AMENDMENT NO. ONE TO
MASTER APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
SOUTHERN COMPANY SERVICES, INC. AND CHARGEPOINT, INC.

AGREEMENT NO. 43987

This Amendment Number One (**"Amendment"**) to the Master Application Service Agreement is entered into between Southern Company Services, Inc. ("SCS") and ChargePoint, Inc. ("Provider") (collectively, the **"Parties"**). This Amendment becomes effective on the date it is signed by the last Party.

BACKGROUND

The Parties entered into Master Application Service Provider Agreement (Agreement Number 43987) on July 15, 2015. The Parties now desire to amend the Agreement.

TERMS AND CONDITIONS

For good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. All capitalized terms used, and not otherwise expressly defined, in this Amendment have the meaning given to such terms in the Agreement.

2. Scope of Amendment. The Agreement is amended as follows:

A. The Term of the Agreement is hereby revived, as though never expired, and will remain in effect until December 31, 2024.

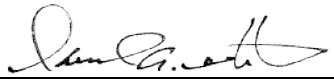
B. Agreement Section 13.1 (*Compliance with Applicable Law*) is revised to add the following language:

"Provider certifies that it does not acquire, import, transfer, or install Bulk Power System Regulated Equipment, as such term is defined in the United States Department of Energy, Prohibition Order Securing Critical Defense Facilities effective January 16, 2021, that (i) has been manufactured or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of the People's Republic of China, and that (ii) could be used by Company as a component of its Defense Critical Electric Infrastructure serving a Critical Defense Facility ("CDF"), as those terms are defined in Section 215A Federal Power Act, at a service voltage level of 69 kV or higher, from the point of electrical interconnection (at a service voltage level of 69 kV or higher) with the CDF up to and including the next "upstream" transmission substation."

Multiple originals of this Amendment may be executed, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Amendment may be circulated by the Parties electronically for signature and, once executed, the signatures appearing on such electronically transmitted documents shall be deemed originals.

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT AND PRIOR AMENDMENTS, IF ANY, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

Each Party has caused this Agreement to be executed by its respective duly authorized representative on the dates entered below.

SOUTHERN COMPANY SERVICES, INC.		**CHARGEPOINT, INC.**	
By:		By:	
Name:	David A. White	Name:	Henrik Gerdes
Title:	General Manager	Title:	Chief Accounting Officer
Date:	02/02/2022	Date:	



Agreement No. 43987

MASTER APPLICATION SERVICE PROVIDER AGREEMENT

THIS MASTER APPLICATION SERVICE PROVIDER AGREEMENT (**"Agreement"**) is entered into by and between **SOUTHERN COMPANY SERVICES, INC.**, acting for itself or as agent for its Affiliates (as defined below) (**"SCS"**) and **CHARGEPOINT, INC.** (**"Provider"**) and is effective on the last date executed by the signatories hereto, whether SCS or Provider (**"Effective Date"**).

BACKGROUND

SCS may, from time to time, desire Provider to provide certain products and services as may be requested by Company (as defined below), and Provider will provide such products and services as provided in this Agreement. In consideration of the foregoing, the mutual covenants and agreements made in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Affiliate" means any entity or person controlling, controlled by, or under common control with SCS, whether present or future, including, without limitation, Alabama Power Company, Georgia Power Company, Gulf Power Company, Mississippi Power Company, Southern Nuclear Operating Company, Inc., and Southern Communications Services, Inc. d/b/a SouthernLINC Wireless.

1.2 "Application Services" means the cloud services made available to Company by Provider, as further defined in **Exhibit A** (*Description of Services*).

1.3 "Change Order" means Company's written request to modify, change, or add to the Services requested in an Order.

1.4 "Company" means SCS or the Affiliate named in the relevant Order, or both, as applicable.

1.5 "Company Data" means all Company or Affiliate data provided to Provider by Company, its Affiliates, or a subcontractor of Company during the course of Provider's performance of the Services, including, without limitation, pricing and pricing structures, costs, business financial information, Company or Affiliate banking and account information, supplier lists and information, customer lists and information, business operations, and any other non-public information about Company or Affiliates to which Provider or Representatives may have access during the Term and/or in the course of providing Services hereunder.

1.6 "Contract Administrator" means the individual designated by each Party in an Order to be responsible for administering and coordinating all activities associated with that Order. Either Party may change its designated Contract Administrator by written notice to the other Party.

1.7 "Contract Price" means, collectively, the agreed upon purchase price for Equipment and Services purchased under this Agreement and any relevant Order, which will be stated and paid in United States dollars.

1.8 "Documentation" means the manuals, training materials, and product literature prepared or published by Provider that describe or relate to the Services, Equipment or the implementation, use, operation, features, functionality, capabilities, and maintenance thereof. Documentation also includes any additional documents that Provider may provide and are listed in an Order.

1.9 "Equipment" means all machines, equipment, hardware, materials, test gear, and all components thereof purchased by Company from Provider under this Agreement, as more particularly identified in Exhibit A or the relevant Order.

1.10 "Error" means any coding error, bug, or other problem in the Application Services that materially impacts their performance or capabilities as described in the Specifications.

1.11 "Order" means a purchase order, task order, agreement, contract, project authorization agreement, statement of work, work authorization, or other written authorization that is issued or executed by an authorized representative of Company and is either (i) if required by Company, executed by an authorized Representative or (ii) if execution is not required by Company, accepted by Provider (whether explicitly or implicitly, such as by Provider commencing performance). All Orders contain the information described in Section 2.3 (*Orders)* and any additional information pertinent to the Equipment and/or Services requested in the Order. Each Order authorizes the provision of Equipment and/or Services related to a particular project or projects and incorporates the terms and conditions of this Agreement.

1.12 "Party" in its singular or plural form means either Company or Provider, or both, as appropriate in the context.

1.13 "Personally Identifiable Information" or "PII" means, collectively, the following: (i) "**Sensitive PII**" which shall consist of any information regarding an individual, including: (a) personally identifying information that is explicitly defined as a regulated category of data under any data privacy or data protection laws or regulations applicable to Provider; (b) non-public information, such as a national identification number, passport number, social security number, or driver's license number; or (c) financial information, including, without limitation, a policy number, credit card number, bank account number and/or other payment card transaction data; and (ii) "**Contact-Related PII**" which shall consist of any information of an individual that is not Sensitive PII, that identifies an individual, including contact information, such as address and/or email address, that is protected by law or is associated with an account provided by Provider to an individual or to Company.

1.14 "**Persons Indemnified**" are Company, Affiliates, The Southern Company, the respective directors, officers, employees, representatives, agents, successors, and assigns of each of them, and all persons or entities claiming through them.

1.15 "**Protected Information**" means (i) with respect to Company, tangible or intangible non-public and/or proprietary business information and data that is owned by, controlled by, or in the possession of Company that is treated as confidential, proprietary, or otherwise not subject to public disclosure, including, without limitation, technical, business, marketing, financial, operations, personnel and customer information, Company Data, know-how, inventions, trade secrets, computer programs, databases, and network architecture; and (ii) with respect to Provider, tangible or intangible non-public and/or proprietary business information and data that is owned by, controlled by, or in the possession of Provider that is treated as confidential, proprietary, or otherwise not subject to public disclosure, including, without limitation, technical, business, marketing, financial, operations, personnel and customer information, Provider Data, PII, know-how, inventions, trade secrets, computer programs, databases, and network architecture, the Software, and Documentation. Protected Information also includes any documents, notes, or other materials that contain, reflect, or are generated from any Protected Information.

1.16 "**Provider Data**" means all data generated by, or collected by, Provider in connection with its operation of the System, but solely to the extent such data is collected from the Equipment or from drivers who sign up for a Company branded Provider card, including, without limitation, data on driver usage patterns pertaining to the Services, Contact-Related PII of third parties such as identifying driver data as may be requested by Company, and data generated through the Application Services. Notwithstanding anything contained in the immediately preceding sentence, Provider Data does not include Company Data, and Company may access and use Provider Data for internal business purposes as further described in Exhibits A and C.

1.17 "Representative" means (i) Provider , its affiliates (if any), and its subcontractors (if any); (ii) the officers, directors, employees (full time, part time, temporary, or leased), representatives, and agents of each of them; and (iii) all other persons or entities for whose conduct Provider, any affiliates, and any subcontractors are responsible in their performance under this Agreement or any Order.

1.18 "Services" means the services, functions, processes, responsibilities, activities, tasks, and projects to be performed by Provider under an Order to this Agreement, including, without limitation, provision of Software, Documentation, and the performance of Application Services, Support Services (as defined in Section 5), and services that are ancillary to the provision of the Equipment and Application and Support Services, including all implementation, set-up, development, support, maintenance, and training services, as further defined in Exhibits to this Agreement or an Order issued under this Agreement.

1.19 "Software" means any Provider or third party software programs licensed by Provider to Company or utilized in the provision of the Services, including, without limitation Messaging Extensions (as such term is defined in Section 8.1), together with all of the Software Updates provided as part of the Services.

1.20 "Specifications" means (i) the Documentation; (ii) any additional requirements indicated in a service level agreement or an agreed upon statement of work that are applicable to the Services and/or Equipment; (iii) the functionality and performance requirements for the Services and/or Equipment as indicated in an Order accepted by Provider or required by Company and agreed to by Provider in writing; and (iv) any functionality and performance characteristics of the Services, Software, or Equipment described in a proposal.

1.21 "System" means Provider's computer and related hardware, hardware configurations, operations systems and related firmware, proprietary software, and other software and related algorithms, required to enable Company to use the Services, together with any modifications, enhancements, and updates thereto.

1.22 "Updates" means all new releases, updates, upgrades, versions, or replacements, fixes, and enhancements with respect to Software and Equipment that Provider generally makes available at no additional charge to its customers who are current in payment of applicable annual fees or otherwise provides to Company under this Agreement.

1.23 "User" means any driver of an electric vehicle using the Equipment or any person signing up for an account with Provider that will enable such person to use the Equipment for the purpose of charging an electric vehicle.

1.24 "Work Product" means all works, works of authorship, enhancements, materials, software interfaces, programs, processes, data development, operating instructions, technical information, modification or enhancement of systems, documentation, drawings, specifications, reports, methods, apparatus, systems, derivative works, and the like prepared, developed, created, conceived, or delivered as part of or in connection with Software and/or Services pursuant to an Order, whether or not completed and whether created or developed by Provider by itself or jointly with Company or others. Unless otherwise agreed in an Order, all Work Product shall belong to Provider.

2. THE AGREEMENT

2.1 Term. This Agreement will commence on the Effective Date and will remain in effect for an initial term of three (3) years and will thereafter automatically renew for up to three (3) additional successive one (1) year terms, unless earlier terminated in accordance with the terms of this Agreement (initial term and each renewal term collectively, the **"Term"**). Unless otherwise stated in a notice of termination, the termination of this Agreement will not affect the obligations of either Party under any Orders that have been accepted but not yet fully performed, and the terms and conditions of such Orders and this Agreement will continue in effect with respect to the Equipment and/or Services that are the subject of those Orders until (i) the full performance and satisfaction of each such Order or (ii) the expiration or termination of each such Order, whichever event is earlier.

2.2 Scope of Agreement. This Agreement does not obligate Company to request any Equipment or Services from Provider, nor does it obligate Company to compensate Provider in any way unless and until Equipment is purchased and Services are provided in accordance with the terms of this Agreement and the applicable Order. Company is free at any time to contract for the same or similar equipment, software or services with any other person or entity or to perform such services itself.

A. Unless expressly accepted by a Party in a written amendment, any proposal to add to, delete, or in any other way modify the terms and conditions of this Agreement or any attempt by the other Party, through any means, to vary in any degree or scope any of the terms and conditions of this Agreement at any time during the Term is deemed material and is hereby rejected.

2.3 Orders. Company may specifically request Equipment and/or Services by the issuance of one or more Orders containing information of the nature described in Section 2.3C below (as applicable under the circumstances). Absent Company's issuance or execution of an Order, Company will not be obligated to pay for any Equipment or Services unless such performance is pursuant to a separate written agreement.

A. With respect to each Order, Company will be solely and independently responsible for its own obligations and liabilities, including, but not limited to, its liability for payment (if any) as defined in this Agreement. Nothing contained in this Agreement will make SCS responsible for any of the obligations of any Affiliate, nor will any Affiliate be responsible for the obligations of SCS or any other Affiliate.

B. The preprinted terms and conditions appearing on the reverse side of or attached to an Order (if any) will not apply to or become part of any Order, and no action by Provider, including, without limitation, acceptance of the Order, will bind or estop Provider with respect to any such term or condition. Any terms and conditions stated in an invoice or other written document of Provider are for the administrative convenience of Provider and are not a part of this Agreement or any Order, unless specifically adopted in writing by Company, and no action by Company, including, without limitation, the payment of any invoice in whole or in part, will bind or estop Company with respect to any such term or condition.

C. Each Order should include such information described below as is applicable under the circumstances giving rise to the issuance of the Order:

- Date of the Order;
- Agreement number assigned to this Agreement and the Order number;
- Complete description of the specific Services and/or Equipment, including Equipment quantities;

- The payment basis on which the Services will be authorized by Company and provided by Provider (e.g., hourly, daily, or project-based);
- The agreed hourly rate(s), if applicable;
- The not-to-exceed project Contract Price to be paid to Provider upon successful completion of the Order;
- Payment schedule (e.g., installations, total one-time payment);
- Whether or not Provider's travel expenses will be reimbursed and, if so, the billing limit for such expenses;
- Commencement and completion dates for performance of Services;
- Representatives assigned to perform Services;
- Company's instructions for submitting invoices associated with the Services and/or Equipment;
- Company's and Provider's Contract Administrator specific to the Order;
- With respect to Equipment, the delivery date(s);
- With respect to Equipment, the installation address and Party responsible for installation;
- Any other information that Company may deem to be necessary or useful in Provider's satisfactory performance of the Order.

D. Within seven (7) days after Provider's receipt of an Order, Provider shall accept or reject the Order in writing and return a legible copy of the accepted Order, or notice of its rejection, to Company's Contract Administrator. If an Order is unacceptable to Provider, Provider may reject the Order by promptly submitting to Company a written statement rejecting the Order and stating the modifications necessary to make the Order acceptable to Provider. If Company desires to accept any modifications proposed by Provider, then Company will accept the modifications to the Order in writing. Absent such written acceptance of Provider's proposed modifications, the proposed modifications will be deemed rejected and the original unmodified Order will be null and void unless Provider subsequently accepts it.

2.4 Change Orders. If Company initiates a request for changes in the Services, it will submit a Change Order to Provider. If Provider agrees to accept Company's Change Order, it will (i) submit notification of such acceptance in writing to Company within seven (7) days of its receipt of such Change Order or (ii) perform or commence performance of the changes as requested in the Change Order.

2.5 No Verbal Modifications. The Parties acknowledge that circumstances may require verbal negotiations between Company and Provider and agree that any changes or additions to an Order must be accepted in writing by both Parties to be valid.

2.6 Acceptance by Performance. Notwithstanding any of the foregoing provisions in this section, if Provider fails to provide written acceptance of an Order or a Change Order, Provider's performance or commencement of performance of the Services will constitute its acceptance of the Order or the Change Order. Acceptance of an Order or a Change Order will bind Provider to perform all obligations contained in the Order or Change Order in accordance with the terms and conditions of this Agreement.

2.7 Order of Precedence. In the event of any conflict or inconsistency of provisions among the documents governing Provider's performance in connection with an Order, the following order of precedence will govern the interpretation of such documents: (i) this Agreement, as amended from time to time; (ii) Change Orders (if any); (iii) Orders; and (iv) other documents that may be referenced in an Order for the purpose of creating a right or imposing obligation on the Parties.

3. SERVICES/EQUIPMENT ACQUISTION

3.1 Services. Provider will provide Services described in this Agreement, including its Exhibits, which are attached to and hereby incorporated herein, and any Services as further described in an Order, in accordance with the terms and conditions of this Agreement.

