Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Alex Guidry
E-Mail: alex.guidry@chargepoint.com
Telephone:

Quote Number: Q-397322-1
Date: 12/1/2023
Expires On: 12/31/2023

Primary Contact: Sabina Araya

Bill To Address

Everett Transit
3200 Cedar Street
Everett Washington 98201
United States

Telematics	Ship To Address: 3200 Cedar Street Everett, WA, 98201, US				

Product Name	Product Description	Qty	Unit Price	Total Price
TM-DataHub-Global-NA-SIM	DataHub with Global Modem with inserted AT&T SIM card	9	USD 1,003.00	USD 9,027.00
FLT-TELEMAT-DH-MAINCONN-ANTENNA	Packet including connector to FMS port in vehicle (+ pins) and antenna package which includes GPS and GSM antenna	9	USD 51.00	USD 459.00
FLT-TELEMAT-DH-ACTIVATION	One-time support fee per vehicle for DataHub installation and activation	9	USD 75.00	USD 675.00
CPCLD-FLT-TELEMAT-DH-BASE-EV	Annual per vehicle fee for basic telematics software features, including live vehicle monitoring and reporting; for electric vehicles equipped with a DataHub; Base license	18	USD 741.00	USD 13,338.00
CPCLD-FLT-TELEMAT-DH-VEHICLE-INSIGHTS	Annual per vehicle fee for vehicle data analysis and insights features; for vehicles equipped with a DataHub; Add-On to Base license	18	USD 182.40	USD 3,283.20

Proterra CMS x10	Ship To Address: 3200 Cedar Street Everett, WA, 98201, US				

© 2023 ChargePoint, Inc.

240 East Hacienda Avenue, Campbell, CA 95008 USA

ChargePoint

Product Name	Product Description	Qty	Unit Price	Total Price
PROTERRA-SITE-SETUP	Set up and configuration of Proterra chargers.	1	USD 4,680.00	USD 4,680.00
CPCLD-PROTERRA-INTEGRATION-1	1 year of integration maintenance (access and API support) per Proterra charging port	20	USD 390.00	USD 7,800.00
FLT-ST-MGMT-DC-2	Fleet Station Management subscription. Includes basic station management features such as charger monitoring, reporting, and controls. Also includes advanced energy and power management features and reporting.2 Years.	10	USD 1,762.25	USD 17,622.50

Ship To Address:	
Induct EV CMSx10	3200 Cedar Street Everett, WA, 98201, US

Product Name	Product Description	Qty	Unit Price	Total Price
FLT-ST-MGMT-DC-2	Fleet Station Management subscription. Includes basic station management features such as charger monitoring, reporting, and controls. Also includes advanced energy and power management features and reporting.2 Years.	15	USD 1,762.25	USD 26,433.75
FLT-ST-MGMT-ACTIVATION	One-time per port fee for station activation support	15	USD 40.00	USD 600.00

Quote Total:	USD 83,918.45
Shipping Fee:	USD 135.00
Grand Total:	USD 84,053.45

Quote Acceptance

+ Invoices are Net 30 from invoice date.

+ Customer to be invoiced at time of shipment.
+ All prices are FCA ChargePoint warehouse(s).
+ All prices exclude sales tax/VAT, withholding tax and other comparable levies and taxes.
+ Pricing does not include installation or mounting services unless specifically quoted above.
+ Customer confirms that the shipping and billing information provided in this Quotation is accurate for ChargePoint's shipping and invoicing purposes.
+ License: A license term shall automatically be extended with 12 months, unless terminated in accordance with the ChargePoint terms and conditions (Telematics)
+ Prices of hardware exclude: shipping, travel, insurance, installation, integration, training to properly use the ChargePoint Telematics platform, import and clearing costs (custom charges).
+ Payment Conditions ChargePoint invoices will be due and payable by Customer in accordance with the following:

ChargePoint

+ A License for its full initial term, immediately after the system or the Unit it is sold for, has been delivered; and
+ In the event no Units will be delivered, all Licenses for their full initial term within 14 days of the conclusion of the agreement;
and + Licenses for their full prolonged term, ultimately on the last day before the prolonged term commences; and
+ Units and other Other Materials, including the installation thereof: in full before the start of the project; and
+ Development costs: in full before the start of the project; and
+ Other fees, if applicable, within 30 days of the invoice date.
+ For Smart Products additional payment terms as described in the ChargePoint terms and conditions (Telematics) are applicable.
+ ChargePoint's sale of products/services is expressly conditioned on Customer's acceptance of ChargePoint terms and conditions
stated or referenced in this Quotation. Any conflicting or inconsistent terms stated or referenced in any Customer purchase order or any
such document are excluded and will not be binding and notice of objection to them is hereby given.
+ This signed Quotation will act as a purchase order for the products/services detailed above and creates a binding contract
between ChargePoint and Customer.
Subject to deviating written agreement(s) between the Customer and ChargePoint, the above terms govern this
Quotation conclusively.

+This Quotation is pursuant to Sourcewell contract #042221-CPI The ChargePoint terms and conditions attached to this
Quotation are incorporated in this Quotation by reference in their entirety.   However, in case of conflict between the
Sourcewell contract and the attached ChargePoint terms and conditions, the Sourcewell contract governs.

Service Level Agreement

ViriCiti

1. DEFINITIONS

1.1   All defined terms in this agreement shall have the meaning set out in the Terms and Conditions, unless specified otherwise.

Uptime	The period the Service is accessible for the User. In the event the Service is not accessible for the User as a result of circumstances on the User's side (e.g. No internet connection, failing Client's hardware, failure to install updates) or as a result of lack of availability of systems and services not operated by ViriCiti (e.g. Disturbances occurring at ViriCiti's telecom providers and/or cloud service provider), such period will be considered a period of Uptime.
Defect	Unexpected reproducible behavior against the design of the Service (so a reproducible "bug") if the User uses the supported hard- and software.
Emergency Maintenance	The maintenance in the event of any Defects, Incidents or lack of Uptime due to denial of service attacks, network floods and hacking, events that cannot be prevented by reasonable and GDPR compliant security measures taken by ViriCiti. In these circumstances, ViriCiti will use commercially reasonable endeavors to resolve any issues caused by such an event.
Fix	a minor change to the Service.
Incident	An event whereby the Service is not operating as expected (including a Defect), and (if raised by Client) notified to ViriCiti as detailed herein.
Release	A change or enhancement in the functionality of the Service and/or the delivery of new features and functionalities, or amended features and resolutions to Defects
Scheduled Maintenance	The planned and/or scheduled and/or preventative maintenance.
Status page	Page that is used by ViriCiti to communicate about scheduled maintenance and current Defects and Incidents[1].
Support window	For clients outside of the US: Monday to Friday from 8AM to 8PM Central European Time (excluding any public holidays in the Netherlands). For US East-coast clients: from 8AM to 5PM EST (excluding any public holidays in the US). For US West-coast clients: from 8AM to 5PM Pacific Standard time (excluding any public holidays in the US).[2]
Terms and Conditions	ViriCiti's terms and conditions
User	A legitimate end-user of the Service.

