

CHARGEPOINT

CLOUD SUBSCRIPTION TERMS AND CONDITIONS

These Cloud subscription terms and conditions ("Cloud Terms") are the legal agreement between you or the corporation, partnership or other legal entity you represent ("Subscriber") and the applicable ChargePoint entity or entities which can be found in section 13.4 (individually or collectively referred to as "ChargePoint").

IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE CLOUD TERMS, THEN YOU SHALL NOT USE
NOR ACCESS ANY OF THE CHARGEPOINT'S CLOUD SERVICES.

SUBSCRIBER'S USE OR ANY ACCESS OF CHARGEPOINT'S CLOUD SERVICES IS EXPRESSLY
CONDITIONED ON SUBSCRIBER'S FULL ACCEPTANCE OF TERMS AND CONDITIONS STATED OR
REFERENCED IN THE CLOUD TERMS.

These Cloud Terms replace any existing terms and conditions previously agreed between the Parties regarding the provision of Cloud Services. Any conflicting or inconsistent terms and conditions provided by the Subscriber do not apply and notice of objection to them is hereby given. This is the case even if they are referred to or printed on any Subscriber purchase order form or other document issued in connection with a ChargePoint quotation, or otherwise issued in connection with any use, access or provision of the Cloud Services.

Subscriber and ChargePoint are each referred to as a "Party" and jointly as the "Parties".

1 Definitions

- 1.1. Agreement: means the Cloud Terms and the applicable Annex(es).
- 1.2. ChargePoint Data: means all data (a) separately or independently collected by ChargePoint; and/or (b) generated in connection with the operation of the Cloud Services. ChargePoint Data does not include Subscriber Data.
- 1.3. ChargePoint Network: means the open-platform network that is operated and maintained by ChargePoint for providing Cloud Services.
- 1.4. ChargePoint Marks: means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with the Cloud Services, ChargePoint Network, and/or any Hardware, including without limitation, "ChargePoint".
- 1.5. ChargePoint Property: means (i) the ChargePoint Network, (ii) the Cloud Services, (iii) the ChargePoint Data (iv) the ChargePoint Marks, (v) any RFID card provided for access to the ChargePoint Network, and (vi) the Documentation.
- 1.6. Charging Services: mean the part the Cloud Services which consist of providing electricity and associated charging and billing services such as Flex Billing, Public Charging and home reimbursement services.
- 1.7. Cloud Services: means individually or collectively, as the case may be, the ChargePoint cloud and software services offered via the internet (including, without limitation, ChargePoint Data, application program interfaces ("API's") and applications, communication and storage services) and made available for subscription by ChargePoint.
- 1.8. Documentation: means the documentation for Cloud Services, and if applicable, for Hardware, including its usage guides and policies, as updated from time to time, accessible via chargepoint.com or login to the applicable Cloud Service.
- 1.9. Effective Date: means the earlier of (a) the date that Subscriber accepts the Cloud Terms electronically or in writing, or (b) the date of Subscriber's first use or access of the Cloud Services.
- 1.10. Hardware: means electric vehicle charging stations („Charging Station“) and/or any hardware devices supplied (directly or indirectly) by ChargePoint or a third party for use with the Cloud Services
- 1.11. User: means any person benefiting from the Cloud Services or using the Hardware for which the Cloud Services are provided.
- 1.12. Subscriber Data: means all data provided by Subscriber to ChargePoint as part of Subscriber's use of the Cloud Services. Subscriber Data does not include ChargePoint Data.
- 1.13. Subscription or Subscriptions: means one or more subscriptions for a Cloud Service offered by ChargePoint and purchased by Subscriber through a quote issued by ChargePoint (or a ChargePoint authorized partner) or ChargePoint authorized online purchasing portal.
- 1.14. Subscription Fees: means the fees payable by Subscriber for subscribing to any Cloud Services.

1.15. Taxes: means all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use or energy taxes, service taxes, 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 Applicability

2.2 These Cloud Terms shall apply to all offers made by ChargePoint for the provision of Cloud Services and to the use of any Cloud Services by Subscriber or Subscriber's Service Providers (defined below).