3.2 Service Level Agreement. Provider will meet or exceed each of the Service Levels defined in the Service Level Agreement set forth in **Exhibit B** (*Service Level Agreement*). Specific remedies for Provider's failure to meet such Service Levels are stated in the Service Level Agreement and in Section 12.3 (*Termination for Cause*).

3.3 Performance. All Services must be performed by qualified Provider representatives with suitable training, experience, skill and knowledge to perform the Services in a competent, diligent, and workmanlike manner in conformity with any and all applicable professional standards and in accordance with the terms of this Agreement.

3.4 Reproduction of Documentation. Company may reproduce, in whole or in part, the Documentation, regardless of whether the same may be copyrighted or otherwise protected as Provider's Protected Information;

provided, however, that such reproductions are subject to the same restrictions on use and disclosure as are set forth in this Agreement with respect to the applicable Documentation. All such reproductions will include any copyright or proprietary labels, legends, or notices placed upon or included in the Documentation by Provider.

3.5 Acceptance Test of Services and Equipment. Commencing on the Installation Date of the initial shipment of Equipment and, with respect to Provider product and services associated with the Efacec DC charging stations, the initial order of Efacec DC charging stations that Company will use in connection with the Application Services, Company will have a ninety (90) day acceptance test period during which it may accept or reject the Equipment and Services. Company may terminate this Agreement or an Order with no liability whatsoever to Provider (i) if the Equipment or Services do not consistently demonstrate the functionality described in the Specifications to Company's satisfaction; (ii) if in the reasonable discretion of Company, the Equipment or Services may adversely impact Company's operating environment; or (iii) the functionality contained in the Equipment or Services does not execute in accordance with the performance criteria set forth in the Specifications. During the acceptance test period, Provider will correct any errors in the Equipment, Services or Documentation identified by Company. If within ten (10) days following the expiration of the acceptance test period, Provider has not, to the satisfaction of Company, corrected the errors and Company rejects the Services and Equipment, Company will grant Provider an extension of time to make corrections, without prejudice to any other of Company's rights, or immediately terminate this Agreement on written notice to Provider in which case Company will be under no further obligation to Provider, and Provider will refund promptly to Company all fees, charges, and expenses paid by Company to Provider in addition to the remedies provided in this Agreement.

3.6 Training. Provider must provide qualified Representatives who are familiar with the functionality and performance of the Services to train an adequate number of Company personnel in the operation and management of the Services to allow Company to make optimum use thereof. Provider will perform such training at Company's discretion, at Company's facilities or through a WEBEX or other on-line training, at times mutually agreeable to both Parties. Any and all fees for such training Services are set forth in **Exhibit C**. Provider shall not be required to perform Administrator Training more than once unless otherwise agreed to between the Parties.

3.7 Risk of Loss. Unless otherwise agreed in writing by the Parties, all Equipment shipments will be F.O.B. Company's delivery location designated in the Order. Provider bears the risk of loss of Equipment at all times prior to delivery of such Equipment to Company's designated delivery location. Title to Equipment will pass to Company upon delivery to Company's delivery location designated in the Order unless otherwise set forth in the relevant Order or this Agreement.

3.8 Shipping. Provider will pay shipping costs for Company's initial Equipment Order. Company will pay shipping costs applicable to subsequent Equipment Orders as set forth in an Order provided that Provider utilizes standard ground delivery unless otherwise indicated in the Order. Provider assumes full responsibility for dealing with the carrier to ensure timely delivery, to resolve any billing or logistical issues, and to resolve any damages claims.

3.9 Delivery and Installation. Provider will deliver Equipment, at its risk and expense, to the delivery address and by the date specified by Company in the applicable Order. Equipment will not be deemed to be "delivered" unless and until all items described in the Order are delivered as required therein. Unless specifically agreed to in writing by Provider, Company is responsible for installation of the Equipment. If Provider is responsible for installation, it will begin installation in accordance with the Order and, upon completion of installation, will certify to Company in writing that the Equipment is installed and ready for use and the date on which Equipment is ready to undergo acceptance testing (**"Installation Date"**). If Company is responsible for installation of the Equipment, it will notify Provider in writing or electronically of the Installation Date. For purpose of clarity, delivery of Software via download does not constitute acceptance by Company.

3.10 Damages. Company will inspect Equipment prior to installation and will promptly notify Provider of any damaged or defective items. Provider will fix any order discrepancies and/or replace any damaged or defective Equipment as soon as practicable, but in no event later than ten (10) business days of receiving notice of such discrepancies or damages from Company

4. LICENSE GRANT; ESCROW

4.1 Provider License Grant. Provider hereby grants to Company and Affiliates a non-exclusive, fully paid license to use the Services in accordance with this Agreement during the Term.

4.2 Company License Grant. Company hereby grants to Provider a limited, non-exclusive, non-transferable, fully paid license during the Term to use the Company Data solely for the purpose of, and only to the extent necessary for Provider to develop, implement, and provide the Services in accordance with this Agreement.

Provider may not use the Company Data for any other purpose, including any other agreements or relationships between Company and Provider.

4.3 License Rights under the Bankruptcy Code. All rights and interests granted to Company hereunder are, for purposes of Section 365(n) of the United States Bankruptcy Code, including any equivalent foreign statutes (**"Bankruptcy Code"**), licenses of "intellectual property" within the meaning of Sections 101(35A) and 365 of the Bankruptcy Code. Provider acknowledges that Company, as a licensee of such rights and interests hereunder, will retain and may fully exercise all of its rights and interests under this Agreement and the Bankruptcy Code, and no subsequent sale or transfer of the intellectual property by Provider, or by any successor in interest to Provider, will terminate or modify Company's rights and interests under this Agreement, regardless of whether Company, or any successor in interest, receives notice of any such sale or transfer or objects to any such sale or transfer. Provider further acknowledges that any Orders are an "agreement supplementary to" this Agreement as such phrase is used in Section 365(n) of the Bankruptcy Code. If Provider, or any successor-in-interest to Provider, including a debtor-in-possession or trustee, rejects this Agreement under Section 365 of the Bankruptcy Code, Company will elect, and hereby does so elect prospectively, to retain its rights and interests to the intellectual property under this Agreement to the full extent permitted by Section 365(n) of the Bankruptcy Code, and hereby prospectively requests that Provider, and any successor in interest to Provider, comply with the requirements of Sections 365(n)(3) and (4) of the Bankruptcy Code. Provider further acknowledges that, without in any way limiting Provider's obligations, Company will be entitled to a complete duplicate of (and complete access to) any such intellectual property and all embodiments thereof upon written request by Company (i) upon commencement of a bankruptcy or insolvency proceeding by or against Provider, unless Provider or its representative or trustee elects to continue to perform all of its obligations hereunder, or (ii) if not delivered under clause (i) of this *License Rights under the Bankruptcy Code* section, upon the rejection of this Agreement by or on behalf of Provider.

4.4 Enjoyment of Rights. Provider will do all things reasonably necessary or desirable to ensure Company's rights pursuant to this Agreement are enjoyed by Company to the fullest extent permitted by applicable law or in equity, including granting access to, and delivery of, the Services and Escrow Materials (as defined in Section 4.7 (*Escrow*)) to Company, Affiliates and/or any escrow agent.

4.5 Updates. Provider will promptly implement into the Services such Updates, provided the Update does not materially impact in a negative way the performance or capability of the Services as described in the Specifications; provided that, nothing in this Section 4.5 shall be deemed to require Provider to maintain aspects of the Services that it is phasing out in accordance with its ordinary and customary end of life product management provided that Provider does not incorporate such phased out aspects into a different, higher priced Service. Provider shall promptly notify the Company of any Update that would materially impact in a negative fashion the performance or capability of the Services (which shall not include, for example, changes to look and feel or changes to user interface).

4.6 Outsourcing. Company may elect to outsource some or all of its data processing/information technology activities related to or impacting the Services. In the event of such election by Company, Provider consents to allow Company's third party outsourcing service provider, as designated in writing by Company, to use the Services for the benefit of Company to the same extent that Company may use the Services under the license granted in this Agreement, at no additional costs to Company or its third party outsourcing provider.

4.7 Escrow. The Parties may agree to place any software related to the Services in escrow. To the extent the Parties agree, then within thirty (30) days after the Effective Date, Provider will appoint Company as a beneficiary to a source code escrow agreement substantially in the form set forth in Error! Reference source not found. attached hereto (**"Escrow Agreement"**) for all software necessary to provide the Services, including, without limitation, Messaging Extensions (as such term is defined below), and all other materials reasonably required to maintain the Services (**"Escrow Materials"**) that will enable Company or a third party to provide the Service in the event of a Release Event (as defined below).

A. Release Event. The release events in the Escrow Agreement will include the following (each a **"Release Event"**), if there is no Escrow Agreement which provides Company with the Escrow Material, Company will be immediately be provided with the Escrow Materials if: (i) a trustee of Provider or a receiver of Provider's assets is appointed by any court; (ii) Provider makes an assignment for the benefit of creditors or goes into liquidation; (iii) Provider is unable to pay its debts as they mature; (iv) Provider is designated the debtor in any proceeding instituted under any provision of any bankruptcy or similar code; or (v) Provider or its successor entity voluntarily or involuntarily ceases to be active in developing, marketing or maintaining the Services.

B. License Grant. Company will obtain, upon a Release Event, the right and license (for itself, its Affiliates and its subcontractors), to use, modify, enhance, improve and copy the Escrow Materials in any format (e.g. executable code or source code) to support or enhance the Service for the use of Company and Affiliates.

C. Ownership of Enhancements. All intellectual property rights in any and all enhancements, improvements, or modifications that Company makes to the Services using the Escrow Materials after a Release Event will be deemed to be Company Property

5. SUPPORT SERVICES

5.1 Description of Support Services. Provider will provide support and maintenance services with respect to the Services and Equipment as described below that is consistent with the Service Levels set forth in Exhibit B, as well as provide any other services which Provider furnishes to users of services similar to the Services and Equipment (collectively, **"Support Services"**).

- Telephone and email consultation relative to the use and troubleshooting of the Application Services and Equipment unless Company purchases ChargePoint Assure in which case Provider will, in addition to such consultation, provide on-site troubleshooting and repair, and Provider will undertake commercially reasonable efforts to make the necessary repair to remedy the failure within ten (10) days of its receipt of notice thereof; provided that, Provider shall complete its remedy obligation within thirty (30) days of its receipt of Company's notice. If Company purchases ChargePoint Assure, Provider shall provide Company with a pro-rated credit (calculated with respect to actual down time in excess of ten (10) days) towards its network access fees for any station with respect to which repair has not been completed within such ten (10) day period;
- Prompt correction of any Errors in the Application Services (subject to Service Level response times described in Exhibit B) brought to Provider's attention by Company or any other source;
- Provision and support of Updates to improve the efficiency, reliability, or function of existing Equipment, Application Services, and Software features; and
- Delivery to Company of any and all fixes, corrections, and changes, including, without limitation, those relating to Application Services, the Equipment, and Documentation, reflecting corrective action taken by or on behalf of Provider (collectively, **"Corrections"**).

5.2 Point of Contact. Provider will identify in writing Points of Contact (**"POC"**) who will be responsible for ensuring that Provider is promptly responding to Company's requests for Support Services. The POC will be available to respond to requests for assistance with Support Services 24 hours per day, seven (7) days a week and 365/6 days per year. Any changes in the POC, or the temporary designation of an alternate POC if the primary POC will be unavailable for a period of time, must be made in writing at least 72 hours in advance of such change. Provider hereby designates the Points of Contact as:

Name: Scott Miller

Email: Scott.Miller @ChargePoint.com
Telephone: (617) 209-2278

Name: Ajay Agrawal
Email: Ajay.Agrawal@chargepoint.com
Telephone: (408) 370-3802

5.3 Fees. Provider will furnish Company with Support Services at no charge to Company so long as Company has purchased and has in place a current subscription to Provider Application Services; however, Company is not eligible to receive on-site troubleshooting and repair if it does not receive ChargePoint Assure.

6. DISASTER RECOVERY/BUSINESS CONTINUATION

6.1 Disaster Recovery Services. Provider will provide Disaster Recovery Services in accordance with the Disaster Recovery and Business Continuation Requirements set forth in **Exhibit** and the applicable Service Levels set forth in Exhibit B (collectively, the **"DR Services"**). In addition, Provider will, within ninety (90) days of the Effective Date or such later timeframe as may be approved by Company, develop a Disaster Recovery Plan (the **"DR Plan"**) adapted to the provision of the Services, which Provider will have the capacity to execute and perform as set forth in such DR Plan. The DR Plan will cover the critical personnel, backup processes, operations, systems, networks and processing used in the provision of the Services, as well as the process to restore and recover all individual systems, networks, data, and applications to full operation in the event of a failure, service interruption or disaster. The DR Plan will be subject to Company's review and audit, but Company's right to review and audit may be exercised no more than once per calendar year and at reasonable times and upon

reasonable notice. Provider may modify the DR Plan provided that the modification does not materially reduce the DR Services' ability to restore and recover as described above in this Section 6.1. All information obtained by Company during its review or audit shall be Protected Information under this Agreement. Provider agrees to implement and maintain the DR Plan as necessary to keep the plan current with applicable industry standards and best practices. The Parties agree that to the extent reasonably possible, all changes to the DR Plan and DR Services will be implemented using resources otherwise allocated to the provision of Services hereunder without additional cost or expense to Company.

6.2 DR Plan Testing. Provider will perform testing of the DR Plan at least annually and promptly provide Company with the results of such tests. Company will be permitted, in its discretion, to participate in such tests. If the DR Plan fails to meet its success criteria as mutually agreed by the Parties prior to the beginning of such test, Provider will promptly remedy any identified failures and as soon as reasonably practicable conduct another test of the relevant portions of the DR Plan (as mutually agreed by the Parties). Failure of the DR Plan to meet such success criteria two successive times will be deemed a material breach of this Agreement by Provider.

6.3 DR Procedures. Upon either Party's determination of a disaster or the possibility of the occurrence of a disaster situation, such Party will promptly notify the other Party, and Provider will implement the DR Plan. During any disaster, Provider will notify Company daily of the status of the disaster. Provider may retain a third party to provide or restore Services in the event that a disaster lasts in excess of twenty-four (24) consecutive hours or more than thirty-six (36) hours during any thirty (30) day period, and Provider will be liable for payment for such replacement services from the third party for so long as the disaster continues to the extent such replacement Services were subject to restoration or operation under the DR Plan or were prevented from operation due to Provider's failure to implement the DR Plan as required hereunder. Upon conclusion of a disaster, Provider will, as soon as reasonably practicable, provide Company with an incident report detailing the reason for the disaster and all actions taken by Provider to resolve the disaster.

7. WARRANTIES

7.1 General Representations. Each Party represents and warrants to the other that as of the Effective Date of this Agreement: (i) it is a corporation or other business entity duly organized, validly existing, and in good standing under the laws of the state of its incorporation or formation; (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement; (iii) the person signing on its behalf is authorized to execute this Agreement; (iv) as to Provider only, it is duly qualified to do business in and is in good standing with the officials of the state(s) in which the Services will be performed; and (v) no action, suit, or proceeding is pending or, to the best of its knowledge, threatened, that could have a material adverse effect on its ability to perform under this Agreement or on its operations, business, properties, assets, or financial condition.

7.2 RFP Response. Provider represents and warrants, as applicable, that Provider's response to any Company request for proposal (**"RFP"**) was accurate when submitted, and Provider acknowledges that Company relied upon Provider's response when selecting Provider.

7.3 Application Services. Provider warrants that the Application Services will conform to and perform in accordance with all Documentation, descriptions, Specifications, and Company internal security controls requirements for its providers as set forth in Section 11. Provider will, at no additional charge, furnish Support Services and any and all other Services necessary to correct any defects and non-conformities in the Application Services and place or maintain the Application Services in compliance with the Documentation, descriptions, and Specifications and all other standards set forth in Exhibits A and B to this Agreement.

7.4 Documentation. Upon delivery of Documentation to Company or Company's access thereof if provided by Provider via a URL, Provider warrants that all Documentation will consist of the then-current Documentation, and will provide all information necessary or desirable for accessing and using the Services and operating the Software and Equipment effectively and optimizing Company's use thereof. In the event of any nonconformance with this warranty, Provider, without charge, will promptly take action to correct any defects or nonconformance in the Documentation and bring the Documentation into conformance.

