

CHARGEPOINT ASSURE TERMS AND CONDITIONS OF SERVICE

ChargePoint Assure (“Assure”) is a full service and support program designed specifically for your electric vehicle charging station (“Charging Station”) purchased from the ChargePoint entity as defined in Section 15 below (“ChargePoint”) (“ChargePoint”) or its representatives. With your Assure coverage, ChargePoint O&M Partners (defined below) will provide parts, labor, and other services indicated in these Assure Terms and Conditions of Service (“Agreement”). Published specifications for the Charging Stations are available via your ChargePoint account or upon request of ChargePoint or its representatives.

1. **WHAT IS COVERED:** With Assure, ChargePoint agrees to do each of the following, for so long as you purchase and maintain an Assure subscription. For further information please visit <https://chargepoint.com/products/service>.

- a. **Parts:**

- Ensure all parts are provided, as necessary, to correct any defect in the materials or workmanship of a Charging Station in a prompt and professional matter.
- Each Charging Station shall be corrected so that the Charging Station functions in line with that Charging Station’s published specifications. For avoidance of doubt, such correction shall be limited to the Charging Station itself and not any issue related to installation or electrical infrastructure.

- b. **Service and Labor:**

- Except as otherwise provided, ensure that all labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner.
- Ensure that labor is performed for repairs caused by vandalism or auto accidents that affect the Charging Stations functionality. For avoidance of doubt, labor is only covered for repairs required to enable the Charging Station to function. Parts are not covered for repairs required due to vandalism or auto accidents.
- Provide remote, automated monitoring of your Charging Station and perform triage with respect to any Charging Station that may be defective.
- Coordinate all repairs necessary to have your Charging Station back up and running.
- Ensure that you are provided a response no later than one business day from the date ChargePoint becomes aware of an issue.
- Ensure onsite repairs begin within one business day from the delivery of any parts required to fix your Charging Station.
- Provide a standard monthly summary and quarterly detailed station usage and performance metrics.
- Provide administration of your cloud service at no additional cost upon your request to ChargePoint Support. For purposes of Assure, “administration” means that ChargePoint Support will act on your behalf to update or otherwise modify configuration in your cloud services, including but not limited to pricing, access controls, and reporting.

- c. **Charging Station Uptime Commitment:**

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- A 98% annual station uptime guarantee, meaning that the Charging Stations can dispense energy, with a prorated refund of up to the annual station Assure maintenance fee for outages caused by station hardware failures in excess of 2% annually.
2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations. Additionally, Assure is not available for testing Charging Stations on non-commercially available vehicles. Assure labor is provided on an as available basis, per the requirements of Section 1 above.
 3. **FURTHER COSTS:** If ChargePoint finds that the unit was not functioning, and is not otherwise covered by Assure subscription, then ChargePoint has the right to bill back for all costs incurred related to the warranty service (“Bill Back Costs”). For avoidance of doubt Bill Back Costs can include costs for investigation, equipment rental, engineering, travel and other reasonable expenses that ChargePoint is required to spend to address a claim under Assure.
 4. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under Assure, ChargePoint needs your cooperation. Specifically, you agree to:
 - a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations.
 - b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased Cloud Services subscription necessary for remote access.
 - c. Maintain your premises in accordance with all applicable laws, rules and regulations.
 - d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
 - e. Promptly notify ChargePoint of any suspected defect with a Charging Station. ChargePoint must have reasonable access to the Charging Station, including access to your requisite personnel, to address the service required.
 5. **WHO IS ELIGIBLE FOR CHARGEPOINT ASSURE?:** ChargePoint Assure is only available to purchasers of Charging Stations, manufactured by ChargePoint, who purchase ChargePoint Assure and either: 1) use a ChargePoint Operations and Maintenance Partner (“O&M Partner”) to install their Charging Stations or 2) successfully complete a site validation or commissioning as described below.
 - a. **ChargePoint O&M Partner Installation.** For information on how to contact a ChargePoint O&M Partner, please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.
 - b. **Site Validation or Commissioning:** If you do not use an O&M Partner to install your Charging Station, you still will be eligible for ChargePoint Assure after your installation has been validated by ChargePoint or an authorized third party (“Site Validation”). ChargePoint may require you to purchase its full commissioning service (“Commissioning”) in lieu of Site Validation depending on what Charging Station product is you purchased. The purpose of Site Validation or Commissioning is to ensure that your Charging Stations were installed correctly, in accordance with ChargePoint’s recommended specifications and operational requirements. Site Validations or Commissioning require the payment of ChargePoint’s then current fee, charged on a “per station” basis.
 6. **EXCLUSIONS FROM COVERAGE:** ChargePoint’s obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:
 - a. Cosmetic damage such as scratches and dents.
 - b. Normal aging or fading of colors due to exposure to the elements.
 - c. Except as provided in 1(j) above, abuse, vandalism, damage or other problems caused by accidents or

negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.