2.3 These Cloud Terms contain the general conditions for the Cloud Services offered by ChargePoint. Depending on specific Cloud Services subscribed to, the following special subscription terms also apply (each referred to as "Special Subscription Terms" or as "Annex") and together with these Cloud Terms form inseparable part of the Agreement between ChargePoint and Subscriber:

ANNEX A: ChargePoint subscription: Special Subscription Terms for ChargePoint Cloud Services.

ANNEX B: be.ENERGISED subscription: Special Subscription Terms for be.ENERGISED Cloud Services.

ANNEX C: Fleet subscription: Special Subscription Terms for Fleet Cloud Services.

2.4 In the event of any conflict between any specific Cloud Terms and the specific terms in any Annex, the specific terms in such Annex will prevail for the purpose of the Subscription for the Cloud Service provided under such Annex. In the event of any conflict between any of the Annexes, the specific terms in any such Annex will prevail for the purpose of the Subscription provided under such relevant Annex.

3 Provision of Cloud Services

3.1 ChargePoint provides the Cloud Services to Subscriber remotely or via internet or via another network as a Software-as-a-Service (SaaS). ChargePoint is responsible for operating, maintaining, administering and supporting the Cloud Services and related infrastructure (excluding Subscriber's hardware and the infrastructure, e.g., the wireless and/or cellular infrastructure provided by wireless carriers or internet service providers or utility infrastructure provided by utility operators) for transmitting data from Hardware to ChargePoint.

3.2 ChargePoint may make available other services from time to time and may amend the features or benefits offered with respect to any Cloud Service at any time, provided the functionality of the Cloud Services as set forth in the applicable Documentation will not be materially reduced as a result of such other services and/or amendments.

4 Use and use restrictions of the Cloud Services

4.1 Subscriber shall only access and use the Cloud Services for its own business purposes. In no event shall Subscriber use or access the Cloud Services on behalf of any third party or grant any third party access or authorize to use any Cloud Services except as set forth below in section 4.2. All use of the Cloud Services or ChargePoint Network by Subscriber, its employees and its Service Providers shall comply with the terms and conditions of the Agreement.

4.2 Subject to the terms and conditions of the Agreement, Subscriber may grant access and authorize use of the Cloud Services to a third party for the limited purpose of such third party performing services for or on behalf of Subscriber (e.g., managed service providers) ("Service Providers"); provided, however, that Subscriber shall be responsible for any act, fault or omission on the part of any such Service Provider. Non-compliance by a Service Provider with the Agreement shall be regarded as non-compliance by Subscriber itself. Subscriber is responsible for account details, passwords, keys, etc. that are granted to Subscriber solely for Subscriber's own use (and the use of Subscriber permitted and authorized Service Providers), and Subscriber shall keep all such items secure and confidential. ChargePoint will have no obligation or liability of any kind to any Service Provider nor to Subscriber

4.3 Subscriber shall be solely responsible for all the following :

- a) site preparation, installation, and activation of any Hardware;
- b) any unauthorized access to or use of the Cloud Services via Subscriber's Hardware, services account(s) or other equipment. Subscriber shall immediately notify ChargePoint upon becoming aware of any such unauthorized use.
- c) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date;
- d) to the extent applicable, updating on the Cloud Services, within five (5) business days, the location to which any of Subscriber's Hardware is moved;
- e) the maintenance, service, repair and/or replacement of Subscriber's Hardware, including: (i) monitoring the physical condition and security of its Hardware based on the risk and circumstances of such

Hardware (e.g., evidence of tampering); (ii) informing ChargePoint of the existence of any Hardware that are non-operational and not intended to be replaced or repaired by Subscriber or that show any evidence of tampering; and

f) that the electrical usage to be consumed by Subscriber's Hardware will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase, supply or other agreement including, without limitation, any lease, to which Subscriber is a party.

g) the routine backup of its data according to good industry practice.

4.4 Subscriber shall not access the Cloud 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";

4.5 Subscriber warrants to not provide Charging Services to itself, or any directly indirectly affiliated individual or 3rd party for the purpose of benefiting from an arbitrage between prices for Charging Services received from ChargePoint and paid to a 3rd party provider of eMSP services.

5 Payment Terms

5.1 Subscriber shall pay all Subscription Fees within thirty (30) days from the date of invoice. Invoicing shall be in electronic format, to the extent permitted by law. All payments shall be made in the currency of the quotation Fees payable to ChargePoint and do not include any Taxes. Subscriber is responsible for any Taxes, and confirms payment of any applicable energy or use taxes.