---

[1] Link to status page: https://viriciti.statuspage.io/
[2] For detailed information about or Support window and working days we refer to Annex I of this document

2. SERVICE AVAILABILITY

2.1   ViriCiti will take commercially reasonable measures in terms of redundancy, monitoring and platform management to provide Uptime of the Service.

2.2   The Uptime shall be 99% outside of the Scheduled Maintenance and Emergency Maintenance periods.

2.3   Uptime is calculated per calendar month. As follows:

   i. The Uptime hours in a calendar month are all hours in that month less the hours there is no Uptime and less the hours of Scheduled Maintenance and Emergency Maintenance. In formula: Uptime hours = all hours - hours of Scheduled Maintenance – hours of Emergency Maintenance - other downtime hours.

   ii. The Uptime percentage in a calendar month are the Uptime hours in such month divided by: all hours in such month less the period of Scheduled Maintenance and Emergency Maintenance of that month, times 100%. In formula: Uptime / (all hours – Scheduled maintenance – Emergency Maintenance)*100%.

2.4   Each contract year ViriCiti calculates the yearly Uptime which is found by the total of each of the twelve monthly Uptime percentages divided by 12. In formula: [Uptime percentage first month plus Uptime percentage second month plus …etc]/12]=yearly Uptime.

2.5   The following service credits shall apply if the yearly Uptime is less than 99%:

YEARLY UPTIME	SERVICE CREDITS
between 99% and 97%	5%;
between 97% and 95%	10%;
less than 95%	15%;

2.6   Service credits specified in clause 2.5 hereof are a percentage of the yearly License fee and will be credited to the next invoice issued to Client; if no such next invoice is to be issued to Client, ViriCiti will reimburse the amount of the Service credits to Client.

3. INCIDENT MANAGEMENT

3.1   Client support in respect of the Service is provided during the Support window.

3.2   Client support shall be provided by adequately trained personnel.

3.3   ViriCiti shall provide Client support also through:

   ► Training against ViriCiti's standard fees;

   ► Online documentation;

   ► Telephone / email communication.

3.4   ViriCiti has the right to deny support to Client when Client has payment arrears.

3.5   Incidents should be reported to ViriCiti in the manner ViriCiti shall communicate to Client.

3.6　　Support is accessible as follows via the official support lines[3].

3.7　　All Incidents that concern Defects are categorized by severity levels. ViriCiti is the only party that has the right to determine the level of severity of an incident, and if it was indeed caused by the system and services provided by ViriCiti and not a third party. For the severity levels we use the following definitions:

SEVERITY 1 - SERVICE UNAVAILABLE

Definition	Critical production issue affecting all Users, including infrastructure failure or Service unavailability with no work-around available.
Response	ViriCiti will respond within 45 minutes, emergency support will be in English.
Service level commitment	ViriCiti will provide continuous support during the Support window until a resolution has been delivered or a work-around implemented.
	Severity 1 issues will be resolved in principle within 8 hours of being raised.

SEVERITY 2 – CRITICAL

Definition	A severe business impact affecting many Users, limiting the usage of one or more major functions of the Service, or causing performance degradation. The Service is operational, but restricted.
Response	ViriCiti will respond within 90 minutes.
Service level commitment	ViriCiti will provide continuous support during the Support window until a resolution has been provided or a work-around implemented. If the problem is determined to be a Defect and a Fix is required, then the severity level will be SEVERITY 3 or 4 after implementation of such Fix depending on how the Service functions afterwards.
	Severity 2 issues will be resolved in principle within 48 hours of being raised.

SEVERITY 3 – MAJOR

Definition	The Service is operational, but there are functional limitations, errors that are not critical for daily business or data integrity issues.
Response	ViriCiti will respond within 8 hours.
Service level commitment	ViriCiti will work during the Support window until a resolution has been provided or a work-around implemented. If the problem is determined to be a Defect, it will be targeted for correction in the next available Release.

---

[3] For detailed information about our official support lines we refer to Annex II of this document

	Severity 3 issues will be resolved in principle within 15 working days of being raised.
SEVERITY 4 – MINOR	
Definition	Minor Incident affecting a small number of Users, technical inquiry or 'how to' question relating to Service functionality.
Response	ViriCiti will respond within 36 hours.
Service level commitment	ViriCiti will work during the Support window until a resolution has been provided or a work-around implemented. If the problem is determined to be a Defect, this will be considered for correction in a future Release.
	Severity 4 issues will be resolved in principle within 20 working days of being raised or in a future release without a specific timeframe.

All mentioned response times are only valid within the Support window[4] and when the issue is reported via the official Support lines[5]. These statements are applicable for all our products, but for our Smart Driving product we have additional procedures[6].

If the incident is already mentioned on our status page, we do not have to adhere to response times if the customer reports it.

Resolution > the designated term < twice the designated term: 10% service credit.

Resolution > twice the designated term < four times the designated term: 30% service credit.

Resolution > four times the designated term: 100% service credit.

Service credits specified in this clause are a percentage of the License fee for one month and will be credited to the next invoice issued to Client; if no such next invoice is to be issued to Client, ViriCiti will reimburse the amount of the Service credits to Client.

---

[4] For detailed information about or Support window and business days we refer to Annex I of this document

[5] For detailed information about our official support lines we refer to Annex II of this document

[6] For detailed information about the additional procedures for our Smart Driving product we refer to the annex III of this document

4. HARDWARE FAILURES

4.1 A defect in any the Units sold and installed by ViriCiti, shall be notified as an Incident to ViriCiti and be resolved within 10 business days. ViriCiti may either repair or replace a Unit that has a defect in its sole discretion.

4.2 The costs of repair or replacement are for ViriCiti unless the Defect is caused by Client or it falls otherwise outside of the scope of ViriCiti's limited warranty or outside of the warranty period. In such events the costs shall be for Client.

4.3 The following service credits shall apply in the event ViriCiti fails to repair a Unit in time:

DELAYED REPAIR BY	SERVICE CREDITS
5 days late	5%;
10 days or more late	10%;

4.4 Service credits specified in clause 4.3 hereof are a percentage of the purchase price of the relevant Unit and will be credited to the next invoice issued to Client; if no such next invoice is to be issued to Client, ViriCiti will reimburse the amount of the Service credits to Client.

5. MAINTENANCE AND RELEASES

5.1 Resolutions to Defects and essential data center infrastructure and/or Service platform work will be conducted during Scheduled Maintenance or Emergency Maintenance.

5.2 ViriCiti will provide a reasonable amount of advance notice to Client for Scheduled Maintenance. Scheduled Maintenance will be communicated through our status page.

5.3 Releases may contain new features and enhancements, as well as resolutions for any known Defects.

5.4 ViriCiti shall provide at least 5 days' prior notice to Client for any scheduled Release that may result in unavailability of the Service.

