChargePoint will act in its own name. Invoices issued by ChargePoint may be in electronic format and shall include ChargePoint’s VAT identification number.

For purposes of clarity ChargePoint will:

- have sole authority to determine the VAT rates applicable on its transactions with Users;
- collect such applicable VAT from Users in addition to the Session Fees;
- remit such VAT to the relevant tax authorities.

EXHIBIT 2
API TERMS

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

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

1.1 “API Implementation” means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

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

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

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

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

2.2 USE AND DISPLAY OF CONTENT. Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

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

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

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

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber’s API Implementation if

Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

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

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

2.3 REQUIRED INFORMATION. Subscriber must:

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

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

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

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

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

3. CHARGEPOINT BRANDING REQUIREMENTS AND RESTRICTIONS.

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

3.2 RESTRICTIONS. Subscriber shall not:

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

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

EXHIBIT 3
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 Subscriber.

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

2. TERMS. This Section governs Subscriber’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 Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber 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 Subscriber directly.

2.3 NO AGREEMENT. Subscriber 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. ChargePoint 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. ChargePoint expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases ChargePoint from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold ChargePoint, 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 attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.