5.2 Subscriber shall make all payments due to ChargePoint without discount, offsetting or suspension of Subscriber's obligations.

5.3 Any objections to invoices or applicable self-billing invoices must be raised by Subscriber in writing within four (4) weeks from receipt, otherwise Subscriber waives its right to make any claims whatsoever arising from the relevant invoice or credit note.

5.4 Subscription Fees which are due on a recurring basis are subject to adjustments, provided ChargePoint has provided written notice at least three (3) months of any adjustment taking effect.

5.5 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 the Agreement, (b) suspend the use by Subscriber of the Cloud Services until such amounts are paid in full, and/or (c) condition future Cloud Services 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.

6 Personal Data

The processing of personal data as part of Subscriber Data or ChargePoint Data is subject to the ChargePoint Privacy Policy - https://eu.chargepoint.com/privacy_policy?instance=EU - as amended from time to time. The applicable data protection terms relating to the Agreement are included in the applicable Annex for Special Subscription Terms

7 Intellectual Property Rights

7.1 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 retains and reserves all right, title and interest (including all related intellectual property rights) in and to (i) all Subscriber (trade)marks and (ii) all Subscriber Data (collectively, the "Subscriber Property").

7.3 ChargePoint grants Subscriber a royalty-free, non-assignable, non-transferable, non-sublicensable 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 Cloud Services as permitted herein.

7.4 The ChargePoint Network (including but not limited to Hardware data and status) is provided for planning purposes only. In addition, certain Hardware-related data, including but not limited to use restrictions, is set by the Subscriber and is not verified by ChargePoint. Certain parts of the ChargePoint Data may be provided under license from third parties and subject to additional restrictions set forth in the Documentation.

7.5 Subscriber grants ChargePoint a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement to the extent necessary for ChargePoint to provide the Cloud Services. If Subscriber provides any feedback related to the Cloud Services, ChargePoint may freely use the feedback provided without restrictions or obligations to Subscriber.

7.6 Additional terms regarding the ChargePoint Marks:

Subscriber shall not use or permit use, by an act or omission, any ChargePoint Marks (or any likeness of a ChargePoint Mark) in any manner that degrades, disparages or reflects adversely on ChargePoint or its business or reputation or that would be detrimental to any of the ChargePoint Marks or their associated goodwill. Subscriber shall not use or display any ChargePoint Marks (or any likeness thereof) on any applicable Hardware (i.e., charging station), after ten (10) days' written notice from ChargePoint, that continues to malfunction or is otherwise improperly maintained in a manner that ChargePoint reasonably determines reflects poorly on ChargePoint or is likely to cause harm to ChargePoint's brand, reputation or business. If any such Hardware continues to malfunction or is otherwise improperly maintained as such, in addition to any other remedies available to it under this Agreement or under applicable law, ChargePoint shall have the right to have such Hardware not discoverable or visible by the general public, including but not limited to ChargePoint account holders, on any interface (e.g., mobile application) that accesses the ChargePoint Network. If at any time Subscriber fails to comply with any of the prohibitions set forth in section 7.6 or any restrictions set forth in section 4, ChargePoint shall have the right, in addition to any other remedies available to it under this Agreement or under applicable law, upon five (5) days' written notice to Subscriber, to itself or through a third-party representative, without notice to or additional permission from Subscriber, enter Subscriber's premises for the purpose of removing or covering any or all ChargePoint Marks, which may include covering such Hardware of Subscriber.

Subscriber shall not register 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 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.

Upon termination of this Agreement, both Parties will discontinue all use and display of all Marks of the other Party.

7.7 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 Cloud Services.

8 Warranties for Cloud Services

8.1 ChargePoint warrants that the Cloud Services will perform in accordance with the Documentation and that it will use commercially reasonable efforts to make the Cloud Services available to Subscriber 24 hours a day, 7 days a week, except for scheduled downtime or any unavailability caused by circumstances beyond ChargePoint's control. Subscriber's exclusive remedies are those described in the section 11 below.