5.5 ViriCiti will only resort to unscheduled downtime in situations that are deemed extremely urgent to safeguard the system and Client's data.

5.6 Details of supported browsers are listed below:

► Internet Explorer version 11+ / Edge

► Mozilla FireFox version 45+

► Google Chrome version 40+

► Safari version 9+

6. LIABILITY AND ACCEPTABLE USE POLICY

6.1 ViriCiti shall not be liable for any Defects, Incidents, or lack of Uptime due to denial of service attacks, network floods and hacking not being controllable by reasonable measures taken by ViriCiti. In these circumstances, ViriCiti will use commercially reasonable endeavors to resolve any issues caused by such an event.

6.2 The service credits shall constitute Client's full and final settlement for any damages or losses incurred as a result of the lower than agreed Uptime percentage or lack of timely or adequate solution. If a lack of Uptime coincides with a lack of a timely solution or with another event that results in a right of Client to receive a service credit, Client shall only be entitled to the service credit that represents the highest amount.

7. TERMS AND CONDITIONS

7.1 ViriCiti's Terms and Conditions are applicable to this agreement. Insofar terms from the Terms and Conditions contradict to terms in this agreement, the respective terms from this agreement shall prevail.

7.2 Terms and conditions of Client are not applicable.

ANNEX I - Support window and business days

ViriCiti group has multiple locations within different time zones, which allows us to directly assist the customer for a longer period of time during the day.

Support windows of our offices:

► For phone support (these numbers are available within the given time frame)

► Amsterdam HQ: **8AM - 8PM CET**
+31 (0) 20 210 36 78

► Greenville, SC: **8AM - 5PM EST**
+1 864 202 6692

► Irvine, CA: **8AM - 5PM PST**
+1 949 503 7750

► For email support

► CET: 8AM - 8PM CET

► EST: 8AM - 8PM EST

► PST: 8AM - 5PM PST

Our business days are Monday to Friday, excluding the local public holidays. Here is an overview of the public holidays:

Amsterdam HQ:

► New year's day

► Good Friday

► Easter Monday

► Kingsday

► Liberation day (every 5th year)

► Ascension day

► Pentecost Monday

► Christmas day

► Boxing day

► New year's eve

Greenville and Irvine offices:

► New year's day

► President's day

► Good Friday

► Memorial day

► Independence day

► Labor day

► Veteran's day

► Thanksgiving day

► Day after Thanksgiving

► Christmas eve

► Christmas day

► New year's eve

During public holidays that occur in the Netherlands as well in the United States, we will try to provide emergency support, but this is not committed. These holidays are the following:

- ► New year's day
- ► Good Friday
- ► Christmas day
- ► New year's eve

On business days and during our support window we offer technical support. Outside of business hours and during holidays we will administer your issues and requests via our support partner. These will be picked up as soon as possible on the following business day. In the unlikely event of a Severity 1 - Service unavailable issue occurring, our support partner will escalate to our ViriCiti lead support engineer.

ANNEX II - Official support lines

The following methods are defined as our official support lines:

- ► Contacting our support lines, available during the designated support windows (See Annex I):

    - ► Amsterdam HQ: +31 (0) 20 210 36 78

    - ► Greenville, SC: +1 864 202 6692

    - ► Irvine, CA: +1 949 503 7750

- ► Sending an email to support@viriciti.com. This will be picked up during the current or following support window.

ANNEX III - Support for the Smart Driving product

ViriCiti does not have access to the customer's ITCS system and its data, therefore for our Smart Driving product we only support the customer's Community Admin. By verifying the issues while including the ITCS data, they can offer first line support to their colleagues. If any other employee of that organization reaches out via the official support lines, they will be redirected to the Community Admin.

The Community Admin can be one or multiple employees of the customer who will be responsible to give first line support to Drivers and Managers. Only when the Community Admin cannot support their colleagues with the available documentation, the Community Admin can reach out via the official support lines.

Terms & Conditions

ViriCiti

VIRICITI

1.   Definitions

1.1   In these terms and conditions the following definitions shall have the following meanings:

Agreement	Any agreement viriciti concludes, including, but not limited to, the license, granting user access rights in respect of saas, providing of other services, of software, of units an/or of other goods.
Client	The party to an agreement.
Error	The reproduceable failure to meet.in a material way, the functional specifications of the service which failure is made known to viriciti in writing and, if the service is entirely or partly custom-designed, the functional specifications explicitly agreed between the parties in writing. Errors include "defects" as defined in a service level agreement agreed upon between the parties, if any.
User	The natural person that has access to the units and/or service
License	The right to access and use the service granted by viriciti to client in an agreement
Parties	Viriciti and client
SLA:	has the meaning attributed to it in clause 12.1;
Service	The service or services provided or to be provided by viriciti to client, including insofar as agreed upon between the parties possible accompanying communication-, storage- and other services, excluding the units
Terms and Conditions	These terms and conditions
Unit	The hardware unit to be provided by or on behalf of ViriCiti, including its embedded software as well as any update and upgrade thereto
ViriCiti	Means ChargePoint, Inc. a Delaware corporation and successor entity to Viriciti LLC, using the trade name ViriCiti, or any affiliate of ChargePoint, Inc. that declares these terms and conditions applicable.

APPLICABILITY

1.2   These Terms and Conditions shall apply to all offers made by ViriCiti and to all Agreements.

1.3   Acceptance of a deviation of these terms and conditions detrimental to ViriCiti only applies to the transaction to which the deviation pertains.

1.4   Terms and conditions of the Client do not apply. To avoid misunderstanding, they also do not apply if they are referred to or printed on any Client purchase order or other document issued in respect of a ViriCiti quotation, or otherwise issued in connection with (the conclusion of) an Agreement, unless and in as far as ViriCiti unambiguously and explicitly agrees to the applicability of such terms and conditions or specific clauses contained therein in writing. To avoid misunderstanding: the mere signing or confirming such a purchase order or other document

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

1

does not constitute such agreeing on the terms and conditions contained therein or referred to therein.

2.   Offers and acceptance

2.1   Unless explicitly specified otherwise, all offers made by ViriCiti are non-binding.

2.2   Acceptance of a binding offer from ViriCiti is only binding for ViriCiti if the acceptance reaches ViriCiti within the term specified therein and, if the offer does not contain an applicable time period, if the acceptance reaches ViriCiti within ten days after the offer was made.

3.   Fees and payment

3.3   Unless otherwise agreed, ViriCiti invoices will be due and payable by Client in accordance with the following:

    a   A License for its full initial term, immediately after the system or the Unit it is sold for, has been delivered; and

    b   In the event no Units will be delivered, all Licenses for their full initial term within 14 days of the conclusion of the agreement; and

    c   Licenses for their full prolonged term, ultimately on the last day before the prolonged term commences; and

    d   Units and other Other Materials, including the installation thereof: in full before the start of the project; and

    e   Development costs: in full before the start of the project; and

    f   Other fees, if applicable, within 30 days of the invoice date.