7.5 Services and Equipment Warranty. Provider warrants that it will perform all Services in a professional, workmanlike, effective, timely, and orderly manner using properly qualified Representatives with a view toward minimizing any disruption of Company's business operations and optimizing Company's use of the Services in accordance with the highest applicable industry standards and practices. Furthermore, Provider warrants that during the Term all Services, and the results thereof, will be accurate and in conformance with the Order and any and all professional standards that apply to or govern the Services. Provider warrants, for a minimum period of eighteen (18) months following the date of shipment or one (1) year from the date on which the Equipment is activated on the Provider's System, whichever occurs earlier, Equipment will be free of defects in materials and

workmanship and will conform to and perform in accordance with all Documentation and Specifications. Provider will correct any defects and nonconformities and replace or maintain the Equipment in compliance with the Documentation and Specifications at no charge to Company. If Provider is unable to repair any defective or nonconforming Equipment, Provider will promptly replace such Equipment without charge to Company. At Provider's option, Provider may use refurbished Equipment to replace any Equipment covered under warranty so long as such Equipment is in compliance with Provider's warranty obligations. Company will notify Provider in writing of any failure of Equipment to comply with this Equipment warranty section, and Provider will undertake commercially reasonable efforts to make the necessary adjustment, repair, or replacement to remedy the failure within ten (10) days of its receipt of such notice; provided that, Provider shall complete its remedy obligation within thirty (30) days of its receipt of Company's notice. Provider shall provide Company with a pro-rated credit (calculated with respect to actual down time in excess of ten (10) days) towards its network access fees for any station with respect to which warranty repair, adjustment or replacement has not been completed within the ten (10) day period described in the immediately preceding sentence. Provider must pay shipping charges to and from Provider's repair facility for any Equipment repair or replacement. Provider will pass-through or assign all third party warranties and indemnification rights to the extent such warranties or indemnification rights are assignable or may be passed through, at no additional charge to Company. During the Term, Provider will perform or facilitate the repair or replacement of any third party Equipment found to be in nonconformance with the relevant warranty during the applicable warranty period. If requested by Company, Provider will serve as the primary point of contact with the original equipment manufacturer or software licensor and will provide reasonable assistance to Company in pursuing warranty claims with respect to third party Equipment.

7.6 Use of Company Data. Provider represents and warrants that it will not use, reproduce, sell, distribute, or otherwise exploit Company Data (including data in an aggregated or de-identified form), and that its use of such data will be limited to such use as is necessary to perform and provide the Services to Company.

7.7 Use of Provider Owned Data. Provider shall provide Company with a non-exclusive, royalty free license to use Provider Data associated with Company's Equipment.

7.8 Licensing Rights/Warranty of Authority. Provider represents and warrants that: (i) it owns the Application Services and that it has the right to allow Company to use the Application Services in accordance with the provisions of this Agreement or has obtained such rights that would allow Company to utilize the Application Services in accordance with the provisions of this Agreement; and (ii) it owns the Equipment and that it has the right to sell, license, or otherwise allow Company to use the Equipment in accordance with the provisions of this Agreement or that it has obtained such rights as necessary to allow Company to utilize the Equipment in accordance with the provisions of this Agreement. Provider further represents and warrants that it has executed all necessary agreements with applicable third parties, including software publishers, third party component suppliers, and any other third parties whatsoever, to perform Provider's obligations set forth in this Agreement.

7.9 No Infringement. Provider represents and warrants that to the best of its knowledge (i) the Equipment, Software and Documentation, and the Company's use thereof, and (ii) the Services, and Company's receipt thereof, in each case will not infringe any U.S. patent or copyright, misappropriate any trade secret or any other proprietary right of any third party, and Provider has obtained, and will obtain, all rights and licenses required from third parties (including any rights attendant to post-employment restraints) to provide the Equipment, Software, Documentation, and Services and otherwise perform its obligations under this Agreement.

7.10 Quiet Enjoyment. Provider represents and warrants that the Application Services and Equipment are not subject to any lien, claim, or encumbrance inconsistent with the license rights granted in this Agreement and that Company may access and use the Application Services during the Term without any interruption by Provider or any party claiming by or through Provider, provided that Company performs its obligations under this Agreement. Provider further represents and warrants that title to all Equipment will pass to Company free and clear of all liens, claims, security interests, and encumbrances. If any person or entity that has supplied material or services in connection with the Equipment, Application Services or Documentation at the request of Provider files a lien of any nature against the Application Services, Equipment or Documentation, Provider, promptly upon demand by Company and at Provider's own expense, will take any and all action necessary to cause any such lien to be released or discharged.

7.11 No Harmful Code. Provider represents and warrants that the Equipment, Software, Services, and Updates (including the Application Services) do not and will not contain, at the time issued or delivered by Provider to Company, any program routine, device, malware, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse, or trap door that is designed to delete, disable, deactivate, interfere with, or otherwise harm the deliverables or Company's hardware, data, or other programs or that is intended to provide access or produce modifications not authorized

by Company (collectively, **"Harmful Code"**). Notwithstanding any other limitations in this Agreement, Provider agrees to notify Company immediately upon discovery of any Harmful Code that is or may be included in the Equipment, Software or Services and, if Harmful Code is discovered or reasonably suspected to be present therein, Provider agrees to take action immediately, at its own expense, to identify and eradicate (or to equip Company to identify and eradicate) such Harmful Code and carry out any recovery necessary to remedy any impact of such Harmful Code.

7.12 Open Source Software. Provider represents, warrants and covenants that Provider will only use open source Software (whether in source code or object code format) in accordance with the applicable open source Software license in Equipment it provides to Company or in providing any Services and/or creating any deliverables or Work Product pursuant to this Agreement. Upon Company's request, Provider must provide Company with a copy of the relevant license applicable to each piece of open source software it employs in connection with the Services or Equipment.

7.13 Unauthorized Access. Provider represents and warrants that it will (i) comply with industry standards employed by similarly situated providers to secure and defend the Services, PII and Company Data against "hackers" and others who may seek to breach the security of the Services including unauthorized access to the Services, PII or Company Data, or unauthorized modifications to the Services, PII or Company Data, (ii) notify Company pursuant to Section 11.6A (*Security*), and (iii) perform in accordance with industry standards to rectify any such breaches or modifications.

7.14 Processing of Date and Time Data. Provider warrants that the Application Services will accurately process, provide, and/or receive date data including, without limitation, multi-century and leap year date information and calculations and time information and calculations associated with changes to and from daylight saving time in accordance with the Uniform Time Act of 1966, 15 U.S.C.A. §260(a) (1994), as amended.

7.15 Data Processing and Transfers. With respect to any transfer of Company Data to or by Provider, Provider warrants that it (i) has full legal authority to process such Company Data in each jurisdiction in which such data will be processed; (ii) will use Company Data only for authorized purposes and in accordance with the terms of this Agreement; and (iii) has complied, and will comply, with all applicable law with respect to the processing or transfer of Company Data.

7.16 PII. In addition to its PII related obligations hereunder, Provider will process and transfer all PII in accordance with applicable law and regulations.

7.17 Export. Provider warrants that (i) it has complied with, and will continue to comply with, all applicable laws, rules and regulations of the United States and (ii) to the best of its knowledge, it has complied with, and will continue to comply with, all applicable laws, rules and regulations of any foreign country with respect to the exportation or importation of products, software, technical data or information outside of the United States or into the United States or into another country, including, but not limited to, obtaining any necessary consents and requesting or filing any documents with the Bureau of Industry and Security of the U.S. Department of Commerce (**"BIS"**), or any successor governing body. Provider agrees that it will not use, distribute, transfer, or transmit any products, software, or technical data or information in violation of the United States or another country's export laws and regulations. Provider will not directly or indirectly export or re-export software or technical data disclosed to it by Company to any country, or citizen of any country, prohibited by United States or other countries' export laws.

7.18 Hardware Configuration. Any equipment configuration designated by Provider will be adequate in all aspects for the Software to function in accordance with the Specifications and to fulfill information processing needs of the Software.

7.19 Remedies. If Provider fails to correct any breach of the warranty contained in Section 7.5 within thirty (30) days after Provider's receipt of notice of breach, Company may return the affected Equipment and Provider will immediately refund to Company any and all fees, charges, and expenses paid by Company to Provider under the applicable Order(s), and Company will be entitled to pursue any and all other remedies available at law or in equity.

7.20 NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS AGREEMENT OR ANY EQUIPMENT, SOFTWARE, DOCUMENTATION, OR SERVICES FURNISHED BY PROVIDER UNDER THIS AGREEMENT.

8. PROPRIETARY INTERESTS

8.1 Provider Proprietary Rights. The System (specifically excluding Company Data), Software (specifically including messaging extensions developed by Provider or a third party on its behalf that provides functionality in addition to that provided by native Open Charge Point Protocol ("**OCPP**") version 2.0 (the "**Messaging Extensions**"), and Documentation and all copies thereof, will remain the exclusive property of Provider. All applicable rights to patents, copyrights and trademarks will remain vested in Provider, and Company will not undertake to copyright, trademark or apply for a patent with respect to the System, Software, and Documentation. Provider will have exclusive title at all times to data input (other than Company Data input) and output (other than Company Data) arising out of the use of the System or Services, including, without limitation data on driver usage patterns pertaining to the Services and related reports provided by Provider hereunder; however, Company shall have access to such data and reports during the Term as further described in Exhibits A and C.

8.2 Ownership of Company Data and Ownership of Provider Data. All Company Data, whether in existence as of the Effective Date or compiled thereafter in the course of performing the Services, is and will remain the exclusive proprietary information of Company and, if applicable, Affiliates. Company owns all Company Data, and Provider's use of Company Data will be limited to such use as is necessary to perform and provide the Services to Company. Provider will provide Company access and the ability to export Company Data twenty-four (24) hours a day, seven (7) days per week and (three hundred sixty five/six) 365/6 days a year. All Provider Data, whether in existence as of the Effective Date or compiled thereafter in the course of performing the Services, is and will remain the exclusive proprietary information of Provider. Provider owns all Provider Data and Company's use of Provider Data will be limited to such use as is agreed upon by the Parties in this Agreement.

8.3 Pre-existing Materials. This Agreement does not restrict or deprive either Party of any of its rights or proprietary interests in any materials that existed prior to and independent of commencement of performance of Services (**"Pre-existing Materials"**). If Provider delivers Pre-existing Materials in connection with or as part of any Work Product to be owned by Company pursuant to the terms of this Agreement, Provider grants to Company and Affiliates a non-exclusive, fully paid, and irrevocable (unless Company breaches the terms of the license) license to use the Pre-existing Materials in connection with such Work Product and in accordance with this Agreement.

8.4 Work Product. All Work Product is "work made for hire" under applicable law if its related Order contemplates Company's ownership of Work Product. Company will have exclusive title and ownership rights, including all intellectual property rights, in all such Work Product. Provider acknowledges and agrees that Company will have sole and exclusive ownership of all intellectual property rights in and to all deliverables developed or prepared for Company by Provider pursuant to any such Order. Company grants Provider a limited license to use such Work Product solely for the purpose of performing Services for Company under this Agreement. To the extent that exclusive title and/or ownership rights may not originally vest in Company as contemplated by the Parties in an Order, Provider hereby irrevocably assigns all right, title, and interest, including any intellectual property and ownership rights, in the Work Product to Company and will cause Representatives to irrevocably assign to Company all such rights in the Work Product. Provider will, and will cause Representatives to, give Company all reasonable assistance and execute all documents necessary to assist with enabling Company to prosecute, perfect, register, or record its rights in any Work Product. Company's ownership rights under this Section 8.4 include firmware, source code, object code, operation instructions, interfaces, documentation, program images and text viewable on the Internet, any HTML or XML code relating thereto, any similar or related technology available during the Term or conceived in the future and any created at the request of Company in connection therewith, whether or not the applicable portion of the Services or the Order is completed or terminated. If an Order does not contemplate Company's ownership of Work Product, Provider grants to Company and Affiliates a non-exclusive, fully paid license to use such Work Product in connection with the Equipment and Services in accordance with this Agreement during the Term.

8.5 Trademarks License Grant. Company or Provider, as applicable, hereby grants to the other Party a limited, non-exclusive, non-transferable, fully paid license during the Term to use its trademarks or logos as approved by Company or Provider, as applicable, in writing and solely in connection with the Services. Unless a Party has consented to such use, the other Party may not use a Party's trademark or logo for any other purpose, including, without limitation, any other agreements or relationships between Company and Provider. Company and Provider each represents and warrants to the other that it has an absolute right to license its trademark or logo in accordance with the provisions of this Agreement or that it has obtained such rights as necessary to allow Company or Provider, as the case may be, to use such trademark or logo in accordance with the provisions of this Agreement. Company and Provider may each revoke its license grant described in this Section 8.5 on immediate written notice to the other.

9. PAYMENT AND INVOICES

9.1 Payment. Company will pay all undisputed amounts forty-five (45) days after receipt of an accurate and undisputed invoice, unless the applicable Equipment has not been activated on the Provider's System due to the fault of Provider. If the applicable Equipment has not been activated on the Provider's System during the forty-five (45) day period due to the fault of Provider, Company will pay such amount within forty-five (45) days of the date of activation. Provider will sell Equipment and provide Services to Company at the price(s) set forth in Exhibit C or in an Order. Provider shall fix the Network Service Plans, ChargePoint Assure, branding fee, and Other Products and Services (other than the bollard concrete mounting kit) fees set forth on Exhibit C for three (3) years commencing on the date of the initial Equipment Order, and Equipment and the bollard concrete mounting kit fees set forth thereon for one (1) year commencing on the date of the initial Equipment Order.

9.2 Invoices. Provider will invoice Company upon shipment for the Application Services and/or Equipment fees specified in the Order; for all other Services, Provider will invoice on a monthly basis in arrears unless otherwise provided in an Order. Provider may only invoice Company for performance rendered in accordance with this Agreement. All invoices must reference the agreement number assigned to this Agreement and the applicable Order (if any) and must be delivered to the invoicing address set forth in the Order. Provider agrees to use Company's then-current invoice processing system as an automated means by which Provider will submit all invoices to Company. If the invoice processing system is provided by a third party, Provider agrees to reasonably cooperate with such third party in the implementation and setup of Provider's account for use in submitting invoices to Company.

9.3 Expenses. If pre-approved in writing by Company, Company will reimburse Provider for actual and reasonable travel expenses necessarily incurred by Representatives for travel in connection with the performance of Services. Provider's invoices for reimbursement of travel expenses must include, at a minimum, (i) a statement of the purpose for the travel; (ii) dates of departure and return; (iii) name of each location visited; and (iv) total mileage for private automobile use and must be accompanied by legible copies of all receipts for automobile rental charges, public carrier transportation, lodging expense, and any other expense of $75.00 or more. All transportation by public carrier will be at coach fare rates.

9.4 Taxes. All fees, charges, and other amounts stated in this Agreement or an Order and payable by Company hereunder are exclusive of federal, state, and local excise, sales, use, service, and other taxes now or hereafter levied or imposed on the performance of this Agreement or on the Services or Equipment. Company will pay sales, use, and service taxes based on fees, charges, and amounts stated in this Agreement or an Order and payable by Company hereunder; provided, however Company will only pay sales, use, and service taxes levied or imposed by the federal, state, or local governmental body or bodies having jurisdiction to levy, impose, and collect said taxes in the location in which the Services are used or Equipment is sold (i.e., the place of sale). Provider will pay any and all other taxes, including any taxes or amounts due in whole or in part because of any failure by Provider or Representatives to file any return or information required by applicable law. Provider must list each tax included in an invoice as a separate line item. Taxes are not subject to mark-up of any kind.

9.5 No Additional Charges. Company will not be invoiced or liable for any charges, fees, or expenses other than those charges, fees, and expenses stated and expressly authorized in this Agreement, the relevant Order, or a written amendment executed by both Parties.

