

TERMS AND CONDITIONS OF PURCHASE
for
CHARGEPOINT AS A SERVICE
SUBSCRIPTION – HARDWARE

1. Placement of Orders

A. Purchase of ChargePoint Hardware. These Terms and Conditions of Purchase (“**Terms**”) govern the purchase of ChargePoint’s electric vehicle charging stations and associated hardware or equipment, if any, owned by ChargePoint and currently used by Company but operated and managed by ChargePoint as part of its ChargePoint as a Service subscription (collectively, the “**ChargePoint Hardware**”) by you or the legal entity you represent (“**Company**”) from the applicable ChargePoint entity as defined in Section 7.H below (“**ChargePoint**”). ChargePoint and Company are collectively defined as “**Parties**,” and each are individually a “**Party**.” Company’s purchase of ChargePoint Hardware from ChargePoint shall be legally binding by a written Accepted Order (defined below) specifying the quantity and model of ChargePoint Hardware to be purchased. In the event there are terms and conditions in the Accepted Order that conflict with these Terms, then these Terms will supersede and control. (“**Third Party Warranty Terms**”).

B. Purchase Orders. All purchase orders, and modifications to purchase orders, for ChargePoint Hardware are subject to acceptance or rejection by ChargePoint in its sole discretion. No purchase order shall be legally binding on ChargePoint until it is accepted in writing by ChargePoint (“**Accepted Order**”). ChargePoint agrees to use commercially reasonable efforts to notify Company of Accepted Order(s) or rejection of purchase orders within ten (10) business days after receipt thereof. Accepted Orders are non-cancelable, non-returnable, and non-refundable.

C. Subscription to Cloud Services and Support Services. ChargePoint Hardware is designed to work with ChargePoint’s cloud-based services (“**Cloud Services**”). Company acknowledges and agrees that a separate Cloud Services subscription is required before ChargePoint is able to provide the applicable services required to help operate and manage the ChargePoint Hardware. The provision by ChargePoint of Cloud Services shall be subject to ChargePoint’s Cloud Terms located at <https://www.chargepoint.com/legal/mssa>. Company further acknowledges and agrees that to obtain support and maintenance services for ChargePoint Hardware (“**Support Services**”), Company must purchase Support Services. The provision of Support Services is subject to acceptance of ChargePoint’s then-current support and maintenance terms and conditions which may be updated from time to time by ChargePoint.

2. Transfer of Title/Ownership

Transfer of title from ChargePoint to Company shall occur upon the date of an Accepted Order for the purchase of the ChargePoint Hardware. Risk of loss and damage to ChargePoint Hardware shall pass to Company upon the transfer of title.

3. Invoicing and Payment

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Company on or after the date the Accepted Order is received by ChargePoint; provided

that, ChargePoint may condition Accepted Order(s) on such credit and/or prepayment terms that ChargePoint determines, in its sole discretion, is necessary for such Accepted Order(s), including without limitation, Company's prior payment history and/or the quantity size of the order. If there is any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective until Company has consented to such changes in writing thereto.

B. Payment Terms. All undisputed invoices shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final, and Company shall have no right of return.

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable Accepted Orders are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "**Taxes**") imposed by the United States, Canada or any foreign, state or local governmental entity, country or regional authority, or instrumentality thereof on the purchase, shipment, use or sale of the ChargePoint Hardware by or to Company, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Company for the full amount of such taxes and shall include such amount as a separate line item on the invoice(s) sent to the Company; provided that, ChargePoint's failure to so bill the Company shall not relieve Company from the obligation to pay any Tax described in this section.

E. Payment Currency. All amount payable under these Terms shall be paid in United States dollars or if Company is located in Canada, then Canadian dollars. If Company is located outside of the United States, Company agrees to take all necessary actions required, including without limitation, registration of these Terms and application for permission to make payments to ChargePoint hereunder, with the appropriate government authorities in the Company's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Company's jurisdiction, as soon as reasonably practicable after Company's acceptance of these Terms. Company shall remit payment to ChargePoint, at Company's option (i) via wire, ACH transfer, or other form of electronic payment (acceptable to ChargePoint) to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion, without advance notice.