3.4   Unless agreed upon otherwise or indicated otherwise, all fees are exclusive of VAT, withholding tax and other charges imposed by the government, customs charges, and transport, travel, insurance, communication and installation costs.

3.5   ViriCiti shall be entitled to adjust the agreed fees once per calendar year in accordance with the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics.

3.6   Client shall make all payments due to ViriCiti without discount or set-off.

3.7   Upon first request by ViriCiti, Client shall provide security, such as a letter of credit, for the fulfillment of its current and future obligations.

3.8   For Smart products (Smart Driving / Smart Charging / Smart Routes), a go-live date will be agreed upon during the contract phase, or at the latest the kick-off meeting which will be held directly after the contract/agreement phase, in writing between ViriCiti, the Client, and potentially third parties. In the case, the go-live date cannot be met, the following payment agreements are in place:

    a   If the go-live date is prevented by the Client or third party failing to deliver the agreed

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

2

requirements, the go-live date counts as the start date of the license, and 50% of the agreed license price is invoiced to the Client;

b   If the go-live date is prevented by ViriCiti failing to deliver the agreed requirements, the start date of the license will be postponed until all agreed functionalities are delivered and 0% of the license will be invoiced.

4.   Sublicense

4.1   If the Parties agree that Client is entitled to sublicense the Licenses, the following applies:

a.   Client shall inform ViriCiti of the name and company's details of the sublicensee and provide ViriCiti with the data necessary (to be determined by ViriCiti) to deliver ViriCiti's services to the sublicensee;

b.   Client ensures and warrants that:

(i)   The sublicensee shall, towards Client, be bound to clauses similar to the clauses in these Terms and Conditions in respect of performance, the (provision of the) Service(s), intellectual property and license, availability and maintenance, support, updates/errors/demands to the configuration, SLA, software included in the Units, warranties (including in respect of third party products and services), personal data, liability, confidentiality, terms and termination and amending the Terms and Conditions and any other clause that is relevant to outline the rights and connected obligations that the Client can sublicense; and

(ii)   The sublicensee is and shall remain aware of and bound by the correct description of ViriCiti's services in conformity with the annexes attached to the agreement Client is bound by as they are updated from time to time; and

(iii)   The sublicensee shall not be entitled to sublicense without the prior consent of ViriCiti; and

(iv)   The sublicensee shall enter into a data processing agreement with Client in accordance with the ViriCiti model if a data processing agreement is required; and

(v)   The sublicensee is informed correctly of all relevant elements of the Service(s); and

(vi)   All of the above shall be detailed in a written and duly digitally or otherwise validly signed instrument;

c.   In the event the sublicensee wishes to conclude an SLA, the preceding subclause b. applies, however sub i shall read "*similar to all the clauses of the SLA*."

d.   In the event Client assumes more liability or any additional indemnity obligation towards the sublicensee than ViriCiti has assumed towards Client under these Terms and Conditions, regardless the origins of such additional liability or indemnity:

(i)   This does not in any way amend, extend or infringe the liability clauses in this Terms and Conditions or lead to additional liability or an additional indemnity of ViriCiti in any other way; and

(ii)   Client indemnifies ViriCiti fully for any and all of such additional liability, including ViriCiti's reasonable legal costs in relation to such additional liability and/or indemnity;

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

3

e. Client must introduce in its agreement with the sublicensee a clause that shall allow for ViriCiti to claim with the sublicensee directly in the event of any confidentiality breach or any breach of the sublicensee's obligations in respect of intellectual property, without prejudice to ViriCiti's rights out of the applicable law.

f. To avoid misunderstanding: Client shall be entitled to enter into any and all financial arrangements with the sublicensee it shall deem fit.

4.2 Client is not entitled to use a License that it sublicensed itself.

4.3 Any act or omission of a sublicensee, shall be considered an act or omission of Client, without prejudice to the rights and remedies ViriCiti may have towards the sublicensee under the applicable (intellectual property) laws.

5. Performance

5.1 ViriCiti does not guarantee that the Units, the Service and related goods or services of ViriCiti shall function and be available without disruption, errors or defects or that all errors or defects shall be repaired. ViriCiti shall not be in default by the occurrence of such errors or defects.

6. The provision of the Service

6.2 Client shall ensure and shall be solely responsible for:

c The purchase, installation, set up, parameterization and tuning of any (auxiliary) software, hardware (such as, without limitation, data hubs) and services required for the Service (such as, without limitation, data transmission, internet and other connection, and storage services);

d Any interoperability required by Client;

Unless and in as far as ViriCiti shall have unambiguously agreed in writing to provide Client with such actions in respect of such software, hardware (such as the Units), services and/or such interoperability.

6.3 ViriCiti publishes or provides Client with a list of countries where ViriCiti supplies cellular services for. If ViriCiti is responsible for such cellular services, usage outside of these countries will lead to additional roaming costs which will be separately charged and invoiced to Client.

7. Intellectual property and License

7.1 All copyright and any other intellectual and industrial property rights as well as similar rights, including neighboring rights, database rights, rights for the protection of knowhow and confidential business information, in regard to the Service, the Units and all other software, goods or services delivered or provided by ViriCiti accrue exclusively to ViriCiti and/or its licensors.

7.2 The rights to use the Service and allow the User to use the Service as determined in these terms and conditions and in the Agreement granted to Client shall be non-exclusive, non-transferable and non-sub-licensable.

7.3 The preceding paragraphs of this article also apply to software specifically developed for Client.

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

4

7.4   Unless agreed otherwise in writing, Client shall only be permitted to use the Service within and on behalf of its own company or organization and shall not use the Service to process data on behalf of third parties, e.g. for services such as 'time-sharing', 'application service provision', 'software as a service' and 'outsourcing'.

7.5   Client shall not decompile, reverse engineer or analyze the Service.

7.6   If the Service is used in a manner other than as agreed upon between the Parties, outside the agreed period or for other purposes than within the organization of Client as a consequence of an act of Client or a User, the Parties agree that it would be impracticable to determine accurately the extent of the loss, damage and expenditure that either ViriCiti would have in such circumstances, therefore, the Parties agree that as liquidated damages if such an event occurs Client shall pay ViriCiti 200% of the fee that ViriCiti usually applies to such extended usage, with a minimum amount of $10,000 per incident and such liquidated damages shall be without prejudice to the other rights which ViriCiti may have pursuant to the Agreement or law.

7.7   Both Client and the User shall keep usernames and passwords for the Service confidential. Client shall be responsible and liable for every use of such usernames and passwords.

7.8   For the avoidance of doubt: for standard software which is required for the Service but which is not a part of the Service, such as operating system software, browser software, plugins, interface software and such, as well as other third party software which ViriCiti has indicated as excluded from the Service, Client and/or the User shall conclude a license agreement for all such ancillary software at its own expense.

7.9   Neither Client nor the User is entitled to make changes to or delete any indicia of ViriCiti's intellectual property rights in or at the Service or the Units or in the documentation thereof.