9.6 Audit. Provider will maintain, at all times during the Term and at no additional charge to Company, complete and accurate records and supporting documentation pertaining to all charges, invoices, reports and other financial matters under this Agreement. Company, at reasonable times and upon reasonable notice, exercisable not more than once per calendar year, may have its employees, agents, or internal or external auditors inspect all of the books and records of Provider relating to Provider's compliance with this Agreement. Company will conduct any such audit at Provider's principal place of business during Provider's normal business hours and at Company's expense. If any such audit reveals an aggregate discrepancy in the invoices not previously audited by Company of greater than five percent (5%), Provider will promptly remedy the errors, refund any overpayments, and pay Company for all costs incurred by Company in conducting any such audit. All information obtained by Company pursuant to the audit shall be deemed Protected Information under this Agreement.

10. PROTECTED INFORMATION

10.1 Treatment of Protected Information. Each Party agrees to hold confidential, refrain from unauthorized storage and disclosure of, and to exercise reasonable efforts (including implementing and maintaining reasonable administrative and organizational measures to protect, through both physical and technical safeguards, against the unauthorized access or unlawful use of data), consistent with the efforts each Party exercises to protect

information of its own that it regards as confidential (but in no case less than a reasonable standard of care) to keep in confidence and not disclose to unauthorized persons any Protected Information of the disclosing Party (**"Discloser"**). The receiving Party (**"Recipient"**) is authorized to disclose such Protected Information only to the employees or authorized subcontractors and consultants of Recipient and its Affiliates or affiliates who have a need to know consistent with Recipient's rights and obligations under this Agreement; provided, however, any such subcontractor or consultant must be under contractual or other written obligation to maintain the confidentiality of any Protected Information disclosed to it. Recipient will only use Protected Information in connection with its performance of this Agreement or as expressly authorized by this Agreement; including, without limitation, the use of PII in accordance with Provider's privacy policy and terms of use agreed to by Users.

10.2 Exceptions. The following information will not be considered Protected Information: (i) information legally obtained without restriction from a third party that is not under any obligation of confidentiality with respect to such information; (ii) information publicly available other than through fault or negligence of Recipient; and (iii) information developed or reverse engineered by or for Recipient independently of and without use of Protected Information.

For the purpose of the foregoing exceptions, disclosures that are specific (e.g., as to engineering and design practices and techniques, products, software, hardware, mechanics, operating parameters, etc.) will not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures that are in the public domain or in the possession of Recipient. In addition, any combination of features will not be deemed to be within the foregoing exceptions merely because individual features thereof are in the public domain or in the possession of Recipient, but only if the combination itself and its principle of operation are in the public domain or in the possession of Recipient. In order to preserve secrecy of the information and materials in this Agreement, the Parties agree not to disclose the terms of this Agreement to third parties.

10.3 Legally Required Disclosures. Unless otherwise prohibited by applicable law, Recipient will (i) immediately notify Discloser in writing of any legal process served on Recipient or Representatives for the purpose of obtaining Discloser's Protected Information and (ii) permit Discloser adequate time and control to exercise its legal options to prohibit or limit disclosure. In the event that any disclosure is required, Recipient or Representatives must furnish only that portion of Discloser's Protected Information that is legally required and must exercise its best efforts to obtain a reliable assurance that confidential treatment will be accorded Discloser's Protected Information that is disclosed.

10.4 Proprietary Notices. Recipient agrees not to intentionally remove from Protected Information any labels, legends, or other notices indicating the proprietary and confidential nature of the information contained therein.

10.5 Term of Protected Information. Except as provided in Section 12.6, Recipient's obligation to treat Protected Information confidentially will survive for a period of three (3) years from the termination or expiration of this Agreement, and, with regard to trade secrets, for so long as such items remain trade secrets under applicable law.

11. SECURITY

11.1 Security Requirements and Controls. Provider will ensure that Provider, Representatives, and its third party providers maintain the confidentiality, integrity, and security (both physical and electronic) of Company Data and Sensitive PII (Company Data and Sensitive PII are referred to collectively in this Agreement as "**Protected Data**") and Protected Data and Contact Related PII (Protected Data and Contact Related PII are referred to collectively in this Section 11 as "**Notice Data**"). Provider agrees to establish an information security program with respect to Notice Data that ensures the security and confidentiality of such data by protecting against any anticipated threats or hazards to, or unauthorized access to, disclosure or use of such data. Provider will establish and maintain network and internet security procedures, security gateways and firewalls with respect to such data, and such safeguards and procedures will be no less rigorous than those safeguards and procedures maintained by Provider for its own data of a similar nature.

11.2 Shared Environment. If Provider provides the Services to Company from a location that is shared with one (1) or more third parties, Provider will implement or has implemented a process, subject to Company's prior written approval, to restrict access in any such shared environment to that portion dedicated to the Services only to Representatives engaged in performing services relating to the Services. Provider has a shared environment with its co-location provider Rackspace, and Protected Data may be stored in Rackspace's co-location facilities. Subject to the provisions of the following sentence, Provider shall not store Protected Data in any shared environment other than its environment with Rackspace. Provider will not change its co-location provider to any less secure environment without Company's prior written consent.

11.3 Security Assessment Policies. Provider's information security policies will provide for (i) regular assessment (at least annually) of the risks to Protected Data and systems acquired or maintained by Provider and its agents and contractors, including (a) identification of internal and external threats that could result in a breach or unauthorized disclosure of such data, (b) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of such data and systems, and (c) assessment of the sufficiency of policies, procedures, and information systems of Provider and its agents and contractors, and other safeguards in place to control such risks, and (ii) protection against all such risks. Provider will report to Company immediately any breaches of security, failure to comply with Company security policy and protocol and unauthorized modifications, or access to, the Services to the extent it affects the Services.

11.4 Software Security Assessment. Provider shall perform a security assessment (**"Software Security Assessment"** or "**SSA**") on any software code or applications used in the Company environment or used in the provision of the Services (collectively **"Assessed Materials"**) to determine vulnerabilities once per year during the Term. In the event Provider identifies any vulnerability, Provider will notify Company thereof in writing and, at no cost to Company, immediately (but no later than three (3) business days from such determination; provided that, in the event any fix cannot reasonably be completed within such three (3) business day period, Provider will fix such vulnerability within a reasonable time) install and deploy all security patches, bug fixes, and/or modifications required to render such Assessed Materials free from the identified vulnerability. If Provider is unable to remediate any such vulnerability within the applicable period of time, Provider shall immediately notify Company, and Company, in addition to any other rights and remedies it may have, will be entitled to terminate the applicable Order without affording Provider an additional right to cure, and upon such termination, Company will be entitled to a pro rata refund calculated with respect to the unused portion of any Application Services subscription fees.

11.5 Data Security Assessments. Prior to being provided access to any Protected Data, Provider will complete the Company data security assessment review process, and Provider will implement System and process improvements identified by the Company data security assessment review process within a reasonable period of time as mutually agreed upon by Provider and Company. Provider further agrees that Company may, through a duly licensed firm designated by Company, perform on-site and remote evaluations and assessments of Provider's facilities and Systems to determine whether Provider's measures for safeguarding Protected Data conform to this Agreement.

11.6 Reporting Requirements. Provider will obtain and provide to Company, at Company's request and for no additional compensation, (i) an executed copy of an unqualified opinion, from independent auditors of national reputation engaged and compensated by Provider, of an examination in accordance with SSAE 16 or its equivalent *and* an AICPA SOC 2 Report (or at Company's request, applicable similar accounting standards in countries other than the United States for Services provided in such countries) of Rackspace's (or any successor co-location service provider's) controls and Systems relating to the Services, as of the end of the first and third calendar quarter of each year, which will be delivered not later than forty-five (45) days after the end of each such quarter; and (ii) within five (5) business days of its request, a certificate of an officer of Provider certifying that there has been no change in such controls and Systems or the successful operation of such controls and Systems since the date of the most recent opinion of such independent auditors (**"Provider Audits"**). If Provider is unable to timely deliver to Company an unqualified opinion or certification, Provider will (a) provide Company, on the date such opinion or certificate is delivered, or is due to be delivered, with a written statement describing the circumstances giving rise to any delay in delivering such opinion or certificate or any qualification to such opinion or certificate, (b) immediately take actions necessary to resolve such circumstances and deliver an unqualified opinion or certificate as promptly as practicable thereafter, and (c) permit Company and its external auditors to perform procedures and testing of Provider's controls and processes as are reasonably necessary for their assessment of the operating effectiveness of Provider's controls and of Company's internal controls applicable to the Services and the related business functions of Company. Company will have the right to provide all opinions and certifications delivered pursuant to this section to its investors, attorneys, accountants, and other advisors, who will be entitled to rely thereon and to disclose such matters as Company determines to be necessary or desirable. Provider agrees to make Representatives available to respond to Company's questions arising from Provider Audits.

A. Data Breach. Provider will notify Company in writing immediately upon the discovery of an actual or reasonably suspected loss, unauthorized disclosure, or unauthorized use of Notice Data (a "**Data Breach**") but in no event later than twenty-four (24) hours after the discovery of same. Provider will perform a root cause analysis and identify: (i) the nature of the unauthorized use or disclosure, (ii) the Notice Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Provider has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action

Provider has taken or will take to prevent future similar unauthorized uses or disclosures from occurring. Provider will fully cooperate with Company to investigate and resolve any data privacy or security issues involving Notice Data, including any Data Breach and/or notifications related thereto. Provider will be responsible for all costs, both internal and external, related to or arising from any Data Breach or reasonably suspected Data Breach, including investigation of the Data Breach, reasonable legal and accounting fees and expenses associated with Company's investigation of and response to such event, and providing notification to all individuals affected by the Data Breach and the recovery of Notice Data, if applicable. Any notice issued by Provider within twenty-four (24) hours of Provider's discovery of a Data Breach shall not be reviewable by Company; however, Provider shall provide the text of the notice to Company after issuance, and such notification shall not suggest that Company or its Affiliates is liable or otherwise responsible for the Data Breach. The provision and timing of subsequent notifications, if any, including the content, will be jointly agreed upon by Company and Provider, and Provider will issue such notifications in accordance with such agreement.

11.7 Location Requirements. Protected Data will be stored, processed, accessed, and/or viewed (collectively, **"Processed"**) exclusively in or from Provider's U.S. data centers on dedicated hardware not shared with any other customer. Provider will not perform any such Processing outside of the United States without the prior written approval of Company.

11.8 Inspection Rights. Company will have the right upon reasonable notice to have internal or external auditors, inspectors, regulators, employees or other representatives acting on its behalf that Company may designate from time to time to inspect facilities (including data centers), equipment, and records of Provider and its co-location service provider (if such inspection is permitted by such co-location service provider), and their respective facilities relating to Provider's compliance with the security and location requirements set forth in this *Security* section. Any such audit will be conducted at Provider's principal place of business or an allowed third party co-location facility, as applicable, during normal business hours and at Company's expense. If any such inspection reveals significant non-compliance with the security requirements of this Agreement, then Provider will promptly remedy any non-compliance to Company's satisfaction; provided, however, that if Provider is unable to remedy such non-compliance to the satisfaction of Company within ten (10) business days, then Company, in its sole discretion, will have the right to terminate this Agreement without penalty.

11.9 Media Disposal. Provider will remove all Protected Data from any media taken out of service, and destroy or securely erase such media in a manner so as to render Protected Data irretrievable. Provider will dispose of such media in accordance with industry best practices so as to protect against unauthorized access to or use of any Protected Data in connection with the destruction or erasure of such media.

11.10 Intrusion Detection. Provider will at all times during the Term maintain an intrusion detection system and will ensure that appropriate definitions are maintained. Provider will update its definitions within ten (10) days of its receipt of the release thereof. Provider will take reasonable precautions to ensure that its intrusion detection definitions are current and that its intrusion detection system is not bypassed. In the event any actual intrusion is detected, Provider will immediately notify Company within the time period described in subsection 11.6A.

11.11 Penetration Testing. Provider will provide an independent third party security assessment firm (reasonably acceptable to Company) access to that portion of its System which is behind its external firewall for the purpose of conducting penetration testing on an annual basis, subject to Company providing Provider with reasonable advance written notice of its request to conduct penetration testing. If any such testing reveals significant non-compliance with the security requirements of this Agreement, then Provider will promptly remedy any non-compliance such that the System complies with such requirements as determined by such third party security assessment firm; provided, however, that if Provider is unable to remedy such non-compliance within ten (10) business days, Provider will notify Company, and Company, in its sole discretion, will have the right to terminate this Agreement without penalty. For purposes of this Section 11.11, Coalfire is a third party security assessment firm reasonably acceptable to Company. During the Term, Provider covenants that it will cause the third party security assessment firm to include a reasonable amount of Company's charging stations in each penetration test such firm performs.

11.12 Injunctive Relief. In addition to any other rights Company may have under this Agreement or under applicable law, because unauthorized use or disclosure of Company Data would result in immediate and irreparable injury to Company for which monetary damages may not be adequate, if Provider or any Representative or third party provider uses or discloses, or in Company's sole opinion, is likely to use or disclose Company Data in breach of Provider's obligations under this Agreement, Company will be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance.

11.13 Physical and Technical Security. Provider will provide appropriate and adequate physical and technical security for the Application Services, including, but without limitation, the following:

A. Provider will have Representatives capable of identifying, categorizing, and responding to a security incident on duty 24X365.

B. Provider will promptly notify Company of any new potential security vulnerability that may disrupt or compromise the Services. This notification will include the probable risks and the time by which a security fix will likely occur. Provider will again notify Company upon the completion of the security fix.

C. Provider will begin work towards implementing necessary security fixes within four (4) hours of its receipt of notice or awareness thereof.

D. Provider will notify Company's security manager as soon as possible, but in any event within twelve (12) hours, if it believes that a Data Breach or other significant security event is in process.

E. If requested by Company, Provider will assist Company in preparing written responses to audit requirements or regulatory findings or investigations without additional charge; provided that, in the event that the Parties reasonably conclude that significant time will be required of Provider in connection with such audit or investigation, Provider shall be paid a reasonable amount in compensation for its time based on mutually agreed on rates.

F. Provider will begin shutting down ALL access to the Company's electric vehicle charging stations, or engage in such other activity as reasonably agreed to by the Parties, or any component of it associated with the Application Services, within fifteen (15) minutes upon request by Company's security manager.

G. Other than call center Services or offshore development of System code by Provider's subsidiary, Provider will not directly or indirectly subcontract, assign, or transfer, permit, or allow any portion of the Services, related support, or other activities under the Agreement offshore, meaning outside the continental United States, without the express prior written consent of the Company.

H. Provider will begin testing new versions of software/hardware addressing any significant security risk within two (2) weeks of release by the third party supplier and will complete the testing as quickly as commercially possible unless significant issues are discovered. If significant issues are discovered, Provider will actively work with third party supplier to resolve those issues and will keep Company apprised of the situation at least once per week.

I. Provider will have logical access controls that will ensure that only those individuals who require access to Protected Data in order to provide the Services or otherwise perform an obligation hereunder will have access to such data.

J. Provider will not store or transmit Protected Data as clear text. Provider will store and transmit Protected Data only in a secure and encrypted mode.

K. Provider will institute and maintain a separation of duties between application development, quality assurance, testing, and production environments, along with separation between systems, database, and application administration.

11.14 Intrusion Detection. Provider will implement an intrusion detection service based on commercially available products to monitor for suspicious network activity. The intrusion detection system will:

A. Monitor traffic outside the outer firewall;

B. Not be directly addressable as an in-band network device;

C. Maintain logs for a period of thirty (30) days on-line;

D. Archive logs for a period of one (1) year;

E. Be directly monitored by Provider either through a web or custom interface;

F. Be monitored 24X365 by security knowledgeable Representatives; and

G. Updated within forty-eight (48) hours of release of a new version or attack profile by the software supplier.

H. Provider will keep and maintain updated source code for all software programs related to the Services.

I. Provider will notify Company in accordance with the requirements set forth in subsection 11.6A (*Data Breach*) of the Agreement after the discovery of any Data Breach into Provider's physical and/or technical security systems.