G. Disputes. If Company disputes any portion or all of an invoice issued by ChargePoint, then it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of such invoice. The undisputed portion of any issued invoice shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

H. Remedies upon Payment Default. If Company breaches these Terms, then ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise and subject to any cure rights of Company, declare the entire balance of Company's account immediately due

and payable. If any unpaid balance is referred for collection, Company agrees to pay ChargePoint, to the extent permitted by applicable law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, pay any court costs or expenses incurred by ChargePoint and any finance charges accrued on any unpaid balance owed by Company.

4. Termination of Obligations under Prior Service Agreement

Upon transfer of title to Customer of any ChargePoint Hardware under these Terms: (i) any obligations of ChargePoint under a ChargePoint as a Service Agreement or such other agreement between the Parties covering the subject matter of ChargePoint's ChargePoint as a Service subscription plan ("**CPaaS Agreement**") that relate to the ChargePoint Hardware shall terminate, including without limitation cloud services and support services. Upon termination, all outstanding fees, charges, and amounts owed by Customer under such CPaaS Agreement for services provided prior to the transfer of title of any related ChargePoint Hardware shall be immediately due and payable to ChargePoint.

5. Customer Responsibility

From and after the date of ownership, Customer shall be solely responsible for ensuring that the ChargePoint Hardware and its installation, operation, maintenance, and use comply with all applicable laws, including without limitation: (i) all federal, state, and local building codes, electrical codes, fire codes, and safety regulations; (ii) the Americans with Disabilities Act (ADA) and all applicable accessibility requirements; (iii) all environmental laws and regulations, including those governing hazardous materials, electronic waste, and recycling; (iv) all weights and measures laws governing the installation, operation, repair, and maintenance of ChargePoint Hardware; (v) all permitting and licensing requirements for the installation, operation, and maintenance of ChargePoint Hardware; and (vi) all applicable utility interconnection requirements, demand response program rules, and energy regulations. Further, from and after the date of ownership, Customer shall be solely responsible for obtaining and maintaining, at its own cost and expense, all permits, licenses, certifications, approvals, and registrations required under applicable law for the ownership, operation, and maintenance of the ChargePoint Hardware.

6. No Warranty/Obligation to Inspect/Limitation of Liability

A. No Warranty. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CHARGEPOINT HARDWARE IS BEING SOLD AND TRANSFERRED BY CHARGEPOINT ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS. CHARGEPOINT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CHARGEPOINT HARDWARE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (A) ANY REPRESENTATIONS OR WARRANTIES REGARDING TITLE; (B) MERCHANTABILITY; (C) FITNESS FOR A PARTICULAR PURPOSE; (D) NON-INFRINGEMENT; (E) CONDITION, QUALITY, DURABILITY, OPERABILITY, COMPLIANCE WITH SPECIFICATIONS; (F) THAT THE CHARGEPOINT HARDWARE WILL MEET CUSTOMER'S REQUIREMENTS; (G) OPERATE WITHOUT INTERRUPTION; (H) ACHIEVE ANY INTENDED RESULT; (I) BE COMPATIBLE WITH ANY OTHER EQUIPMENT, PRODUCTS OR SOFTWARE OR SERVICES; (J) BE FREE FROM DEFECTS, ERRORS, BUGS, OR VIRUSES; (K) BE COMPLIANT WITH APPLICABLE

LAW, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CHARGEPOINT OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF CHARGEPOINT'S OBLIGATIONS HEREUNDER.