8.2 Except as expressly provided in section 8.1 above, ChargePoint does not make any warranty of any kind, whether express, implied, statutory or otherwise, and ChargePoint specifically disclaims all implied warranties, including any implied warranty of merchantability or satisfactory quality, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. In no event does ChargePoint warrant that the cloud services provided in connection with this agreement will be error-free or uninterrupted.

9 Limitation of liability

9.1 Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will ChargePoint be liable for any 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, or any Cloud Services. If applicable law does not allow the limitation or exclusion of consequential or incidental damages set forth in this section, ChargePoint's liability in such cases shall be limited to the maximum extent permitted by such applicable law.

9.2 Neither ChargePoint nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by:

- a) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause;
- b) interruptions attributable to unauthorized ChargePoint Network intrusions; or
- c) interruptions in services provided by any cellular or Internet service provider.

9.3 Except for any claim for gross negligence, wilful misconduct, violation of a party's intellectual property rights or for personal injury or death, ChargePoint's cumulative aggregate liability under this Agreement shall (i) be limited to direct damages suffered by the other Party and (ii) not exceed the aggregate Subscription Fees paid by Subscriber to ChargePoint in the twelve (12) calendar months prior to the event giving rise to the liability.

10 Indemnification

10.1 ChargePoint Indemnity. Subject to section 9 above, ChargePoint hereby agrees to defend Subscriber against any claim, demand, suit or proceeding ("Claim") made or brought against Subscriber by a third party

alleging that Subscriber's use of the Cloud Services in accordance with these Cloud Terms infringes or misappropriates such third party's intellectual property rights, and will indemnify Subscriber from any damages, attorney fees, and costs finally awarded to such third parties as a result of such Claim made in accordance with the terms of section 10.3. The foregoing obligations under this section 10.1 do not apply to any Claim that is based on or arises from Subscriber Data or Subscriber's breach of these Cloud Terms.

10.2 Subscriber Indemnity. Subscriber hereby agrees to defend ChargePoint, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers ("ChargePoint Indemnitees") against any Claims made or brought against ChargePoint Indemnitees by a third party resulting from or arising out of (i) Subscriber's actual or alleged use of the Cloud Services in breach of these Cloud Terms, or (ii) use of Subscriber Property in accordance with the Cloud Terms, and insofar as these Claims have not been culpably caused by ChargePoint, will indemnify the ChargePoint Indemnitees from any damages, attorney fees, and costs finally awarded to such third parties as a result of such Claim made in accordance with the terms of section 10.3.

10.3 Indemnification Procedures. Any claim for indemnification hereunder requires that the indemnified party promptly give the indemnifying party (i) written notice of the Claim, provided that a failure to provide such notice shall only relieve the indemnifying party of its indemnity obligations to the extent the indemnifying party is materially prejudiced by such failure; (ii) sole control of the defense and settlement of the Claim, provided that the indemnified party may participate in the defense of the Claim with counsel of its choosing at its own expense and further provided that the indemnified party shall not be responsible for any settlement that it does not approve in writing, such approval not to be unreasonably withheld or delayed and (iii) all reasonable assistance, at indemnifying party's expense.

11 Term and Termination

11.1 These Cloud Terms shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Subscriptions, unless terminated earlier as provided herein.

11.2 This Agreement or any Subscription covered by the applicable Annex(s) may be terminated by either Party as follows:

a) Either Party may terminate this Agreement, including any Subscriptions hereunder, where the other Party is in material breach of its obligations under these Cloud Terms and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of receipt of written notice thereof. ;

b) Subscription: Either party may terminate any Subscription(s) where the other Party is in material breach of its obligations under the applicable Annex for such Subscription(s) and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of receipt of written notice thereof, Unless otherwise provided herein, termination of any Subscription under the applicable Annex will not, by itself, result in termination of this Agreement or any other Subscriptions.

11.3 This Agreement, including any Subscriptions hereunder, may be immediately terminated by either Party, if the other Party:

a) to the maximum extent permitted by the applicable law, is in a situation where it is reasonably likely to become unable to pay its debts as they become due, 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;;

b) upon the determination by any regulatory body that the subject matter is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon ChargePoint. that prevents ChargePoint from providing the Cloud Services.

c) as otherwise explicitly provided in this Agreement.

11.4 ChargePoint may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its Subscription. In such case, this Agreement shall terminate upon the expiration of all of Subscriber's Subscriptions.