11.15 Host Security. Provider will have three (3) security components in place for Internet facing servers: (i) "hardened" operating system (OS) builds; (ii) on-host security monitors (utilizing Tripwire, RealSecure, or other

proven provider); and (iii) a secure audit log repository. Provider's data center will comply with the requirements for SSAE 16 and SOC 2 as set forth in Section 11.6 (*Reporting Requirements*) of the Agreement.

11.16 Secure Audit Repository. Provider will log the following information to a secure audit repository:

A. Root access to any E-Commerce server including IP address of user and original user name;

B. Any OS patch or OS configuration changes and the user and IP address making them;

C. Any changes to files in the web application directories, and the user and IP address making them;

D. Any log file deleted;

E. Any log file changed by the non-owning process;

F. Account creation, deletions, and modifications (OS not application);

G. Failed attempt to access data;

H. Failed login;

I. Log open;

J. Log closed;

K. Service start/stop not on boot;

L. Start/stop of server; and

M. Changes to firewall configuration files.

11.17 Encryption. Provider will encrypt Protected Data in transit and at rest. Encryption keys used to encrypt Protected Data must be at least 128 bits in length for symmetric keys and at least 2048 bits in length for asymmetric keys. Provider shall ensure that encryption keys are protected in accordance with industry standards. Access to encryption keys must be governed by *M of N* controlled access where no one person alone can view or modify the contents of the key container.

11.18 Penetration Test Reports. Provider's third party PCI audit requires Provider's systems to pass penetration testing. Provider shall timely provide Company, on an annual basis, with an attestation of compliance from the third party PCI auditor. Provider must ensure that remediation measures taken in response to penetration tests performed by the third party PCI auditor remain in place during the Term. Provider must resolve any deficiencies identified during such tests within three (3) months of receipt of notice of such vulnerability from the third party PCI auditor. If Provider does not correct the vulnerabilities or deficiencies identified during penetration testing during the re-test, Company, in its sole discretion, may terminate the Agreement, and Provider will refund the unused, prorated portion of Application Services charges paid (in addition to any other remedies to which Company may be entitled).

12. TERMINATION

12.1 Termination by Provider. Provider may terminate this Agreement or the applicable Order for cause only if: (i) Company fails to pay undisputed fees due thereunder within forty-five (45) days of the date on which they are due, and (ii) Company fails to cure such failure within fifteen (15) days of receipt of written notice from Provider.

12.2 Termination for Convenience. Company has the right to terminate this Agreement for convenience at any time on ninety (90) days' prior written notice to Provider. Upon receiving notice of termination, Provider will discontinue affected Services and cancel Company's order for affected Equipment subject to the above limitation on the date and to the extent specified in the termination notice, except as needed to continue any portion of the Services or Equipment Order not terminated, if so directed by Company. Provider will refund the unused, prorated portion of pre-paid Services fees paid with respect to Services terminated under this Section 12.2.

12.3 Termination for Cause. Except as otherwise provided in this Agreement, if Company, in its sole discretion, determines that any of the following conditions has occurred during the Term, Company will have the right to immediately terminate this Agreement or any Order: (i) Provider fails or is unable to perform its obligations under the Order to the reasonable satisfaction of Company (including a breach of this Agreement) and fails to cure within thirty (30) days of its receipt of written notice of such breach; (ii) Provider becomes involved in a labor problem that, in the opinion of Company, unacceptably impedes or slows down the Services or the fulfillment of an Equipment Order; (iii) Provider fails to commence correction of defective Services or Equipment promptly after notification of defect and to continuously and vigorously pursue correction of defect until the Services are completed or Equipment defect is cured to the satisfaction of Company; (iv) Provider makes a general assignment

for the benefit of its creditors; (v) Provider lacks the financial stability that Company, in its sole discretion, deems appropriate under this Agreement; (vi) Provider has a receiver appointed because of insolvency; or (vii) Provider files bankruptcy or has a petition for involuntary bankruptcy filed against it; (viii) Provider's failure to comply with the security or location requirements set forth in Section 11 (*Security*); or (ix) upon the occurrence of a Service Level Termination Event, as defined in Exhibit B. If Company terminates an Order before Provider commences performance of any Services under that Order, no payment will be made to Provider pursuant to such Order. Provider will refund the unused, prorated portion of pre-paid Services fees paid with respect to Services terminated under this Section 12.3.

12.4 Termination Assistance. In the event of the expiration or termination of this Agreement or the discontinuation of all or part of the Services being provided under this Agreement, Provider will cooperate with Company to facilitate the orderly transfer of Services to Company or a successive service provider provided the Parties have agreed on the scope and fees associated with such transfer in a mutually signed Order. If the Parties enter into such Order and unless otherwise provided in such Order, Provider will continue to provide the Services which were provided by Provider prior thereto and any new services requested by Company that may be required to facilitate the transfer of the affected Services and/or Company Data maintained therein to Company or a third party service provider, as applicable, including providing to Company or such third party personnel training in the performance of the affected Services (the **"Termination Assistance Services"**). Termination Assistance Services will be provided at the rates in effect immediately prior to the expiration or termination of this Agreement, except as to any new services requested by Company, which will be provided at commercially reasonable rates no less favorable than those charged to similarly situated customers immediately prior to the expiration or termination of this Agreement. Further, Provider will, upon Company's request, assign to Company or its designee all third party licenses used to provide Services to Company that were previously paid for by Company. At no additional cost and unless otherwise provided in such Order, Provider will provide to Company and any designated third party service provider: (i) in writing, applicable requirements, standards, policies, operating procedures and other documentation relating to the Services to enable Company to operate the Equipment on a third party network used to provide services similar to the Services; and (ii) necessary access to the Systems and sites from which the affected Services were provided.

12.6 Return or Destruction of Company Data and Protected Information. Within ten (10) days following expiration or termination of this Agreement, or following the completion of a project for which Company Data or Protected Information has been accessed, or at any time upon written demand, Provider or Company, as the case may be, will (i) promptly deliver to the other all Company Data and Protected Information (including without limitation all data, records, backup copies, redundancies and reports regarding the business of the Company and Provider and the Services stored and/or recorded on any medium utilized) in such format as may be reasonably requested by Company or Provider, as the case may be and in such hard copy as then exists, (ii) permanently delete, destroy, and/or erase any and all copies of Company Data and Protected Information saved or stored on any and all media, including media or servers owned or controlled by a third party provider, provided that any archival or backup copies, or copies saved for similar purposes, shall not be subject to the provisions of this Section 12.6, but shall continue to be protected by the provisions of Section 10, regardless of any time limitations contained therein, and (iii) certify in writing by an officer of Provider that Provider has completed and complied with the foregoing requirements.

13. BEHAVIOR STANDARDS AND COMPLIANCE

13.1 Compliance with Applicable Law. Provider will comply, and will require Representatives to comply, at all times with applicable law. Without limiting the generality of the foregoing obligation, Provider agrees that it will adhere to (i) all labor laws and regulations (including the use of U.S. citizens or properly documented alien workers under the Immigration Act of 1990 and the Immigration and Nationality Act of 1952, as amended, and including the Department of Homeland Security's E-Verify requirements, if applicable); (ii) all safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (as it may be amended, including, without limitation, OSHA General Industry Regulations 1910.269 and 1926 Subpart V) and by any state or local health or safety authority with jurisdiction over the Services; (iii) all applicable data privacy laws, including, without limitation, laws related to the transfer, processing, loss or unauthorized disclosure of data; (iv) all applicable regulations, standards, white papers, or directives of any applicable governing agencies, including, without limitation, the Federal Energy Regulatory Commission (**"FERC"**) and the North American Electric Reliability Corporation (**"NERC"**), if applicable; and (v) the Cyber Security Standards contained in the Reliability Standards for the Bulk Electric Systems of North America (**"NERC Standards"**) (including, without limitation, NERC Standard CIP-002-1B.R.3 and NERC Standard CIP-004), if applicable. Provider will indemnify, defend, release, and hold harmless the Persons Indemnified from and against all Claims (as defined in Section 15

(Indemnification)) for damages and costs incurred by the Persons Indemnified arising from the violation of applicable law by Provider or Representatives.

13.2 Payment Card Industry Data Security Standards. Throughout the Term, Provider must: (i) comply with all of the then current Payment Card Industry Data Security Standards ("**PCI DSS**") in connection with its transmission, storage and processing of payment card information, including, but not limited to, primary account numbers, security codes, and authentication data, (collectively, "**Payment Card Information**") that it receives from Company, its customers, or other third parties; and (ii) upon request, provide, at least annually, an Attestation of Compliance to Company that is issued by a PCI authorized Qualified Security Assessor ("**QSA**") based on the QSA's annual assessment of System. System components subject to a QSA's assessment must include all components Provider uses with respect to Provider's transmission, storage and processing of Payment Card Information relating to the Services provided to Company. If Provider provides Equipment or Software to Company that transmits, stores, or processes Payment Card Information, then said Equipment or Software must comply with the then current PCI DSS at the time of its delivery to Company.

13.3 OCPP. Effective July 1, 2015, all Equipment delivered to Company and Software must operate in accordance with OCPP Version 2.0 Core, as such term is defined in Exhibit F to the Agreement, to ensure interoperability with third party electric vehicle charging stations and related network management systems that also function in accordance with OCPP Version 2.0 Core. Provider is in the process of developing Messaging Extensions (as defined in Section 8.1) to OCPP in order to enable functionality not covered by OCPP. The Messaging Extensions developed by Provider are, and will remain, its sole and exclusive property. No later than June 15, 2015 and in no way limiting Provider's OCPP Version 2.0 Core obligations under this Section 13.3, the Parties' designated points of contact shall meet to determine Provider's progress towards operating EV charging Equipment and Software in accordance with OCPP Version 2.0 Core and to schedule tests, which are described in subsection 13.3A necessary to demonstrate whether the Equipment and Software so operate. Commencing on the Effective Date, Provider will also provide Company with bi-weekly updates on the progress of its implementation of OCPP Version 2.0 Core prior to such meeting. When available, Provider will also: (i) deliver Equipment to a mutually agreed on third party for purposes of Open Charge Alliance ("**OCA**") (or other mutually agreed upon standards organization) approved Compliancy Tool verification or verification by another Compliancy Tool, as agreed by the Parties; (ii) submit network communication instances to a mutually agreed on third party as needed for purposes of verification by the mutually agreed on Compliancy Tool; and (iii) provide certificates or letters issued by such third party to Company certifying that such Equipment and charging network pass Compliancy Tool verification and operate in accordance with OCPP Version 2.0 Core (or other open platform protocol adopted by Provider and others in the electric vehicle charging industry). With respect to any Equipment delivered to Company prior to July 1, 2015 that is in commercial operation, Provider will wirelessly transmit (at no charge to Company) a software update, including, without limitation, Messaging Extensions, to such Equipment that will enable it to operate in accordance with OCPP Version 2.0 Core no later than September 15, 2015. In Company's sole discretion, Company may elect to replace the July 1, 2015 deadline described above with a deadline of August 1, 2015 based on the update provided by Provider in the mid-June OCPP Version 2.0 Core implementation update meeting.

A. Provider will permit and enable Company and a mutually agreed on third-party (e.g., EPRI) to perform the following tests at Company's facilities; provided that, information delivered to the Company and the third-party auditor under subparts (i) and (ii) of this Section 13.3A shall be deemed to be Protected Information under the provisions of Section 10:

(i) **Audit OCPP Server Logs.**

To enable Company and such mutually agreed on third-party to conduct an audit of OCPP server logs, Provider will deliver a data extract consisting of a minimum of one (1) week's worth of messages going back and forth between Provider's OCPP 2.0 Core enabled stations and Provider's OCPP 2.0 Core server. Provider will indicate in extract for Company and such third-party's review which commands are OCPP Version 2.0 Core versus Provider developed Messaging Extensions. Provider will assist Company as needed in interpreting data. The test described in this subpart (i) will be complete when Company and/or such third-party verifies use of OCPP Version 2.0 Core in extract and appropriate use of Messaging Extensions.

(ii) **View Live OCPP Messaging.**

Company and such third-party will travel to California at Provider's expense in order to view the real-time exchange of OCPP messages between Provider's OCPP enabled station and OCPP server. To enable such viewing, Provider will provide a laptop on which Company and such third-party can view the live messaging exchanges between station and server. The test described in this subpart (ii) will be complete

when Company and/or such third-party verifies use of OCPP Version 2.0 Core in extract and appropriate use of Messaging Extensions.

13.4 Compliance with Site and Security Rules and Regulations. Provider must ensure that Representatives, while on any Company work site, comply with all of the most recently updated Company site and security rules, regulations, policies, special conditions, and guidelines, including electronic communications policies. Upon request, Company will provide such rules and policies to Provider. If at any time during the Term, Provider or Representatives fail to comply with Company's site and security rules, regulations, policies, special conditions, and guidelines, Company may exercise all legal and equitable remedies, including the right to refuse access to a work site, the right to have Representatives removed from a work site, and the right to terminate any Orders pursuant to which such Representatives have obtained access to a work site.

13.5 Compliance with Drug and Alcohol and Background Screening Guidelines. Provider will be committed to maintaining a drug and alcohol-free workplace and ensure that all Representatives working under a contract between Provider and Company or who are otherwise present on a Company work site, are free from the effects of drugs and/or alcohol. Provider understands and acknowledges that Company's rules, regulations, policies, and eligibility guidelines may require certain Representatives to undergo drug and alcohol screening and/or a background investigation to meet certain eligibility guidelines. Without limitation, if at any time during the Term Company learns that Provider or any Representatives do not comply with, or fail to meet the requirements of, Company's drug and alcohol screening or background investigation guidelines, Company, in its sole discretion, may exercise all of its legal and equitable remedies, including the right (i) to prohibit noncompliant Representatives from entering a work site, (ii) to remove noncompliant Representatives from a work site, and (iii) to request that the noncompliant Representatives not perform Services under this Agreement.

13.6 No Toleration of Unacceptable Behaviors (Ethics). Provider and Representatives must at all times conduct their business activities pursuant to this Agreement in a highly ethical manner and in compliance with applicable law. Representatives must not, at any time, exhibit the following behaviors:

- Harassment or discrimination of any kind or character, including, but not limited to, conduct or language derogatory to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, sexual orientation, or any other protected class that creates an intimidating, hostile, or offensive working environment. Specific examples may include, but are not limited to, jokes, pranks, epithets, written or graphic material, or hostility or aversion toward any individual or group;
- Any conduct or acts such as threats or violence that creates a hostile, abusive, or intimidating work environment. Examples of such inappropriate behaviors may include, but are not limited to, fighting, abusive language, inappropriate signage, use or possession of firearms on a work site, destruction of Company's or Affiliates' property or the property of their employees, and the threat of any of the foregoing activities;
- Work practices that are unsafe or harmful to the natural environment;
- Use of Company's or Affiliates' computers, email, telephone, voice-mail system, or other communication system that in any way involves material that is obscene, pornographic, sexually oriented, threatening, hostile, abusive, or otherwise derogatory or offensive to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, sexual orientation, or any other protected class;
- The use of, being under the influence of, or possession of alcoholic beverages or unlawful drugs on a work site;
- Engagement in any activity that creates a conflict of interest, or appearance of a conflict of interest, or that jeopardizes the integrity of Company, Affiliates, or Provider (including, but not limited to, providing gifts and gratuities to Company employees); and
- Posting in any social media forum (Facebook, Twitter, blogs, etc.) or communicating in any other public setting in a manner that violates any of the provisions of this Agreement, regardless of whether those postings or communication are made using Company resources, Provider resources, or any Representative's resources, during or outside of work hours. Examples include, but are not limited to, divulging Protected Information or making harassing or discriminating statements about, or directed at, employees or customers of Company or Affiliates. No Representative will imply or in any way indicate that he/she speaks on behalf of Company or Affiliates in any social media forum or any other public setting. Company reserves the right to monitor all communication made by Representative on Company-owned equipment, including laptops, cellular telephones, and portable computing devices (e.g., Blackberry, Smart Phone, etc.) and Representative has no reasonable expectation of privacy in such communications. Company's right to monitor includes, but is not limited to, the right to archive, store, and forensically recover electronic communications on Company-owned equipment.

