

ANNEX: CHARGEPOINT STATION CLOUD SERVICES

If Subscriber orders and uses Cloud Services described in this Annex A ("**Annex**"), then this Annex forms an inseparable part of the Cloud Terms. In the event of a conflict between the Cloud Terms, this Annex, or Exhibits to this Annex, the order of precedence solely for such conflict as it pertains to the Cloud Services governed by this Annex and the Exhibits shall be as follows: (1) Exhibits to this Annex; (2) this Annex; and (3) the Cloud Terms.

1. EXHIBITS.

This Annex includes the following Exhibits, which are made a part of, and are hereby incorporated into, the Cloud Terms by reference.

Exhibit 1: Flex Billing Terms

Exhibit 2: API Terms

2. DESCRIPTION OF THE CLOUD SERVICES.

A description of the various Cloud Services is available in the respective Documentation. ChargePoint may make other Cloud Services available from time to time.

3. SUBSCRIPTION TERM.

Each Subscription that is prepaid and acquired for use with Hardware will commence ninety (90) days from the date the Subscription is invoiced. Upon expiration of the original term of the applicable Subscription, the Cloud Terms and term of such Subscription will renew automatically for successive term equal to the original term of such Subscription. The renewal of Subscription(s) is subject to potential increases and Subscriber's right to terminate below. If, at any time after the original term of the applicable Subscription Subscriber wishes to terminate a Subscription 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. Notwithstanding the foregoing, there shall no pro-rata refunds allowed on automatic renewals for Subscriptions of multiple years. Renewals of Subscriptions will commence on the date of the expiration of the Subscription being renewed. Each Subscription shall continue for the applicable duration thereof, unless the Cloud Terms are terminated earlier in accordance with its terms. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of fees for the applicable Subscription for any lapse period plus reasonable reinstatement fee.

4. Termination and Updates.

Upon any termination of the Cloud Terms for cause by Subscriber pursuant to Section 11.2 of the Cloud Terms, ChargePoint shall refund to Subscriber a pro-rata portion of any pre-paid fees for the applicable Subscription based upon the remaining term of such Subscription. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any fees for Subscription as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid fees for Subscription due ChargePoint for the term of such Subscription in which the termination occurs or any prior term. ChargePoint may, but is not required to, provide remote software updates, as required time to time, to maintain interoperability between Subscriber's Cloud Services and its Hardware. Subscriber consents to such updates to be remotely installed by ChargePoint on such Hardware.

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. In order to charge such fees, Subscriber must subscribe to a Cloud Service 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 form and/or to the address indicated by Subscriber in Subscriber’s account for Cloud Services) of any increase in ChargePoint Fees.

1.2 “**ChargePoint Tax Policy**” has the meaning prescribed in Section 3 of this Exhibit.

1.3 “**Net Session Fees**” means the total amount of Session Fees collected on behalf of Subscriber by ChargePoint, less ChargePoint Fees (if any), required by applicable law to be collected by ChargePoint from Users in connection with the use of Charging Stations. Except as required by applicable law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.4 “**Session**” or “**Charging Session**” means the period of time during which a User uses Subscriber’s Charging Station to charge such User’s 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.

1.5 “**Session Fees**” means the fees set by the Subscriber for a Charging Session, excluding any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. **SESSION FEES.** Subscriber shall have sole authority to determine and set Session Fees. The Parties acknowledge and agree to the following: (a) ChargePoint may charge, as determined in its sole discretion, fees to certain Users, separate from Session Fees, to access and use Subscriber’s Charging Station (for example, but not by way of limitation, a connection or service fee) (“**ChargePoint Access Fees**”); (b) ChargePoint Access Fees are not part of Session Fees; and (c) Subscriber may charge, as determined in its sole discretion, fees to certain Users, separate from ChargePoint Access Fees but subject to ChargePoint Fees, to access and use Subscriber’s Charging Station. 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 on behalf of Subscriber, the Subscriber hereby authorizes ChargePoint to deduct from all Session Fees collected ChargePoint Fees.