11.5 ChargePoint may in its discretion suspend Subscriber's continuing access to the Cloud Services or any portion thereof if providing the Cloud Services to Subscriber could create a security or data protection risk or material technical burden as reasonably determined by ChargePoint, insofar as these conditions have not been culpably caused by ChargePoint.

11.6 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 the Agreement.

12 Confidentiality

12.1 "Confidential Information" means any proprietary information disclosed at any time by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or otherwise obtained by the Receiving Party, either

directly or indirectly, in writing, orally or by inspection of tangible objects, including any information relating to the business or operations of the Disclosing Party. The Parties agree that all terms and conditions of the Agreement shall be deemed Confidential Information and may not be disclosed to third parties. The provisions of this section 12.1 shall survive the expiration or other termination of this Agreement.

12.2 Notwithstanding anything in this Agreement to the contrary, the Receiving Party 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 Receiving Party; (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 performance 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 the Receiving Party is required to disclose pursuant to clause (i) or (ii), the Receiving Party shall provide prompt prior notice thereof, if possible, to Disclosing Party to enable it at its sole cost to seek a protective order or otherwise prevent or restrict such disclosure.

13 Miscellaneous

13.1 Amendment or Modification. Subject to section 3.2, ChargePoint may, from time to time, make revisions to or amend these terms ("Revisions"). Revisions will be effective immediately except that material Revisions will be effective thirty (30) days after notice to Subscriber of the Revisions unless otherwise stated in that notice. ChargePoint may require that Subscriber accept the Revisions in order to continue to use the Cloud Services. If Subscriber does not agree to the Revisions, then Subscriber should discontinue the use of the Cloud Services. Except as expressly permitted in this section, the Agreement may be amended only by a written agreement signed by authorized representatives of the Parties.

13.2 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.

13.3 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. If a situation of force majeure lasts for longer than three months, both Parties shall be entitled to terminate the Agreement without liability.

13.4 ChargePoint contracting entities, Governing law and Courts. The ChargePoint entity or entities entering into the Agreement, the address to which Subscriber should direct notices under the Agreement, the laws that will apply to any dispute or lawsuit arising out of or in connection with the Agreement (excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law), and the courts that shall have exclusive jurisdiction over any such dispute or lawsuit, depend on where Subscriber is domiciled and are outlined below.

13.4.1

If Subscriber is domiciled in:	The ChargePoint entity entering into this Agreement is /are:	Governing laws are:	Courts with exclusive jurisdiction are located in:
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;	France	Paris, France
Germany	ChargePoint Germany GmbH with trade registry number HRB 265326 (Amtsgericht München), and offices at	Germany	Munich, Germany

	Atelierstr. 12, 81671 München, VAT number DE313751750;		
Italy	ChargePoint Italy S.r.l, with offices at Largo Guido Donegani 2, 20121, Milano, Italy, VAT number 12462570966	Italy	Milano, Italy
Spain	ChargePoint Spain, S.L., with offices at C/Juan de Mena 10, Madrid 28014, Spain	Spain	Madrid, Spain
United Kingdom	2 Waterside Drive, Arlington Business Park, Theale, Reading, England, RG7 4SW	England	Courts of England and Wales

13.4.2 Section 13.4.1 shall not apply to Charging Services. ChargePoint Network Netherlands B.V. with the address stated in 13.4.1 shall be the contractual partner for any Charging Services provided by ChargePoint.

13.4.3 In deviation to Sections 13.4.1 and 13.4.2 in case be.ENERGISED Services are ordered ChargePoint Austria GmbH with trade registry number FN 399512v and its office at Salzburger Straße 26, 5550 Radstadt, Austria, VAT number ATU68066335, shall be the sole contractual partner of the Subscriber.

13.5 Notices. Any noticed required or permitted by this Agreement shall be sent except service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution):

13.5.1 if by ChargePoint, via electronic mail to the address indicated by Subscriber in Subscriber's Services account; or

13.5.2 if by Subscriber, via electronic mail to cplegal@chargepoint.com and/or via mail delivery to the respective address as per Article 13.4.

13.6 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.

13.7 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.