7.10   Neither Client nor the User shall delete or bypass technical security of the Service or the Units.

7.11   The Client will exclusively own the raw data generated by the Units. ViriCiti will analyse such data and share the results of such analyses with the Client if, and in as far, the Client has procured sufficient Licenses. The Client shall not be entitled to access the results of any analyses after the License(s) terminate(s). Without prejudice to the obligations of ViriCiti to share their results, the analyses themselves and the know how derived from them, will be exclusively owned by ViriCiti.

7.12   Without prejudice to the preceding subclause, ViriCiti shall at all times be entitled to process all (raw and/or personal) data uploaded to the Service for its own purposes or for the purposes of its group companies, which purposes include, without limitation: (i) improving their services and products (including the training of artificial intelligence); (ii) analysing and compiling information on use patterns in relation to sub (i); (iii) combining the data with other data which ViriCiti or any of its group companies has or will have collected in in relation to sub (i); (iv) pricing of their services and (v) any other processing the parties may agree on.

7.13   Client shall ensure that all Users or other persons whom have gained access to the Client's Units or the Service shall comply with the usage restrictions agreed upon in these Terms and Conditions. Non-compliance by a User or other person shall be regarded as non-compliance by Client itself.

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

5

7.14   With respect to software or other materials of third parties which are a part of the Service or the Units, Client and the Users shall have no more rights and obligations in such third party materials than ViriCiti has.

7.15   This clause 7 applies also to the software embedded in the Units.

8.   Retention of title

8.1   All Units or other tangible materials ("Other Materials") delivered or made available by ViriCiti shall remain the property of ViriCiti until Client has met in full the payment obligations under the Agreement and title shall thus pass to Client upon Client's satisfaction of its payment obligations in full.

8.2   Client shall protect and respect ViriCiti's property rights to the Units delivered or made available by ViriCiti. Client shall use commercially reasonable efforts to protect and safeguard the Units and Other Materials during the time that title in such Units and Other Materials remains with ViriCiti. Client shall be liable for any losses or damages to Units or Other Materials (whether arising from theft, fire, adverse weather, acts of God, civil unrest, accident or otherwise) and shall be obligated to pay the purchase price in full notwithstanding any loss or damage to Units or Other Materials following ViriCiti's delivery of such items.

8.3   If a third party attempts to impose attachment on Units or Other Materials delivered under retention of title or if a third party undertakes any action that has as its object to establish or invoke any rights in relation to such Units or Other Materials, Client shall promptly notify ViriCiti thereof.

8.4   If ViriCiti at any time wishes to exercise its property rights under the Agreement, Client hereby grants ViriCiti or any third party designated by ViriCiti the unconditional and irrevocable permission to enter the properties where the Units or Other Materials are located and repossess such Units or Other Materials.

9.   Availability and maintenance

9.1   ViriCiti shall use commercially reasonable efforts to make the Service available twenty-four hours a day, unless the access to the Service must be suspended due to maintenance of the Service or the systems of ViriCiti or of a third party appointed by ViriCiti. ViriCiti may temporarily shut down the Service entirely or partially for preventive, corrective or adaptive maintenance. ViriCiti shall shut down the Service for no longer than necessary, if possible outside of business hours and, if reasonably possible, after informing Client. The Parties acknowledge that in emergency situations (such as a hack or DDOS attack) notifying Client might not be possible.

9.2   In any event, ViriCiti shall not be in default if the access to the Service is impossible due to circumstances beyond its control. Such circumstances include, but are not limited to, the loss or unavailability of connection or services of third parties required to maintain the availability of the Service. such as (tele)communication providers and hosting providers. However, ViriCiti will use its commercially reasonable efforts to ensure that if ViriCiti selects such third parties, it shall select parties of good standing.

9.3   ViriCiti does not guarantee that the Service will function if the system for which it was designed (including the platform and/or the relevant API) is upgraded or in another way modified.

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

6

10. Support

10.1   Unless the Parties concluded an SLA (as detailed in clause 12), If the Parties have agreed that ViriCiti shall provide support to Client or a User, ViriCiti shall only advise i) during the term of the License, ii) by phone and e-mail, and iii) about the use and functioning of the Service, the Units and Other Materials. ViriCiti may set conditions about the qualifications and the number of Client's contact persons eligible for support. Properly substantiated requests for support shall be taken up by ViriCiti within a reasonable time. ViriCiti does not make any guarantee regarding the accuracy, completeness or timeliness of the support. Unless agreed upon otherwise in writing, support shall only be provided on working days during the normal opening hours of ViriCiti.

11. Updates/Errors/demands to the configuration

11.1   ViriCiti does not guarantee that the Units and the Service or the usage thereof will always be compliant with all relevant legislation and regulation. Client should, inter alia, control and ensure compliance with the locally applicable labour-, and privacy laws.

11.2   Unless agreed upon otherwise, Client shall be responsible for the management, including verification of the settings, the usage of the Units and the Service and the way in which the results thereof will be used. Client is also responsible for instructing each User how to use the Units and Service.

11.3   ViriCiti does not warrant or guarantee that the Service shall function without Errors and without interruptions. ViriCiti shall use commercially reasonable efforts to make the functionality of the Service conform with the official description upon delivery. This clause 11 is without prejudice to the obligations of ViriCiti, if any, from an SLA or other agreement to fix such Errors and interruptions.

11.4   If Client uses its own or third party software, hardware or (installation) services in connection with the Service or Units, ViriCiti cannot be responsible or liable in any way for the purchase, the operations and/or the interoperability and/or other communications with the Service of such software, hardware and services. Neither can, in that event, ViriCiti be responsible or liable in respect of lack of (integrity of) data collected, stored and transferred using such software, hardware or services.

11.5   Data generated or stored by or in relation to the Service or the Units may not be stored or disappear due to errors, interruptions, maintenance or the unavailability of the Service or the Units. ViriCiti shall in no event be liable for such loss.

11.6   Without prejudice to the other provisions hereof, ViriCiti shall always be entitled to apply temporary solutions or program bypasses or problem-avoiding restrictions to the Service and to drop or add certain functionalities.

11.7   ViriCiti is not obligated to provide upgrades of the Service.

11.8   Unless agreed otherwise in an SLA, if Errors occur, ViriCiti shall make commercially reasonable efforts to have fixed those Errors in the next version, or to release an update where the Errors have been fixed.

11.9   ViriCiti is not responsible for verifying the accuracy and comprehensiveness of the results from the generated data by the Units and Service. Client itself shall verify the results of the Service

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

7

and the results of the generated data by the service frequently.

12. Service Level Agreement

12.1   In a separate document (a Service Level Agreement or, "SLA"), ViriCiti may commit itself to:

    a   certain actions in the event of Errors; and/or

    b   providing support to Client; and/or

    c   guaranteeing a certain amount of uptime or availability;

    d   in accordance with the conditions of the SLA.