A. Provider will communicate these required behaviors to all Representatives that assist Provider in its performance of Services. Provider will, at a minimum, comply with these behavior standards and will require and ensure that all Representatives comply with the same behavior standards during the Term.

B. Provider will indemnify, defend and hold harmless the Persons Indemnified from and against any and all Claims presented or brought against the Persons Indemnified however caused and regardless of whether arising out of the joint, concurrent, or contributory negligence of Persons Indemnified, including, without limitation, reasonable attorneys' fees and costs, arising from Provider's failure, or the failure of any Representative, to comply with any behavior standards. For the avoidance of doubt and without in any way limiting Provider's obligations to defend the Persons Indemnified as described in the immediately preceding sentence, the immediately preceding sentence shall not be construed to mean that Provider is precluded from claiming that contributory negligence or willful misconduct on the part of a Person Indemnified contributed to the loss during the adjudication of the Claim. Notwithstanding anything in this Agreement to the contrary, in the event that Company, at any time in its sole discretion, concludes that Provider or a Representative has breached the obligations under this section, Company will have the right, in addition to all remedies that may be available at law or equity, to terminate this Agreement immediately and without penalty.

C. If a Representative observes a Company or Affiliate employee doing, or is ever asked by a Company employee to do, something the Representative considers to be unethical, illegal, or in violation of the applicable behavior standards, Provider will, upon receiving notice from the Representative, notify Company's or Affiliate's management immediately or call the Concerns Program at (800)754-9452.

13.7 General Services Administration Flowdown Provisions. Certain Affiliates are government contractors under an Areawide Public Utilities Agreement with the General Services Administration of the United States Government. Under certain contractual circumstances, Company may need to comply with (and require Provider and Representatives to comply with) certain sections contained in the Federal Acquisition Regulations (**"FAR"**) as set forth below. Upon written request, Company will provide the full text of any of the sections.

52.203-3	Gratuities (APR 1984);
52.203-6	Restrictions on Subcontractor Sales to the Government (SEPT 2006);
52.203-7	Anti-Kickback Procedures (MAY 2014);
52.219-8	Utilization of Small Business Concerns (OCT 2014);
52.219-9	Small Business Subcontracting Plan (OCT 2014);
52.222-21	Prohibition of Segregated Facilities (FEB 1999);
52.222-26	Equal Opportunity (MAR 2007);
52.222-37	Employment Reports on-Veterans (JUL 2014)
52.222-40	Notification of Employee Rights under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.222-54	Employment Eligibility Verification (AUG 2013); and
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)

A. Provider warrants and represents that neither it nor any Representatives are debarred, suspended, or proposed for debarment as a contractor or subcontractor to any department, agency, or other division of the United States Government. In the event that Provider or any Representatives become debarred, suspended, or proposed for debarment during the Term, Provider will immediately notify Company verbally and in writing.

B. Provider certifies that no federal funds have been paid or will be paid to any person including any registered lobbyists for influencing or attempting to influence an officer or employee of any federal agency in connection with this Agreement or subsequent amendments of this Agreement.

C. If Provider is subject to the requirements set forth in Federal Acquisition Regulations 52.219-9, Provider will, (i) adopt a subcontracting plan ("Plan") that complies with the requirements of 52.219-9; (ii) provide a written copy of that Plan to Company; and (iii) if requested, provide timely periodic report(s) to Company that reflect the amount paid to subcontractors who are a small business concern, veteran-owned small business concern, service-disabled veteran-owned small business concern, HUBZone small business concern, small disadvantaged business concern, or women-owned small business concern.

13.8 Equal Employment Opportunity. Company and Provider shall abide by the requirements of 41 CFR 60-300.5(a). **This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** Company and Provider shall abide by the requirements of 41 CFR 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability**

and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.9 Safety and Health. Provider will be solely responsible for the safe performance of Services, including the safety of Representatives and the public. Such responsibility includes compliance with the applicable safety, site, and security policies and procedures of the work site to which Representatives gain access. Provider must coordinate all safety and work rules and procedures with Company and all Representatives. Provider warrants or covenants that, before performing Services at each Work Site, it will have communicated and discussed with Company the characteristics of the Services and the Work Site that are related to the safety of the Services, including, as applicable to the Services, any environmental, electrical, or voltage conditions relating to safety. Provider further covenants that it will instruct Representatives regarding any such information supplied by Company and agrees that it shall advise and notify Company and Representatives of any unique hazardous conditions presented by the Services, including any such conditions found or identified during the Services.

13.10 Audit Rights. Provider agrees to maintain complete documentation and records concerning compliance or noncompliance with applicable law or the terms of this Agreement. Provider shall maintain such records for the longer of (x) three (3) years or (y) as required by applicable law. Throughout the Term and for the longer of either (i) three (3) years after the termination or expiration of this Agreement, or (ii) as required by applicable law, Provider will maintain and allow Company representatives, during normal business hours and upon reasonable notice, to examine, audit, and make copies of all documentation and records of Provider (and, if applicable, its affiliates) related to this Agreement, and otherwise cooperate fully to assist with any audit conducted relating to compliance or noncompliance with the terms of this Agreement or applicable law. If Company maintains the requested records in electronic format, Provider will provide its accounting records to Company's auditors in suitable electronic data format. Company shall be entitled to exercise its audit rights no more often than once per calendar year.

14. INSURANCE

14.1 Insurance Requirements. Provider, at its expense, will procure and maintain in effect, and, except to the extent described below, will require any Representatives not covered under Provider's policies to procure and maintain in effect, without interruption during the Term, policies of insurance providing, at a minimum, the coverages and limits specified and complying with the other requirements stated below:

- **Commercial General Liability** insurance (or equivalent) on an occurrence (not claims made) basis, in an amount not less than $1 million for any one occurrence, including broad form contractual liability coverage, products liability and at least two (2) years completed operations coverage, broad form property damage coverage, and severability of interest for each insured. This insurance must not exclude liability coverage for bodily injury or property damage arising from errors and omissions in the rendering of (or failure to render) professional services.
- **Business Auto Liability** insurance covering any owned, non-owned, and hired vehicles in an amount not less than $1 million combined single limit for bodily injury and property damage for any one occurrence.
- **Statutory Workers' Compensation** covering the legal liability of Provider under the applicable worker compensation or occupational disease laws of the state or federal government for claims for personal injuries and death resulting therefrom to Representatives in amounts required by statute. Provider will have **Employer's Liability** insurance covering Provider in an amount not less than $1 million.
- **Excess liability or umbrella liability** insurance in an amount not less than $10 million for Provider and $4 million for Representatives not covered under Provider's policies for any one occurrence. Any excess liability or umbrella policy will be applicable to the general liability, auto liability, and employer's liability policies that are required.
- **Errors and Omissions or Professional Liability** coverage, including technology errors and omissions coverage, with a limit of $1 million per each claim and $1 million annual aggregate for claims or liability related to, arising out of, or based upon the Services performed by Provider or Representatives, and such coverage must cover Provider and Representatives for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data). If Provider obtains a claims-made policy, Provider will maintain continuous coverage in effect at least three (3) years beyond the completion of the Services through continuous renewal of the same policy or purchase of extended discovery period or retroactive insurance dated back to at least the date of the beginning of any Services. The provisions of this paragraph shall not be applicable to Representatives not covered under Provider's policies.

14.2 Subrogation. Provider and Representatives hereby waive and relinquish, and if required by the above policies, must require their insurer(s) to issue an endorsement thereto to waive and relinquish, any right of subrogation against the Persons Indemnified they might possess for any policy of insurance required under this Agreement, other than the Information Security/Cyber Insurance/Technology Errors and Omissions and the Errors and Omissions/Professional Liability coverages, or under any state or federal workers' compensation or employers' liability act; except that, with respect to a Claim in Georgia, the subrogation waiver will not extend to a Claim resulting from the sole negligence or willful misconduct of a Person Indemnified or of an additional insured, except as permitted by applicable law.

14.3 Additional Insureds. The Persons Indemnified shall be included as additional insureds to the Commercial General Liability, Business Automobile Liability and Excess or Umbrella Liability insurance policies described above with respect to liability arising out of or relating to Services and/or Equipment; provided that, in the State of Georgia, additional insured status will not apply in the event of the sole negligence or willful misconduct of the Persons Indemnified.

14.4 Certificates. Provider must notify Company in writing at least thirty (30) days before the effective date of any cancellation of or material change in any of the required policies. Provider agrees to submit to Company, certificates of insurance evidencing the coverage prescribed by this Agreement and certifying the amount and nature of such coverage, the expiration date(s) of each applicable policy, and that such policies have been endorsed as required by this Agreement. Provider will furnish to Company additional information concerning its insurance coverage as Company may reasonably request. In no event, however, will Company's collection and retention of such certificates (or decision not to collect and review such certificates) create any responsibility on the part of Company to verify the appropriateness and validity of Provider's insurance, to notify Provider with regard to any matter related to its insurance, or to ensure that the insurance requirements above have been satisfied; nor does such collection and retention create a waiver by Company of any of its rights in connection with such insurance. All such certificates of insurance will be submitted to Company at the following address:

Southern Company Services, Inc.
Attention: Manager, Corporate Supply Chain
Bin 10080
241 Ralph McGill Boulevard, NE
Atlanta, GA 30308

14.5 Deductibles. To the extent that Provider or Representatives use deductibles in conjunction with the insurance required by this Agreement (including self-insurance), all deductible expenses will be assumed and paid by Provider or Representatives and will be considered as Provider expenses and not part of reimbursable expenses associated with this Agreement, any Order, or any indemnification obligation.

14.6 No Waiver. The obligations for Provider to procure and maintain insurance will not be construed to waive or restrict other obligations of Provider or to limit the liability of Provider whether or not same is covered by insurance.

14.7 General Requirements. Insurance is to be placed with insurers with a Best's rating of no less than A- VII or equivalent. Provider's insurance and the insurance of any Representatives must be primary insurance with respect to the Services provided for Company and the Persons Indemnified. Any insurance or self-insurance maintained by Company is in excess of Provider's and Representatives' insurance and will not contribute with it.

14.8 Provider's Property. Provider will be solely responsible for and will bear the risk of loss of or damage to any property of Provider and any property for which it is responsible, wherever located, and any insurance provided for such property will be solely at Provider's expense.

15. INDEMNIFICATION; LIMITATION ON LIABILITY

15.1 General Indemnification. To the fullest extent permitted by applicable law, Provider will indemnify, defend (with counsel of its own choosing provided such counsel has the requisite expertise to defend the applicable Claim (as such term is defined below)) and hold harmless the Persons Indemnified from and against any and all loss, damage, costs (including, but not limited to, attorneys' fees, expert fees and expenses, court costs, and any notification related costs arising out of a data breach, loss, or unauthorized access to data), or liability resulting from any and all demands, claims, suits, costs, fines, penalties, proceedings, or actions of any kind or character (**"Claim"**) presented or brought against the Persons Indemnified caused by, arising out of, or related to any act or omission of Provider or any Representatives, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable that is in any way associated with or connected with any obligation of Provider, right of Company, or the Services or Equipment in whatever manner the same may be caused and regardless of whether the same may be caused by or arise out of the joint, concurrent, or contributory negligence

of the Persons Indemnified or any other persons or entities not a party to this Agreement; provided, however, if any Claim is determined to have been caused by the sole negligence or willful misconduct of the Persons Indemnified, then Provider will not be liable under this *General Indemnification* section. (For the avoidance of doubt and without in any way limiting Provider's obligations to defend the Persons Indemnified as described in the immediately preceding sentence, the immediately preceding sentence shall not be construed to mean that Provider is precluded from claiming that contributory negligence or willful misconduct on the part of a Person Indemnified contributed to the loss during the adjudication of the Claim.) Provider's indemnity obligation will include, without limitation, court costs, attorneys' fees, costs of investigation, forensics, data recovery, notification related costs, damage to reputation, business continuity and disaster recovery costs resulting from the loss or unauthorized access of data, costs of defense, expert fees and expenses, settlements, and judgments associated with any Claims. Provider will further be liable for the costs of repair or replacement of any property of the Persons Indemnified that is damaged by any negligent act or omission of Provider or Representatives under this Agreement.

15.2 Intellectual Property Indemnification. Provider will indemnify, defend (with counsel of its own choosing provided that such counsel has the requisite expertise to defend the Claim described in this Section 15.2) and hold harmless the Persons Indemnified from any Claim presented or brought against any Persons Indemnified that is based (in whole or part) on a claim that any Software, Services, Documentation, Equipment, Work Product, deliverables, processes, or Provider technology that is a part of third party equipment purchased by Company from a third party, or any part of any of them, constitutes a misappropriation of, an unauthorized use, or an infringement of any trade secret, copyright, trademark, patent, or any other proprietary right of any third party in the United States. Provider agrees to pay all costs and expenses of investigation and defense relating to such Claim (including, but not limited to, an advancement of attorneys' fees, expert fees and expenses, and court costs) and pay any settlement or judgment arising out of any such Claim.

In an effort to resolve a Claim described in this Section 15.2, Provider will, at its sole expense, make good faith efforts to expeditiously resolve the Claim, including, without limitation, seeking the following: (i) procuring for Company the right to continue using the Infringing Item; (ii) modifying the Infringing Item so that it becomes non-infringing yet equivalent in function and performance; or (iii) in the event Provider loses on the merits, replacing the Infringing Item with non-infringing equivalent in function and performance; provided that, Provider shall not be required to engage in any of the above required actions if, in the reasonable opinion of counsel to Provider, engaging in such actions could have the result of prejudicing Provider's case against the party asserting infringement. In the event that Provider loses on the merits and it is impossible for Provider to comply with any of the foregoing alternatives, or if Provider fails (for any reason) to seek resolution of the Claim by means of any of the alternatives, then Provider will, if requested by Company, and upon terms and conditions satisfactory to Company, remove the Infringing Item and refund the cost or fee applicable thereto, less a reasonable amount for the use thereof (calculated on a straight-line basis over a useful life of five (5) years) if the Claim pertains to Equipment, and Company may immediately terminate this Agreement or the relevant Order without any further penalty or liability. The obligations set forth in this *Intellectual Property Indemnification* section will not apply to the extent they solely arise as a result of the combination of the Infringing Item provided by Provider with other equipment, services, software, components, materials, apparatus, systems, items, or processes not furnished or otherwise authorized by Provider.

15.3 No Limitation. Provider's indemnification obligations will in no way be limited by any limitation on the amount or type of damages, or by any compensation or benefits payable by or for Provider or any Representatives, under any worker's compensation act, employer liability act, disability act, or other employee benefit act. Provider will pay any and all attorneys' fees, expenses, and costs incurred by the Persons Indemnified that relate to the successful enforcement of Provider's indemnity requirements and obligations, including, without limitation, the additional insured protection and other obligations of Provider, and Provider waives any legal or equitable right that would preclude Company from recovering such amounts. The indemnification obligations of Provider will be independent of and will not be limited by or limit the obligations of Provider under Section 14 (*Insurance*) or be limited by the provisions of Section 15.4. Company shall be entitled, at its sole cost and expense to participate in any Claim that is the subject of indemnification under this Section 15, and Provider, its counsel, and other Representatives procured in connection with the Claim shall cooperate with Company's counsel or other representatives that Company procures in connection with the Claim.

15.4 LIMITATION ON LIABILITY. Except in connection with Provider's breach of obligations pertaining to Protected Information and those of Section 11 (*Security*) and Provider's defense, hold harmless and indemnification obligations, in no event shall Provider's liability under this Agreement exceed the greater of (i) three (3) times the amounts paid by Company to Provider in connection with this Agreement; or (ii) Five Hundred Thousand Dollars ($500,000.00).

16. MISCELLANEOUS

16.1 Notices. All notices permitted or required to be given under this Agreement must be in writing and will be deemed duly given (i) upon personal delivery (against receipt); (ii) on the fourth day following the date on which each such notice is deposited, postage prepaid, in the United States mail, registered or certified, return receipt requested; or (iii) on the next business day after being sent by a nationally recognized overnight courier service that provides proof of receipt. Each Party must deliver or send all notices to the other Party at the address(es) specified below or as designated otherwise by ten (10) days' prior written notice given in accordance with this section.