13.8 Invalid Terms. If at any time any term or provision in the Agreement shall be held to be illegal, invalid or unenforceable by any government authority or court of competent jurisdiction, in whole or in part, such term or provision or part shall to that extent be deemed not to form part of the Agreement, but the enforceability of the remainder of the Agreement shall not be affected. In such event the Parties shall negotiate the amendment of any such term or provision in such manner that it becomes legal, valid and enforceable without affecting the original intent or the economic purpose and effect of such term or provision.

Country Specific Terms

13.9 GERMANY - Provisions for Subscribers domiciled in Germany.

For Subscribers domiciled in Germany, sections 8.1 to 8.3 are replaced with the following sections:

13.9.1 ChargePoint shall be liable in accordance with the applicable statutory provisions (whether in contract, tort or otherwise) for damages suffered by ChargePoint that: (i) have been caused as a result of ChargePoint, its legal representatives, its agents or auxiliaries having acted, or having failed to act where there was a duty for ChargePoint to act, in gross negligence or with wilful or malicious intent; (ii) have occurred as a result of a breach of a guarantee (the term "guarantee" in accordance with the applicable statutory meaning); (iii) that are a result of a culpably caused injury to life, limb or health; and/or (iv) that are subject to product liability under the German Product Liability Act.

13.9.2 In cases of negligence other than gross negligence, ChargePoint shall only be liable for damages that result from breaches of material contractual obligations (whether in contract, tort or otherwise). Those limitation of liability shall not apply, however, where the damages result from culpably caused injuries to life, limb or health or a breach of a guarantee (as defined in 13.9.1 above). "Material contractual obligations" are such contractual obligations that, if breached, jeopardize the aim and purpose of the contract.

13.9.3 In cases of negligence other than gross negligence, ChargePoint's liability shall also be limited to damages that are typically foreseeable in the context of an agreement such as this Agreement. Those limitation of liability shall, however, likewise not apply where the damages result from culpably caused injuries to life, limb or health or a breach of a guarantee (as defined in 13.9.1 above).

13.9.4 Any liability other or beyond the liability provided in 13.5.1 - 13.5.3 is excluded.

13.9.5 Damage claims, irrespective of their legal origin and nature (contract, tort or other), shall fall under the statute of limitations one year after the end of the calendar year during which the claims came into existence and Subscriber knew or should have reasonably known the factual circumstances that gave rise to the claim. The foregoing sentence shall, however, not apply where the damage has been caused by, or has not been remedied with or because of, ChargePoint's willful intent, where ChargePoint had maliciously concealed a defect in the Products, in cases of injuries to life, limb or health, and/or where the corresponding claims result from the German Product Liability Act.

13.10 ITALY – Provisions for Subscribers domiciled in Italy

13.10.1 Pursuant to articles 1341, paragraph 2, and 1342 of the Italian Civil Code, Subscriber declares to have carefully read and to specifically approve the provisions contained in the following sections of the Agreement: 2.3; 3.2; 4 (Use and use restrictions of the Cloud Services); 5.3; 5.4; 5.5; 7.4; 7.6; 8 (Warranties for Cloud Services); 9 (Limitation of liability); 10 (Indemnification); 11.1; 11.4; 11.5; 13.1 (Amendment or Modification); 13.4 (ChargePoint contracting entities, Governing law and Courts); 13.6 (Assignment); 13.9 (Entire Agreement) and 13.12 (b). - Annex A: sections 4.3 and 5 (Termination); Exhibit 1: sections 1.1 and 2.1; Exhibit 3: section 3.4(a).

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

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

13.10.3 Workplace safety. The parties hereby acknowledge and undertake that pursuant to and to the effects of Section 26, Paragraph 3-bis, of Legislative Decree no. 81/2008 there will not be interference between Subscriber and ChargePoint during the performance of this Agreement, therefore (i) it will not be necessary to prepare a 'single risk assessment document' ("D.U.V.R.I.") indicating the measures adopted to eliminate possible interference and (ii) the costs relating to workplace safety with specific reference to any interference, pursuant to Article 26, Paragraph 5, of Legislative Decree no. 81/2008, are equal to EUR 0 (zero). At any time during the performance of this Agreement, in case of prospective interference between Subscriber and ChargePoint, the parties shall timely (i) prepare a D.U.V.R.I. (ii) define the costs relating to workplace safety.