12.2   The actions referred to in the preceding paragraph may include – starting - the repair of Errors.

12.3   The SLA may always be amended unilaterally by ViriCiti, provided this amendment shall not materially degrade Client's rights to support thereunder.

12.4   In the event of an Error, Client's only right shall be to claim performance of the SLA.

12.5   Client shall inform ViriCiti about all relevant circumstances in order to achieve the service levels agreed to.

12.6   The availability measured by ViriCiti shall be deemed to be full evidence of such availability, provided Client does not provide overriding evidence of the contrary.

13. The Units

13.7   Unless otherwise agreed, ViriCiti shall deliver ordered Units and ordered Other Materials in accordance with the Incoterm "FCA", ChargePoint/ViriCiti Warehouse, Almere, the Netherlands". Regardless of the way the goods are delivered, FCA or otherwise agreed, Client shall pay or reimburse ViriCiti in respect of all clearing and import costs (custom charges).

13.8   The risk of loss, damages or depreciation of the Units or Other Materials shall transfer to Client upon the moment ViriCiti makes said goods available for unloading at the place of destination. Unloading is carried out at Client's risk. Notwithstanding the aforesaid, if and when ViriCiti arranges for transport, ViriCiti shall take out, for the account of Client, customary insurance for all risks involved in delivering the Units and Other Materials to the delivery location specified by Client. Risks exceeding the insured amount will be borne by Client.

13.9   ViriCiti shall only be obligated to install, configure and connect the Units if agreed upon specifically in writing between ViriCiti and Client.

14. Acceptance; Warranty of the Units and Other Materials

14.1   Client shall promptly examine the Units and Other Materials following delivery. Client shall examine and determine if the quality and/or quantity of the delivered the Units and Other Materials corresponds with the Agreement. Any visible defects must be reported in writing to ViriCiti within seven days after delivery. Non-visible defects must be reported in writing to ViriCiti immediately and in any event no later than within fourteen days upon the discovery thereof and within 30 days following delivery. Notification of any alleged defect must at least include a detailed description of the alleged defect, as to enable ViriCiti to respond adequately. Client must provide all necessary information to ViriCiti as to enable ViriCiti to examine the complaint.

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

8

14.2   ViriCiti warrants for a period of two years following delivery that the Units will materially conform to ViriCiti's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. The Parties may agree on an extension of such warranty period against an additional fee. The foregoing warranty shall apply with respect to any Units that are repaired or replaced with the period of the warranty beginning on the date of initial delivery (i.e., not the date of repair or replacement). The sole remedy for a breach of the foregoing warranty is repair or replacement (at ViriCiti's election) of the defective Unit. After the warranty period, ViriCiti shall not be in default or liable in any way, should a defect in a Unit occur. Regarding Other Materials, unless otherwise specified, this clause applies similarly.

14.3   A warranty on Units and Other Materials does not cover travel costs, transportation costs and damages caused by assembly or disassembly.

14.4   No warranty,neither explicit nor implicit, shall apply:

a   if Client, a User or a third party has made any alterations, modifications or changes to the Units or Other Materials without the express written consent of ViriCiti;

b   to defects caused by or the result of improper or inappropriate use, improper storage or maintenance by Client, a User or a third party;

c   if the Units or Other Materials are sold or transferred by Client to a third party;

d   if the Units or Other Materials are used for any purpose other than indicated, including the use not in accordance with the instruction manual or instructions given by ViriCiti

e   to defect caused by or arises from any circumstances that are outside ViriCiti's control, including but not limited to weather conditions (for instance, but not limited to extreme temperatures or rainfall), or

f   if Client does not satisfy any of its obligations under the Agreement.

14.5   Claims do not influence Client's payment obligations under the Agreement. Client remains obligated to accept and pay for the Units, Licenses, Development Costs and Other Materials in accordance with article 3 of these terms.

14.6   ViriCiti, at its sole discretion, is entitled to decide to either replace or repair defective Units or Other Materials.

14.7   The materials replaced by ViriCiti under warranty shall become ViriCiti's property after the replacement thereof.

14.8   The warranty does not include the performance of data conversion which may be necessary as the result of the defect, repair or replacement.

14.9   Client cannot invoke rights with regard to non-conformity of materials delivered other than as expressly set out in this article.

14.10   If a warranty claim has no merit, including a defect reported later than the warranty period set out in the first subclause of this article, Client will no longer be entitled to repair or replacement free of charge or any compensation by ViriCiti. Costs of performed work or recovery, including research costs, outside the scope of this warranty shall be charged by ViriCiti in accordance with the usual rates.

14.11   EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 14.2 VIRICITI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE UNITS, OTHER MATERIALS OR

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

9

SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

14.12   Parts manufactured or intellectual property produced by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Units, Other Materials or Services. Third Party Products are not covered by the warranty in clause 14.2. For the avoidance of doubt, VIRICITI MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

15.   Personal Data

15.1   Both Parties shall act in accordance with the obligations relating to personal data under applicable law.

15.2   ViriCiti processes personal data of the user and personal data of Clients contact persons, among others in order to execute the Agreement, as mentioned in more detail in the privacy statement.

15.3   Unless the Parties agree otherwise, ViriCiti shall store all data for one year after uploading. After that such data will be deleted. To avoid misunderstanding: reports and analysis will remain available to the Client during the term of the License.

16.   Liability

16.1   ViriCiti and all persons involved with ViriCiti (such as its directors, shareholders and employees) shall only be liable towards Client insofar this clause determines, without prejudice to other limitations of liability in these Terms and Conditions..

16.2   Without prejudice to ViriCiti's obligations out of the Agreement, ViriCiti shall not be liable for damages caused by the use of the Service, Units or Other Materials by Client or the User.

16.3   ViriCiti will in no event be liable for any damages, of any kind that:

a   are caused by or result from late, incomplete or incorrect information provided by Client;

b   are caused by or result from operating errors caused by Client;

c   are caused by or result from any act or omission of any third party engaged by Client

d   result from improper use;

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

10

e are caused by, or incurred in connection with, Client's and/or any third party's software, hardware and/or services, including, without limitation, such software, hardware and/or services used instead of the Units, installation services and/or any operability provided by Client and/or any third party;

f are caused by (the malfunctioning of) an internet- or other connection required for the access and/or use of the Service;

g are caused by or result from any advice given in any way, shape or form by ViriCiti to Client, other than advice provided in writing following a specifically written assignment to provide such advice as subsequently accepted in writing by ViriCiti.;

16.4 IN NO EVENT SHALL VIRICITI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO VIRICITI FOR THE GOODS AND SERVICES SOLD HEREUNDER DURING THE 6 MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO LIABILITY.

IF A FAILURE OR UNLAWFUL CONDUCT IS RELATED TO AN ASSIGNMENT TO PROVIDE A SERVICE OTHER THAN A SAAS SERVICE OR OTHER THAN ANOTHER SERVICE THAT IS DELIVERED OVER TIME AGAINST A RECURRING FEE, SUCH AS DEVELOPING CUSTOMIZED SOFTWARE FOR CLIENT, INSTALLATION SERVICES OR AN ADVICE, THE LIABILITY OF VIRICITI IS LIMITED TO THE FEE FOR THAT SPECIFIC ASSIGNMENT.