SCS Notice Address:
Southern Company Services, Inc.
Attention: Manager, Corporate Supply Chain
Bin 10080
241 Ralph McGill Boulevard, NE
Atlanta, GA 30308

Provider Notice Address:
ChargePoint, Inc.
Attention: General Counsel
254 E. Hacienda
Campbell, CA 95008

16.2 Governing Law; Cumulative Remedies. By choice of the Parties, all disputes that relate to the execution, interpretation, construction, performance, or enforcement of this Agreement and the rights and obligations of the Parties will be governed by the laws of the State of Georgia, without regard to its choice of law principles, and resolved in the state or federal courts in Atlanta, Georgia. Provider hereby consents to venue and jurisdiction in such courts, and, to the fullest extent permitted by applicable law, waives any objection to such venue or jurisdiction. Except as otherwise expressly provided in this Agreement or an Order, the rights and remedies of the Parties are cumulative and in addition to any and all rights and remedies provided by law or equity.

16.3 Benefited Parties. SCS is entering into this Agreement not only for its own benefit but also and equally for the benefit of Affiliates. Each and every right, benefit, license, remedy, and warranty accruing to SCS under this Agreement, including, but not limited to, the right to enforce this Agreement and any Order in its own name, likewise accrue to Affiliates. Any Affiliate may obtain Services, Equipment and/or Software hereunder by the issuance of one or more Orders referencing this Agreement. The terms and conditions of this Agreement will govern each such Order.

16.4 Publicity. Provider must submit to Company all advertising, sales promotion, or other publicity matter relating to this Agreement wherein the name of Company, any Affiliate, or work site is mentioned, and Provider will not use or publish such advertising, sales promotion, or publicity matter without the prior written consent of Company.

16.5 Independent Contractor. Company does not reserve any right to control the methods or manner of performance of the Services by Provider. In its performance under this Agreement, Provider is, and will at all times act as, an independent contractor and will be free to perform the obligations of this Agreement by such methods and in such manner as Provider may choose, furnishing all labor, tools, equipment, and materials and doing everything else necessary to perform the Services properly and safely, having supervision over and responsibility for the safety, conduct, and actions of Representatives and control over and responsibility for its tools, equipment, and materials. Representatives have no right to participate in Company's employee benefit plans as a result of providing Services. Provider is liable for acts or omissions of all Representatives. Unless explicitly stated in this Agreement, Company has no liability to Provider, Representatives, or any other person or entity arising from any action or inaction of any of them. No partnership, joint venture, agency, or employment relationship is created by this Agreement, any Order, or any activity under this Agreement or any Order, and Provider will not act as an agent or employee of Company with respect to third party EV charging station owners or otherwise.

16.6 Subcontracting. Except for cloud services that Provider procures in connection with the Services, Provider may subcontract any of its obligations under this Agreement without the prior written permission of Company. Notwithstanding the foregoing, and solely in accordance with the provisions of Section 11, Provider may subcontract cloud services to Rackspace during the Term without Company's prior written consent.

16.7 Assignment. Provider may not assign this Agreement, in whole or part, without Company's prior written consent, which may be withheld in Company's reasonable discretion; provided that Provider may assign this Agreement to the acquirer of all, or substantially all, of its assets pursuant to a merger, purchase or other transaction. Company may assign this Agreement, upon written notice to Provider, to Affiliates who agree to comply with the terms of this Agreement.

16.8 Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns, if any, of the Parties; provided, however, that this section will not be construed to permit any attempted assignment that would be unauthorized or void pursuant to any other provision of this Agreement.

16.9 No Waiver. No waiver by either Party, either by act or failure to act, or any default by or obligation of the other Party in the performance of its obligations under this Agreement will be deemed or construed to be a waiver, whether prior or subsequent, of the same or any other default by or obligation of the other Party.

16.10 Force Majeure. Each Party will be excused from performance under this Agreement for any period and to the extent (and only to the extent) that it is prevented from or delayed from performing any obligations, in whole or in part, as a result of a Force Majeure Event. **"Force Majeure Event"** means catastrophic weather conditions or other extraordinary acts of God or nature, terrorism, civil disturbance, war, third party strikes, third party labor disputes that actually impede or slow down performance, and other similar events beyond the reasonable control of the Party claiming relief under this provision; provided, however, that (i) such Party notifies the other Party as promptly as reasonably possible and in detail of the commencement and nature of such delay and the probable consequences thereof; and (ii) such Party is without fault in causing or failing to prevent the occurrence of such event, and minimizes disruption and renders performance in a timely manner. In the event of any such delay, the date of performance will be extended for a period equal to the delay. Company has the right to terminate this Agreement or an Order pursuant to Section 12.2 (*Termination for Convenience*) upon its receipt of notification from Provider of a delay due to a Force Majeure Event that is expected to last more than thirty (30) days.

16.11 Survival. Sections 7 (*Warranties*), 8 (*Proprietary Interests*), 10 (*Protected Information*), 11.1 (*Security Requirements and Controls*), 11.6A (*Data Breach*), 11.9 (*Media Disposal*), and 11.12 (*Injunctive Relief*), 12.4 (*Termination Assistance*), 15 (*Indemnification*), and 16 (*Miscellaneous*) of this Agreement will survive the termination of this Agreement as well as any transfer, assignment, novation, sale, merger, consolidation, or other change in control of the Parties.

16.12 Severability. This Agreement is made subject to applicable law. The unenforceability or invalidity of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions thereof, but such remaining provisions will be construed and interpreted in such a manner as to carry out fully the intent of the Parties; provided, however, that should any judicial body interpreting this Agreement deem any provision thereof to be unreasonably broad in time, scope, or otherwise, it is the intent and desire of the Parties hereto that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

16.13 Incorporation of Exhibits. The exhibits referenced in this Agreement are incorporated in their entirety into and will operate as if written at length in this Agreement.

16.14 Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, representations, or agreements, either written or oral, of either or both Parties in connection therewith, including without limitation, any online "click to agree" license, shrink-wrap license, end user agreement, or other terms presented or required by Provider in order to install, access, use, or evaluate the Services, Software, or System. Any such terms will have no force or effect if such terms conflict with the terms of this Agreement. Neither Party may modify this Agreement, except by a writing signed by both Parties.

16.15 Multiple Originals. Multiple originals of this Agreement may be executed, each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its respective duly authorized representative on the dates entered below.

SOUTHERN COMPANY SERVICES, INC.

By: _____

Name: Michael L. McNabb

Title: Director, SCM Services

Date: 7/15/15

CHARGEPOINT, INC.

By: _____

Name: Pasquale Romano

Title: CEO

Date: 6-22-15

Federal Tax ID: 26-1080576

Agreement No. 43987

Agreement No. 43987

EXHIBIT A

DESCRIPTION OF SERVICES AND OTHER DELIVERABLES

I. Description of Services

During the Term, Provider will offer the following Equipment options:

1. CT4021-GW1 dual output Gateway, Bollard Unit - 208/240V @30A with Cord Management. The CT4000 datasheet may be found at: http://www.chargepoint.com/files/datasheets/73-001020-01-7_DS-CT4000-01.pdf . The CAD drawings may be found at: http://www.chargepoint.com/files/ct4021-cad.pdf .
2. CT4025-GW1 (if requested) – Same as CT4021-GW1 but with a 23' charging cord. The CAD drawing of the CT4025 may be found at: http://www.chargepoint.com/files/ct4025_cad.pdf.
3. CPHM Boards – Boards to be installed in Efacec stations to enable them to communicate with the ChargePoint network.
4. CT1000-CPCMF-XXXXXX- Custom Provider NEMA cards, including a customized mailing folder and branded NEMA cards.

During the Term, Provider will offer the following Network Service Plan options as part of the Services:

1. CTSW-SAS-COMM-X –Pre-Paid Commercial Network Service Plan, which is designed for employers, businesses and the government. The Commercial Network Service Plan includes, without limitation, 24x7x365 driver support, access control, waitlist, Connections™, general reporting, over the air ("**OTA**") upgrades, payment processing, flexible pricing policies, and reservations.
2. CTSW-SAS-COMM-DC-X - Pre-Paid Commercial Network Service Plan for DC Fast Charging Stations, which is designed for employers, businesses and the government. The Commercial Network Service Plan for DC Fast Charging Stations includes, without limitation, 24x7x365 driver support, access control, waitlist, Connections, general reporting, OTA upgrades, payment processing, flexible pricing policies, and reservations.
3. CTSW-SAS-SP-X - Pre-Paid Service Provider Network Service Plan, which is designed for utilities. This plan includes everything provided in the Commercial Network Service Plan, as well as peak load monitoring and analytics, power output and control, energy management API access, rights granting, customized web portal, driver sign-up capability and enhanced driver analytics.
4. CTSW-SAS-SP-DC-X - Pre-Paid Service Provider Network Service Plan for DC Fast Charging Systems, which is designed for utilities. The Service Provider Network Service Plan for DC Fast Charging Systems includes everything provided in the Commercial Network Service Plan for DC Fast Charging Stations, as well as peak load monitoring and analytics, power output and control, energy management API access, rights granting, customized web portal, driver sign-up capability, and enhanced driver analytics.

Details and differences between the Commercial Network Service Plans and the Service Provider Network Services Plans are displayed below.

[THIS AREA INTENTIONALLY LEFT BLANK.]

Feature	Benefit	Commercial Service Plan	Service Provider Plan
Driver Support	Drivers are supported 24 x 7 x 365 by experienced technicians.	✓	✓
Station Owner Support	Dedicated level 2 support number that is available 8AM EST to 9PM EST on working days for more detailed diagnosis of any problems.	✓	✓
Access Control	The power to choose who uses Company stations and when.	✓	✓
Flexible Pricing Controls	Offer charging for free or for a price (per hour, kWh, session or any combination) at Company's discretion. Also offer different prices for different user groups.	✓	✓
Payment Services	All payments are handled by ChargePoint, including dispute resolution.	✓	✓
Station Visibility	Opt-in to get on a map accessed by over 140,000 EV drivers	✓	✓
Reporting and Analytics	Know how the station is being used, including peak and average utilization, GHG savings, session statistics, and number of unique drivers	✓	✓
Networking and Security	Web hosting, cellular connections and PCI Security certification	✓	✓
Free Video Advertisements*	Advertise to drivers or place a company video on the CT4000's LCD screen	✓	✓
Driver Connections	Provide special pricing to select EV driver groups, such as employees	✓	✓
Reservations	Attract drivers by enabling them to reserve Company station(s)	✓	✓
Remote Management	Company may exercise full control over Company stations from any computer	✓	✓
Free Feature Upgrades	Get new features and upgrades as they're released at no extra charge	✓	✓
Waitlist	Ability for station to alert drivers when a charging station available	✓	✓
Peak Load Monitoring and Analytics	Monitor peak and average power and energy consumption in 15 minute intervals		✓
Power Output and Control	Real-time power output and control of multiple arbitrary groups of stations		✓
Energy Management API Access	Manage demand in software dashboard or connect Company's own tools via the API		✓
Rights Granting	If permitted by the owner thereof, Company may see and manage power output on that owner's ChargePoint stations		✓
Web Portal	Customized web portal for EV drivers branded for Georgia Power		✓
Driver Sign-up	Sign-up drivers through Company's branded web portal		✓
Enhanced Driver Analytics	Granular utilization data on each individual EV driver		✓

*Unlimited video ads free though 2015.

During the Term, Provider will offer the following Service options:

1. CPSSUPPORT-ACTIVE – Activation Service for charging stations on the Provider's System – Provider will perform all the following activities as part of the Activation Service: Activate ChargePoint Service Plans, activate ChargePoint Warranties, configure Radio Groups, configure Custom Groups, configure Connections, configure Access Control, configure Visibility Control, configure Pricing, and configure Reports and Alerts.
2. CT4000-ASSUREX – Assure™ is Provider's parts and labor warranty and is an extension to Provider's standard parts replacement warranty. Without in any way limiting Provider's warranty obligations described in Section 7.5 of the Agreement even if Company does not purchase site validation or the Equipment installation was not performed by a Provider National Operations and Maintenance ("**O&M**") Partner or a Channel Partner that has qualified to self-certify, Assure is provided at no charge to Company during the initial Equipment warranty term described in Section 7.5 (the "**Initial Warranty Term**") of the Agreement so long as Company purchases site validation or if the Equipment installation was performed by a Provider National O&M Partner or a Channel Partner that has qualified to self-certify. Assure may be extended, at Company's option, for an additional period of up to four (4) years, commencing on the date of expiration of the Initial Warranty Term.
3. CT4000-SITEVALID – Site Validation Service. Provider will perform on-site validation of Company's electrical capacity, transformers, panels, breakers, wiring, cellular coverage and Equipment installation in order to confirm that all of the foregoing meet all Provider published requirements. If Provider determines that any of the above does not meet its published requirements, a second site validation will be performed after the deficiencies are corrected, and Company will incur an additional site validation fee. For purposes of determining Company's Equipment that is covered by a particular site validation, a "'site" is defined as a group of stations all connected to the same electrical panel. A successful site validation is required to activate any ChargePoint Assure product, including the no-charge Assure upgrade to the standard warranty coverage described in Section 7.5 of the Agreement included with the purchase of a CT4000. Company may purchase Assure after the date of Equipment installation so long as it first purchases and passes site validation for the site at which the Equipment is located. Any CT4000 station that is still under the Initial Warranty Term is eligible for ChargePoint Assure coverage for the remainder of the Initial Warranty Term at no cost upon successful completion of a site validation. Site validation is not required for purposes of obtaining Assure coverage if the Equipment installation was performed by a Provider National O&M Partner or a Channel Partner that has qualified to self-certify.

II. Deliverables

In addition to other deliverables described in this Agreement or an Order, Provider will provide the data and list described in this Section II.

On an annual basis or upon Company's request, Provider will provide a list of its then current Messaging Extensions and a description of their functionality and performance characteristics. In addition, the Parties' designated points of contact will meet on a quarterly basis via WebEx to discuss recurring issues with the Services and/or Equipment and Provider's proposed resolution of them.

Provider will provide identifying driver data such as real time driver usage patterns through the Application Services web portal, which Company may access at any time.

III. Incorporation of Native OCCP Version 2.0 Into Provider's EV Charging Solution

Throughout the Term, Provider shall make good faith efforts to maximize the use of native OCPP version 2.0 or later version profiles, and minimize the use of vendor specific Messaging Extensions, in connection with the Services, Equipment and Software provided hereunder.

IV. Users of Company Branded Cards

Throughout the Term and unless prohibited by applicable law or regulation, Provider shall maintain a Privacy Policy that enables Company to access and use Provider Data for internal business purposes as described in

Exhibits A and C and to access and use standard reports or data that Provider makes commercially available to all of its Application Services customers. Provider agrees to modify its User Terms of Service such that its Privacy Policy provisions are incorporated therein without further modification to such provisions. Provider may modify its User Terms of Service such that its terms are specific to Company but only upon Company's prior written consent to such modification.