2.3 **PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** Unless directed otherwise by Subscriber in writing (email will be sufficient) or electronic form, ChargePoint will remit Net Session Fees to Subscriber, not less than monthly, provided that the amount due to Subscriber hereunder is at least fifty U.S. dollars (\$50) (or, if Subscriber is located in Canada then fifty Canadian dollars). Notwithstanding the foregoing, ChargePoint shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually, unless directed otherwise by Subscriber in writing (email will be sufficient) or electronic form, and within thirty (30) days of the expiration or termination of the Cloud Terms. All payments shall be made by electronic payment. In order to facilitate such payments, Subscriber agrees to maintain Subscriber’s current bank information, into Subscriber’s portal to manage Cloud Services, to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than electronic payment (e.g., check), Subscriber agrees to bear the reasonable costs related to such request.

3. **TAXES.** If applicable, Subscriber is responsible for setting pricing on a Tax-inclusive basis. As between the Parties and in accordance with ChargePoint’s tax remittance and reporting policy found here: <https://www.chargepoint.com/tax-policy> (“**ChargePoint Tax Policy**”), ChargePoint will remit and report Taxes, on behalf of Subscriber, in connection with Charging Sessions to the applicable taxing or regulatory authority, whether state, local, or otherwise. ChargePoint Tax Policy is incorporated by reference into the Flex Billing Terms. ChargePoint reserves the right to modify, from time to time, the ChargePoint Tax Policy. If (a) Subscriber elects not to comply with ChargePoint Tax Policy; and/or (b) Subscriber fails to pay Taxes that are its responsibility as described in the then-current ChargePoint Tax Policy (subsections (a) and (b) are collectively defined as “**Tax Non-Compliance**”), then (x) as between the Parties Subscriber will be responsible and liable for any Tax Non-

Compliance and remitting and reporting applicable Taxes in connection with Charging Session; and (y) Subscriber will (i) defend ChargePoint Indemnitees against any Claims made or brought against ChargePoint Indemnitees by a third party arising out of Tax Non-Compliance; and (ii) indemnify ChargePoint Indemnitees from any damages, reasonable attorney fees, and costs finally awarded to such third parties as a result of such Claim.

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 Cloud Services. For clarity, any onboarding or support services in connection with Subscriber’s use of the APIs (a) are subject to separate terms and conditions from the API Terms; and (b) may be subject to fees, as mutually agreed upon in writing by the Parties. The API Terms are part of the Cloud Terms, and all such use of the APIs remains subject to the terms and conditions therein.

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

1.1 “**APIs**” means the application programming interface(s) made available by ChargePoint to Subscriber that Subscriber may use to obtain and display ChargePoint Data via API Implementation.

1.2 “**API Implementation**” means a Subscriber software application or website that uses any of the APIs to obtain and display ChargePoint Data in conjunction with Subscriber Data and services

1.3 “**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.

2. API USE. Subscriber may use the APIs to the extent permitted by the (a) terms and conditions of the Cloud Terms; (b) applicable Cloud Services, which Subscriber has a then-active Subscription; and (c) API Documentation.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information in connection with the applicable Cloud Services through a set of function calls. The particular APIs and API function calls made available by ChargePoint from time to time (and the ChargePoint Data available through such APIs and function calls) will be limited by the applicable Cloud Services that Subscriber has a then-active Subscription; provided, that Subscriber acknowledges and agrees such Cloud Services may not include use and access to all APIs and function calls then available from ChargePoint.

2.2 **USE AND DISPLAY OF CHARGEPOINT DATA.** Subscriber is permitted to access, use and publicly display the ChargePoint Data with Subscriber Data via Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All ChargePoint Network-originated Charging Station locations provided to Subscriber as part of the ChargePoint Data shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint Network-originated Charging Stations and shall contain the ChargePoint Marks 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 the ChargePoint Network.

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

(c) ChargePoint Data 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 hide or mask from ChargePoint the identity of Subscriber’s API Implementation utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation.

2.3 **REQUIRED INFORMATION.** Subscriber must:

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

(b) 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 connection with Subscriber’s use of the APIs, as described in the API Documentation.