16.5 Liability shall at any time be limited to the direct damage suffered by Client. Direct damage only contains out-of-pocket costs which Client necessarily had to incur pursuant to the event giving rise to the damage. Without limitation, loss of goodwill, (possible) loss of (future) turnover or profit, claims of third parties because of other than direct damage, working hours of employees and such shall not be eligible for compensation. IN NO EVENT SHALL VIRICITI BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

16.6 The limitations of liability of ViriCiti do not apply if the liability is caused by gross negligence or intent of ViriCiti's management team or if and in as far as the liability cannot be limited because of applicable mandatory law.

16.7 Client must promptly notify ViriCiti of breach or default of this Agreement in writing. After receipt of a default notice, ViriCiti shall have a commercially reasonable period of time to attempt to cure a breach. The default notice shall contain a sufficiently detailed description of the breach or default in order to enable ViriCiti to react adequately.

16.8 Claims of Client under or in connection with the Agreement will expire after one (1) year, starting on the day that Client becomes aware or should have been aware of the grounds for the claim.

16.9 Client shall indemnify ViriCiti from any claim by any third party, including its personnel, based on the use Client makes of the Service, without prejudice to the obligations of ViriCiti under these

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

11

Terms and Conditions.

17. Force Majeure

17.1 No failure or omission by either of the Parties in the performance of any obligation under the Agreement shall be deemed a breach of the Agreement or create any liability if the same arises on account of force majeure. Force majeure on the part of ViriCiti shall include a situation of force majeure encountered by ViriCiti's own suppliers or contractors, governmental measures, amendments in the directions of supervisors, faults affecting the internet and other networks and/or electricity, war, riot, general transport problems, physical intrusion and an hack of ViriCiti's systems despite complying with these terms specified norms.

17.2 Without affecting any payment obligations pursuant to these terms and conditions, if a situation of force majeure lasts for longer than three months, both Parties shall be entitled to terminate the Agreement without liability. The Client shall settle the License fee on a pro rata basis for the amount of Services received.

18. Confidentiality

18.1 All Confidential Information provided by ViriCiti to Client or otherwise obtained by Client will be treated as confidential by Client, its representatives, employees and/or subcontractors and neither used other than for the benefit of ViriCiti or operation of the Units, Other Materials and Service nor disclosed to third parties without the prior written consent of ViriCiti, except insofar as required by law.

18.2 "Confidential Information" shall be deemed to be, without limitation:

a   matters of a clearly confidential nature and/or specified as confidential in writing;

b   trade secrets;

c   technical know-how of ViriCiti;

d   the specifics of the Agreement,

18.3 Client shall cause its representatives, employees and/or subcontractors to whom confidential information is disclosed to be bound by the confidentiality obligations set out in this article.

18.4 Client will be responsible to prevent any action or failure to act that would constitute a breach or violation of any of the terms, obligations and understandings of this Agreement by Client, a User, or Client's representatives, employees and/or subcontractors, which includes taking all reasonable measures, at its cost (including, but not limited to, court proceedings), to restrain Client's representatives, employees and/or subcontractors from prohibited or unauthorized disclosure or use of Confidential Information. Client agrees to notify ViriCiti without undue delay in writing of any misappropriation or misuse by any of its representatives, employees and/or subcontractors of Confidential Information of which it becomes aware. Client agrees that the acts or omissions of its representatives, employees and/or subcontractors in connection with the Confidential Information will be treated as the acts or omissions of Client.

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

12

19. Term and termination of the Agreement

General

19.1   Unless otherwise agreed, an Agreement will commence on the day it is signed by the last party or, if earlier, the day Client activates its first License. Unless agreed upon otherwise, an Agreement, other than a License, concerning the continuous delivering of services and/or goods that has been concluded for a specific term, shall automatically be extended with 12 months, unless terminated in accordance with **the following subclause**. In the event the Parties did not agree on an initial term for such an Agreement such term shall be 12 months.

19.2   Each Party may terminate an Agreement against the last day of a (prolonged) term in writing, giving at least a three months' notice.

License

19.3   Unless agreed upon otherwise, a License shall be concluded for an initial term of 48 months. Such term shall automatically be extended with 12 months, unless terminated in accordance with **the following subclause**.

19.4   Each Party may terminate a License against the last day of a (prolonged) term in writing, giving at least a six months' notice.

19.5   The terms of the Licenses granted may supersede the term of an Agreement and the Agreement will continue to be in force in respect of such Licenses.

19.6   If the Parties have not agreed upon a starting period for a License, the License will commence on the earlier of: three months of the date of the delivery of the Unit in respect of which the License has been granted, and the date the Client has received notice that he can activate the License. In the event no Units are delivered, the Licenses will start three months after the date the agreement is concluded.

General/License

19.7   Without prejudice to its statutory and other contractual rights to termination, ViriCiti is entitled to terminate or dissolve the Agreement (and, to avoid misunderstanding, in doing so terminating the Licenses granted thereunder as well) at any time with immediate effect by notice in writing without a notice of default to Client in any of the following circumstances, without incurring any liabilities whatsoever towards Client, if::

a   Client or a User uses or let someone use the Service or Units in violation of the applicable rights of use or usage restrictions and/or has breached any intellectual property rights relating to the Service or a Unit;

b   Client enters into liquidation or enters into any arrangement with its creditors or suffers any similar occurrence under the relevant legislation;

c   any change in (indirect) ownership or by any other means, that results in another party being able to exercise the (direct or indirect) ultimate control of Client than the party that could do that when the Agreement was concluded;

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

13

d   Client has filed for bankruptcy or is declared bankrupt.

19.8   The termination of the Agreement in accordance with these Terms and Conditions shall never cause ViriCiti to be liable for any compensation.

19.9   The termination of the Agreement does not discharge Parties from their current obligations. The termination explicitly does not discharge Parties from obligations regarding intellectual property rights, confidentiality, applicable law and the competent court and other provisions which by their nature should remain in full force after the termination of the Agreement.

20.   Miscellaneous

20.1   Without prior written consent of ViriCiti, Client is not entitled to transfer any of its obligations, rights or claims in relation to the Agreement and any transfer without the consent of ViriCiti is void *ab initio*

20.2   ViriCiti shall be entitled to transfer its company and/or the Agreement entirely or partially to a third party within the concern of ViriCiti or fully transfer its company. In such event, the third party shall fully take ViriCiti's place. Client shall upon first request of ViriCiti fully cooperate with the assignment of agreement.

20.3   Additions and amendments to the Agreement shall only be valid if agreed upon between the Parties in writing.

20.4   If at any time any term or provision in the Agreement or these Terms and Conditions 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 or these Terms and Conditions, but the enforceability of the remainder of the Agreement or the Terms and Conditions 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.