- d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint, performed by an O&M Partner or validated in the manner described above.
- e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.
- f. Vehicle to Charging Station interoperability or communication issues.
- g. Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature.
- h. Force majeure or unforeseeable circumstances beyond ChargePoint's reasonable control that prevent ChargePoint from performing its obligations under Assure.

In addition, ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed by a ChargePoint O&M Partner or a ChargePoint certified installer pursuant to the provisions of Section 5 of this Agreement.

- 7. **CONTACT INFORMATION:** If at any time during the term of your coverage of ChargePoint Assure you believe you have defective Charging Equipment, contact Customer Service at the Customer Service number provided to you by your Account Executive, and follow any mutually agreed upon issue reporting procedures.
- 8. **SERVICE TERM:** Each Assure subscription that you purchase for a Charging Station will commence ninety (90) days from the invoice date and will last for the subscription length selected in an applicable order (the "Service Term"). For greater certainty, to the extent an applicable Charging Station is delivered, installed, and activated before the Service Term commences as described above, your Charging Stations will nevertheless have coverage under Assure and the Service Term will start at the expiration of the ninety (90) day period referenced above.
- 9. **RENEWAL:** Upon expiration of your initial Service Term, your Assure coverage will renew automatically for successive one-year terms at the list price of the original Service Term, subject to increases and your right to terminate below (each a "Renewal Term"). Should the Renewal Term be cancelled and subsequently requested to be reinstated, reinstatement will be subject to the payment of fees for any lapse period, plus reasonable reinstatement fees. If, however, you wish to terminate your Assure coverage under a Renewal Term, you may do so by providing thirty (30) days' written notice of cancellation and ChargePoint will issue a pro-rata refund of any funds paid from the effective date of cancellation to the end of the applicable Renewal Term. Renewal Terms will commence on the date of the expiration of the original Service Term.
- 10. **PAYMENTS:** ChargePoint will send you an invoice for your Assure coverage on or after the date the applicable Charging Stations are shipped to you. Payment is due within thirty (30) days of the invoice date. If you have purchased extended Assure coverage and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars (or if you are located in Canada, Canadian dollars) and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and you are responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. You will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement and (b) refuse to provide Assure coverage until ChargePoint has received payment in full.
- 11. **TERMINATION:** You may terminate your Assure coverage without prejudice to any other remedy at law or equity: (i) if ChargePoint is in material breach of any of its obligations under Assure and has not cured such breach within thirty

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(30) days of the date of its receipt of written notice thereof or (ii) upon providing thirty (30) days prior written notice. Upon termination for cause pursuant to this Section 11(i), ChargePoint will refund a pro-rata portion of the fees you paid for Assure. Upon any termination for any other reason, you will not be entitled to any refund of any fees paid.

12. **TRANSFERS:** Your Assure coverage applies only to the Charging Stations and installation site for which it was purchased. Subject to Section 20 of this Agreement, if you sell or otherwise transfer your Charging Stations with an active Assure subscription to a third-party, and those Charging Stations are moved or otherwise transferred away from the original installation site, your Assure coverage may not be transferred without ChargePoint's prior written consent.
13. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or Charging Stations that have been replaced (collectively "Replacement Parts") that are provided by ChargePoint pursuant to your Assure coverage may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. Any Replacement Parts provided under your Assure coverage will become your property and all returned parts or returned Charging Stations, whether under warranty or not, will become the property of ChargePoint. Any Replacement Parts will be covered by Assure for the remainder of your Assure coverage or ninety (90) days from the date of delivery of such Replacement Parts, whichever is later.
14. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under Assure. Please read it carefully.
 - a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR ASSURE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 - b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
15. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION.** The ChargePoint entity entering into this Agreement, the address to which you should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to you are domiciled:

If you are domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)

		Campbell, CA 95008			
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws 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 your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement 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 this Agreement 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.

16. **AMENDMENT OR MODIFICATION:** This Agreement may not be amended or modified except pursuant to a writing executed by each of the parties.
17. **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.
18. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits ChargePoint from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.
19. **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.
20. **ASSIGNMENT.** Except as otherwise provided under this Agreement, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. Notwithstanding, you may assign your rights and obligations under this Agreement upon notice to ChargePoint if you sell the property where the Charging Stations were installed, provided that any such purchasing entity assumes all rights and obligations under this Agreement; provided further that, the purchasing entity will not move or otherwise transfer the Charging Stations from original installation site. To the extent the purchasing entity desires to move or otherwise transfer the Charging Stations from the original installation site, Section 12 of this Agreement will apply. In the event of any purported assignment in breach of this Section 20, ChargePoint shall be entitled, at its sole discretion, to terminate this Agreement by providing written notice to you. 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.

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21. **ENTIRE AGREEMENT.** This Agreement 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. To the extent of any conflict or inconsistency between this Agreement and any purchase order, this Agreement shall prevail.
22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.
23. **ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where ChargePoint has provided you with a translation of the English language version of this Agreement, You agree that the translation is provided for your convenience only and that the English language version of this Agreement governs your relationship with ChargePoint. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement 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.