B. Obligation to Inspect. Customer acknowledges that, prior to its purchase of the ChargePoint Hardware, Customer has had the opportunity to inspect, or cause its agents and representatives to inspect, all ChargePoint Hardware and the locations at which they are installed. Customer is relying solely on its own inspection, investigation, and evaluation of the ChargePoint Hardware in entering into these Terms and is not relying on any representation, warranty, or statement made by ChargePoint or any of its officers, directors, employees, agents, or representatives regarding the ChargePoint Hardware, their condition, faults, value, operability, remaining useful life, or suitability for any purpose.

From and after the date of payment in full by Customer, Customer assumes all risk associated with the ownership, possession, use, operation, maintenance, repair, modification, and disposal of the ChargePoint Hardware, including all risks of personal injury, property damage, fire, electrical hazard, product liability, and environmental contamination; provided that where ChargePoint Cloud and/or Support Services are included within the quote, ChargePoint will provide such Cloud and/or Support Services in accordance with the applicable terms.

C. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, IN NO EVENT SHALL CHARGEPOINT OR ITS SUPPLIERS BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **COMPANY'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS UNDER THESE TERMS SHALL BE LIMITED TO THE FEES PAID BY COMPANY TO CHARGEPOINT FOR THE CHARGEPOINT HARDWARE.**

7. Intellectual Property

A. Restrictions on Use. Company shall not: (i) create derivative works based on the ChargePoint Hardware, (ii) copy, frame or mirror any part or content of the ChargePoint Hardware, (iii) reverse engineer any ChargePoint Hardware, and/or (iv) access or use the ChargePoint Hardware for any improper purpose whatsoever, including without limitation, to (1) build a competitive product or service, and/or (2) copy any features, functions, interface, graphics or "look and feel" of the ChargePoint Hardware.

B. Ownership of Intellectual Property. As between the Parties, all right, title and interest in and to any intellectual property related in any way to the ChargePoint Hardware is, and shall remain, the exclusive property of ChargePoint. For these purposes, the term "intellectual property" shall mean, all of a Party's patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered

with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

8. General

- A. Attorneys’ Fees. If any action at law or in equity is necessary to enforce these Terms, the prevailing Party shall be entitled to reasonable attorneys’ fees, costs, and expenses in addition to any other relief to which the prevailing Party is otherwise entitled.
- B. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such Party.
- C. Waiver. The failure of either Party to require performance by the other Party of any provision hereof shall not affect such Party’s full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- D. Severability. If any provision of these Terms shall become unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.
- E. Assignment. The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their successors, executors or administrators; provided however, that neither ChargePoint nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other Party in its reasonable discretion; provided however, that Company and ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, “**Acquisition Transactions**”). Notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of ChargePoint without ChargePoint’s prior written consent, which shall be subject to its sole discretion. Any attempted assignment in violation of this provision shall be void.
- F. Notices. Any notice, request, demand or other communication by these Terms required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other Party or delivered to the address for each Party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the Parties.
- G. Governing Law, Jurisdiction and Dispute Resolution. The ChargePoint entity entering into these Terms with the Company, the address to which Company should direct notices under these Terms, the applicable governing law, and applicable place of jurisdiction, shall be determined according to where Company is domiciled as follows:

If Company is domiciled in:	ChargePoint Entity entering into these Terms with Company:	Notices should be addressed to:	Governing law:	Place of jurisdiction:	Forum:

The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

These Terms, and any disputes related to these Terms, will be interpreted, construed and governed in all respects in accordance with the applicable “Governing law” referenced above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Except with respect to any matter relating to Company’s violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with these Terms shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the Parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing Party in any dispute arising out of these Terms shall be entitled to reasonable attorneys’ fees and costs. Notwithstanding the foregoing, each Party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

H. Entire Agreement. These Terms and the attachments hereto (if any) constitute the entire agreement between the Parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each Party.

I. English Language Governs. Where ChargePoint has provided Company with a translation of the English language version of these Terms, Company agrees that such translation is provided for its convenience only and that the English language version of these Terms governs Company’s relationship with ChargePoint. If there is any conflict between the applicable translation and the English language version of these Terms, it is the express wish of the Parties these Terms and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des Parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.