20.5   The applicability of the Convention on Agreements for the International Sale of Goods 1980 (CISG) is expressly excluded.

20.6   The (digital) administration and the (digital) data in ViriCiti's systems or the systems which are used on behalf of ViriCiti (such as logfiles), will provide full evidence on any and all of ViriCiti's statements unless Client provides overriding evidence on the contrary.

20.7   The Agreement and any agreements and obligations arising therefrom shall be governed by and construed in accordance with the laws of South Carolina. All disputes between the Parties arising under the Agreement and any agreements and obligations arising therefrom shall be submitted to the competent courts of Greenville County, South Carolina.

20.8   ViriCiti is entitled to amend these Terms and Conditions. The amended provisions shall be applicable to the Agreement, unless Client makes an objection against the amended provisions within four weeks after receiving the notice of the amendment of the Terms and Conditions. If Client makes an objection against the amended provision within the above mentioned period and the amendments result in a material worse position of Client, Client shall be entitled to terminate the Agreement without an obligation to pay compensation, if:

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

14

a   it notifies ViriCiti in writing that it wants to terminate the contract due to the amended provisions; and

b   ViriCiti does not notify Client within four weeks after receiving that notice, that ViriCiti is willing to continue the Agreement under the former conditions.

21. Signatures

....

By: Cassie Franklin

On behalf of: City of Everett

On: (Date)   12/12/2023

At: Not Used

....

By: Henrik Gerdes

On behalf of: ViriCiti

On: 12/12/2023

At: _____

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
EVERETT

Attest:
EVERETT   Office of the City Clerk

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell CA 95008 USA.

ADDENDUM

(WASHINGTON STATE TRANSPARENCY LAWS)

Vendor: ChargePoint, Inc.

Agreement: Agreements relating to Quotation Q-397322-1

The City of Everett and the above Vendor are parties to the above Agreement. Regardless of anything to the contrary in the Agreement, the parties agree as follows:

A. Scope. All provisions in the Agreement that require the City to not disclose information or otherwise preserve confidentiality are strictly limited to apply only to the following items:

> All Telematics information (including any telematics information formerly referred to as Viriciti) provided by Vendor to the City and marked confidential or proprietary at the time of disclosure or if the information should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure.

The items in the list above are each referred to as a "Confidential Record" or collectively as "Confidential Records."

If the Parties desire anything additional be Confidential Records, then a new addendum shall be executed by the parties. The City has no non-disclosure or confidentiality obligation under the Agreement with respect to anything that is not a Confidential Record as defined by this addendum.

B. Washington Public Records Act. Vendor acknowledges that the City is subject to the Washington Public Records Act, chapter 42.56 RCW and other Washington statutes related to open government (collectively, the "Act"). If the City receives a records request under the Act that requests any Confidential Records, then the City shall give reasonable written notice to Vendor. The City has no obligation to provide such notice for anything that is not Confidential Records. If Vendor desires that the Confidential Records not be disclosed, Vendor shall commence an action in Snohomish County Superior Court before the disclosure date. **The City has no liability whatsoever to Vendor for the disclosure of any record when that disclosure is consistent with the Act or with an order applying the Act entered by the Snohomish County Superior Court or a Washington appellate court.**

C. Agreement Not Confidential. Vendor acknowledges and agrees that the Agreement, work orders, service orders and similar documents

1

stating work to be done for the City, pricing for the City, and City-Vendor agreement terms and conditions are <u>never</u> confidential. All of these may be posted on the City's public website without notice to Vendor.

D. <u>No Obligation to Destroy or Return</u>. The City has no obligation to destroy or return any Confidential Record or any other record.

E. <u>No Employee Agreements</u>. The City has no obligation under the Agreement to require its employees to sign any agreement.

F. <u>Venue</u>. The exclusive venue for any dispute regarding the subject matter of this addendum is Snohomish County Superior Court.

G. <u>Addendum Controlling</u>. This Addendum controls any conflicting provision in the Agreement.

H. <u>Signature</u>. Execution of this Addendum by a party shall be legally valid and effective through any of the following: (i) executing a paper copy, (ii) execution by AdobeSign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email or otherwise in pdf format or other electronically scanned format. This Agreement may be signed in counterparts.

CITY:

_____
CASSIE FRANKLIN, MAYOR

ATTEST:

_____
OFFICE OF THE CITY CLERK

VENDOR:

H Gerdes

_____

By: Henrik Gerdes
Title: Chief Accounting Officer

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

EVERETT

2
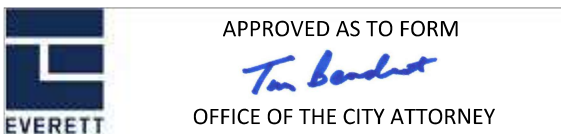
ChargePoint Telematics Agreement_120723_SD revised

Final Audit Report   2023-12-12

Created:	2023-12-11
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFlu7zvldhfmubK-Y-yPSushj41ydj4_0

"ChargePoint Telematics Agreement_120723_SD revised" History

📄 Document created by Marista Jorve (mjorve@everettwa.gov)
2023-12-11 - 11:49:21 PM GMT

✉️ Document emailed to Jenny Chang (JCHANG@EVERETTWA.GOV) for approval
2023-12-11 - 11:50:36 PM GMT

📄 Email viewed by Jenny Chang (JCHANG@EVERETTWA.GOV)
2023-12-12 - 6:22:44 AM GMT

✍️ Document approved by Jenny Chang (JCHANG@EVERETTWA.GOV)
Approval Date: 2023-12-12 - 4:08:41 PM GMT - Time Source: server

✉️ Document emailed to henrik.gerdes@chargepoint.com for signature
2023-12-12 - 4:08:43 PM GMT

📄 Email viewed by henrik.gerdes@chargepoint.com
2023-12-12 - 4:09:02 PM GMT

✍️ Signer henrik.gerdes@chargepoint.com entered name at signing as H Gerdes
2023-12-12 - 6:41:13 PM GMT

✍️ Document e-signed by H Gerdes (henrik.gerdes@chargepoint.com)
Signature Date: 2023-12-12 - 6:41:15 PM GMT - Time Source: server

✉️ Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2023-12-12 - 6:41:17 PM GMT

📄 Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2023-12-12 - 6:56:30 PM GMT

Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2023-12-12 - 6:56:41 PM GMT - Time Source: server

Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2023-12-12 - 6:56:42 PM GMT

Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2023-12-12 - 6:58:41 PM GMT

Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2023-12-12 - 6:59:19 PM GMT - Time Source: server

Document emailed to Marista Jorve (mjorve@everettwa.gov) for approval

2023-12-12 - 6:59:20 PM GMT

Document approved by Marista Jorve (mjorve@everettwa.gov)

Approval Date: 2023-12-12 - 7:16:50 PM GMT - Time Source: server

Agreement completed.

2023-12-12 - 7:16:50 PM GMT