Agreement No. 43987

ERROR! REFERENCE SOURCE NOT FOUND.**ATTACHMENT 1 TO EXHIBIT A**

OPERATING STANDARDS FOR PROVIDER ACCESS TO THE SOUTHERN COMPANY NETWORK

1. The term "Operating Standards" means the computer access and operating requirements set forth herein.
2. The term "Southern Company Network" means the computer network and related telecommunications systems owned, operated, and under the control of Southern Company Services, Inc. and its Affiliates.
3. The term "Southern Company" means and is restricted to Southern Company Services, Inc. and its Affiliates.
4. Provider understands and agrees that it will comply with the Operating Standards set forth herein. Provider understands and agrees that failure to comply with the Operating Standards will constitute a material breach of the Agreement(s) associated with Provider's access to the Southern Company Network.
5. Provider must have a specific business reason to access the Southern Company Network. The business reason must further the interests of Southern Company.
6. Provider must provide a designated point of contact, including his or her telephone number. Provider's contact information will be provided in writing to the applicable Southern Company sponsor. Unless specified otherwise by Southern Company, the Southern Company sponsor will be the Southern Company Contract Administrator named in the Agreement.
7. Provider will provide its anticipated length of time of access to the Southern Company sponsor.
8. Provider personnel who are provided individual credentials for access to the Southern Company Network agree to keep the credentials confidential and not allow them to be used by anyone else.
9. Southern Company's preferred remote connectivity method for Providers is a Client VPN connection leveraging two-factor authentication. However, a cross-functional assessment team is available to investigate other solutions should Client VPN not be a viable alternative.
10. Provider agrees to immediately notify its Southern Company sponsor if any Southern Company computer network credentials are known or suspected to have been disclosed or compromised.
11. Provider agrees to notify Southern Company within 4 hours if the Provider's physical site, systems, or network are compromised in such a way that it could result in any potential loss, damage, corruption, inoperability, reduced capability, or any other exposure to the Southern Company Network or any Southern Company entity.
12. Provider agrees to immediately notify its Southern Company sponsor if Provider finds it is able to access any unauthorized Southern Company systems, networks, or data.
13. Southern Company reserves the right to perform onsite verification and auditing of Provider systems which connect to or exchange data with the Southern Company Network.
14. Provider personnel who have been granted access to the Southern Company Network may only use the access for the intended Southern Company business purpose, and only to connect to the specific Southern Company computer systems to which they have been granted access. Providers must not use the Southern Company Network systems to which they have been granted access as a "launching pad" for attempts to access to other systems.
15. Provider access to the Southern Company Network will be granted for no more than a 6 month period. At the end of this period the need for access must be revalidated. Provider will be solely responsible for contacting the Southern Company sponsor in advance of expiration of the access period and renew access in sufficient time to insure uninterrupted performance of Provider's Services under the Agreement.
16. Provider is prohibited from creating or modifying user ID's or groups on any Southern Company Network computing systems.
17. If Provider desires to make changes to any Southern Company Network computing systems, Provider must work with its Southern Company sponsor and initiate a change request using the Change Management process.
18. Provider and all Provider personnel who access the Southern Company Network must consent to monitoring of any and all of their activity associated with their connection to and use of the Southern Company Network. This includes, but is not limited to, scanning of all Provider systems by a Southern Company employee before a connection is established with the Southern Company Network.
19. Provider is accountable for all activity that occurs on its computers while Provider and/or Provider's personnel are connected to the Southern Company computer network.
20. Provider is responsible for ensuring systems which connect to the Southern Company Network utilize a secure base operating system configuration with the most recent security patches installed, have anti-virus software installed and enabled at all times, and are configured to automatically install all new patches, updates, and definition sets.
21. Provider is responsible for controlling access to its systems while connected to the Southern Company Network, including reasonable measures such as the use of password protected screen savers to lock Provider's systems after no more than 10 minutes of inactivity.
22. Provider is responsible for ensuring that all of its personnel who have access to the Southern Company Network are aware of and abide by these Operating Standards.
23. Provider is responsible for immediately notifying Southern Company of a significant status change involving Provider personnel who has access to the Southern Company Network (termination, suspension, etc).

In the event Provider fails to comply with these Operating Standards, Southern Company may immediately terminate any or all Provider access to the Southern Company Network and will be entitled to pursue any and all remedies available at law or in equity.

Agreement No. 43987

EXHIBIT B

SERVICE LEVEL AGREEMENT

INTRODUCTION
This Exhibit B sets forth certain levels of service that Provider is required to meet in performing the Services (other than any Services related to repair or maintenance of the Equipment) during the Term (**"Services Levels"**).

1. GENERAL PROVISIONS

1.1 Measurement and Reporting.

A. Except as otherwise agreed upon by the Parties, Provider will monitor its actual performance of the Services against the Service Levels and will provide, at Company's request, reports to verify Provider's performance and compliance with the Service Levels.

2. DEFINITIONS
All capitalized terms used but not defined in this Exhibit B have the meanings assigned to them in the Agreement. For purposes of this Exhibit B, the following terms have the following meanings:

2.1 "Actual Uptime" means the aggregate amount of time within Scheduled Uptime when Services are actually available for normal business use by Company or users, as applicable (i.e., Actual Uptime = Scheduled Uptime – Outage). Services are actually available for normal business if they can be used in accordance with their intended functionality, with the required database files and tables being accessible with current data.

2.2 "Availability" means the Actual Uptime expressed as a percentage of the Scheduled Uptime (i.e., Availability % = (Actual Uptime)/Scheduled Uptime x 100%).

2.3 "Downtime" means an Outage that continues for a period of more than two (2) minutes.

2.4 "Monthly Charge" means the amount Provider invoices Company for the Services for a given month.

2.5 "Outage" means any interruption of sixty (60) seconds or more during which ten percent (10%) or more of Company or users are unable to access the System or their access to the System is substantially impaired (including through significant logon delay).

2.6 "Service Level Default" means an occurrence of Provider's failure to meet any Service Level.

2.7 "Scheduled Uptime" means the period of time (days of the week and hours per day) the Services are expected to be available to Company for normal business use. Scheduled Uptime excludes maintenance windows for the Services and Downtime required to deploy Updates to fix any critical security vulnerabilities.

3. SERVICE LEVEL PROCESS

3.1 Reevaluation of Service Levels. Attachment 1 to this Exhibit B identifies the Service Levels that apply during the Term, subject to the following:

A. The numerical values associated with such Service Levels (e.g., Availability of 99.8%) will be subject to Company's and Provider's mutual reevaluation three (3) months after the Effective Date. The purpose of such reevaluation is to confirm or change the numerical value based upon the average performance of Provider with respect to the applicable Service Level during such three (3) month period. Company and Provider may agree to adjust the Service Levels at this time.

B. The Parties agree that the Service Levels confirmed or changed in accordance with Section 3.1A above will not be less than those levels reasonably and consistently achievable with the systems and environments used to provide the Services if used in accordance with the practices and standards used in well-managed operations performing services similar to the Services.

3.2 Improvements to Service Levels. Company and Provider will review the Service Levels at least annually and will make appropriate adjustments to reflect improved performance capabilities associated with advances in the technology and methods used to perform the Services or to reflect new information or circumstances affecting the Service Levels. During such reviews, Provider will work with Company to identify possible cost/Service Level tradeoffs, and will implement any resulting changes in Service Levels only if approved in writing by both Parties. The Parties expect and understand that, insofar as possible, there will be continuous improvement in Provider's delivery of the Services during the Term.

3.3 Additions/Modifications to Service Levels. The Parties will cooperate to identify additional Service Levels in furtherance of the objective of having a comprehensive set of Service Levels that provide a fair, accurate, and consistent measurement of Provider's performance of the Services. In response to changes in Company's business needs or to reflect changes in or evolution of the Services, Company and Provider will, at least once per year, review and assess any changes and agree to add or substitute new Service Levels to meet such objective(s) as may be redefined from time to time during the Term.

4. SERVICE LEVELS
Provider must meet or exceed the Service Levels described in this Exhibit B, including Attachment 1.

4.1 System Availability and Performance. Provider must maintain availability and performance of the System to users so as to meet or exceed the Service Levels set forth in Attachment 1.

4.2 System Capacity. Provider must provide sufficient hosting capacity to target the Service Levels, availability and performance objectives in Attachment 1. Company will work with Provider to forecast and anticipate unexpected increases in System usage due to any unusual events that could change the rate of System usage typically observed in normal site operation.

4.3 Response Time. Provider must manage equipment, bandwidth, and network response times to target Service Levels and performance objectives stated in Attachment 1.

5. SERVICE LEVEL DEFAULTS

5.1 Credits. Provider recognizes that a Service Level Default may have a material adverse impact on the business and operations of Company and that the damage from such Service Level Default is not susceptible to precise determination. Accordingly, if Provider fails to meet any Service Level for reasons other than a Force Majeure Event, then in addition to other remedies that may be available to Company, Company may recover a corresponding Service Level credit in an amount equal to the Services fees applicable to the period of the Service Level Default (i.e., days of Service Level Default multiplied by 1/365th annual network service fee). Said credit will be applied to the network provider fees within three (3) months of Service Level Default and until credit is exhausted.

5.2 Termination. If Provider incurs a Service Level Default for two (2) consecutive months or any three (3) months in any six (6) month period (either, a **"Service Level Termination Event"**), then Company may terminate the Agreement, without liability, upon fourteen (14) days written notice to Provider, for material breach, not subject to cure, and all remedies will be available to Company under the Agreement, and at law and in equity.

6. SERVICE LEVEL: SYSTEM BACKUP AND REDUNDANCIES.

6.1 Backup. Provider has implemented or will implement backup procedures that will enable it to recover all Protected Data.

6.2 Restoration. Provider must perform restorations in the event of a Service failure and will respond to Company's requests for file restorations within one (1) business day.

6.3 Redundancies. Provider must maintain appropriate and adequate System redundancies so that Company's access to and use of the Application Services will not be materially affected by primary System malfunctions or outages.

7. DISASTER RECOVERY / BUSINESS CONTINUITY. The Provider's recovery time objective ("**rto**") is the amount of time Provider restores the Services after a disaster or disruption. Provider's rto under the Agreement is eight (8) hours to avoid a break in Company's business operations. The Provider's recovery point objective ("**rpo**") is the point in time to which Provider must recover Protected Data. Provider's rpo under the Agreement is two (2) hours before the occurrence of such disaster or disruption.

Agreement No. 43987

ATTACHMENT 1 TO EXHIBIT B

SERVICE LEVELS

ERROR PRIORITY LEVELS.

Provider shall correct any Error (as such term is defined below) reported by Company in the Application Services in accordance with the priority level reasonably assigned to such Error by Provider.

Error Level	Error Classification	Initial Response Time (business hours, M-F 6:30 am-5pm PST)	Status Updates	Targeted Delivery Time for Final Correction
1	Critical	60 minutes or less	Provider will contact Company with initial status within 60 minutes and thereafter provide status updates to Company every 8 hours until such problems are resolved.	3 days
2	Medium	6 business hours	Provider will provide status updates on a daily basis until all issues are resolved.	10 days
3	Low	5 business days	Provider will provide status updates on a daily basis until all issues are resolved.	6 months provided that if Error escalates to a different Error Level, then the applicable Targeted Delivery Time for Final Correction shall apply.

"**Initial Response Time**" means: The time for Provider to return a call to Company acknowledging the Error reported by Company. Company will provide sufficient information for Provider to begin diagnosis of the problem, and Estimated Resolution Response Time will be measured from delivery of such information. If adequate information to accurately diagnose the problem is not provided to Provider in a timely manner, Initial Response Times and resolution of the problem may be impacted.

"**Critical**" means the total inability to use any material part of the Application Services, and/or Company operations or objectives are severely restricted.

"**Medium**" means the ability to use the Application Services, but Company operation is moderately restricted or users notice degraded system performance.

"**Low**" means the ability to use the Application Services with minor faults that cause little disruption to service or use.

1.0 Escalation Procedure:

Provider shall promptly commence the following procedures:

1.0.1 Assign engineers to correct the Error after receipt of the Support Request;

1.0.2 If the Error is at Level 1, notify Provider's management that such Errors have been reported and of steps being taken to correct such Error(s);

1.0.3 Provide Company with report on the status of the corrections within the respective Initial Response Time; and

1.0.4 Initiate work to provide Company with a workaround or fix.
If Provider believes that a problem reported by Company may not be due to Equipment or Services, Provider will so notify Company. At that time, Company may (i) instruct Provider to proceed with problem determination at Company's possible expense as set forth below or (ii) instruct Provider that Company does not wish the

problem pursued at its possible expense. If Company requests that Provider proceed with problem determination at its possible expense and Provider determines that the Error was not due to an issue with the Equipment or Services, Company shall pay Provider, at a mutually agreed on rate, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Company shall not be liable for (a) problem determination or repair to the extent problems are due to issues with the Equipment or Services; or (b) work performed under this paragraph in excess of its instructions; or (c) work performed after Company has notified Provider that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Provider). If Company instructs Provider that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of Company's instructions, Provider may, at its sole discretion, elect not to investigate the Error with no liability therefor.

1.1 **Support Services Conditions.** Provider's obligation to correct Errors is conditioned on Company performing the following obligations:

1.1.1 Provide to Provider all information relating to the error identified in the Support Request (for purposes of this Attachment 1 to Exhibit B only, the "**Error**") including test data, if any, associated with the Error and a detailed description of the Error;

1.1.2 Assign qualified personnel to administer the Application Services that have been through Provider training classes; and

1.1.3 Support Provider technical support personnel in their efforts to diagnose, reproduce, and resolve any suspected system anomalies. This may include sending any diagnostic information as requested by Provider personnel.

2.0 **EXCLUSIONS.**

Provider shall have no obligation to support:

2.1 Issues caused by Company's negligence, abuse or misapplication or other causes beyond the control of Provider subject to Section 16.10 (*Force Majeure*) of the Agreement; or

2.2 Communications losses due to cellular data carrier fault causing disruption of service.

In addition, Provider is not responsible for providing multi-lingual support. All support provided by Provider shall be conducted solely in English.

Agreement No. 43987

EXHIBIT C

SERVICES AND EQUIPMENT FEES/ADDITIONAL TERMS

A. Provider will deliver six (6) dual port, level 2 CT 4000 stations to Company's designated location free of charge.

B. Provider will bring Georgia Power Company's ("**GPC['s]**") DC Fast Chargers onto the System and install Provider OnRamp kits on the Efacec Fast Chargers at the Efacec site, if possible, with eleven (11) of the OnRamp kits at no charge to Company.

C. Provider will provide branding to Company's specifications on the initial eleven (11) level 2 stations (the "**Branded Stations**") at no charge to Company. Thereafter, Provider will charge the branding fee set forth in Section R below if Company requests branding in any subsequent Equipment Order, and Provider will likewise provide branding to Company's specifications. Branding may be placed in the following locations: (i) Company may download its own thirty (30) second videos to the station monitor; (ii) in the panel provided for branding on the cord management system; (iii) in the panel provided for branding at the bottom of the station, below the holsters; and (iv) in the panel provided for branding behind the station. Provider has previously provided Company with the specifications for panel inserts that fit into the locations described in (ii)-(iv). In addition, Company may place an Order for the branding of the "top cap" of Equipment in any subsequent Equipment Order. Top cap branding will be performed by Provider pursuant to its then applicable lead times for such Order and an obligation on the part of the Parties to cooperate in the design of such branding so that it meets Company's approval.

D. If Provider fails to meet the July 1st or August 1st (if applicable) date pertaining to OCPP Version 2.0 Core described in Section 13.3 of the Agreement, then Provider will pay, as a liquidated damage, and not as penalty, $75,000.00. Alternatively, at Provider's option, Provider may, in lieu of the $75,000.00 payment, (i) pay for the removal of the Equipment described in Section A; (ii) pay for the removal of the five (5) additional charging stations purchased by Company from Provider; (iii) pay for the removal of the OnRamp kits from the Georgia Power Efacec stations in which such kits have been installed; (iv) refund to Company the cost of the stations purchased by Company and described in Section D(ii) of this Exhibit C; and (v) pay to have new stations, purchased by Company to replace the eleven (11) Provider charging stations described in this Section D, installed. Provider acknowledges that the $75,000 payment or the cost of the alternative Provider performance obligations described in this Section D. are a reasonable approximation of the damages that Company will incur as a result of Provider's failure to meet such dates because such damages are difficult to ascertain.

E. Provider will provide to drivers, at no charge to drivers in Company's territory (limited solely to one (1) card; Provider's standard fees shall apply to additional cards ordered by drivers) or Company, GPC branded RFID cards as follows:

(i) Branded NEMA U r RFID cards compliant for secure EVSE authentication. This standard card format is integral to the NEMA roaming protocol for internetwork operation. These will be the national and international standard RFID cards for interoperability between stations. Provider will use commercially reasonable efforts to make such cards commercially available in large numbers by August 31, 2015.

(ii) The branded NEMA cards will be co-branded as follows: Company will have the entire front side of the card for its own branding. The reverse side of the card will be reserved to Provider, and will include, among other things, Provider's logo, the national driver support line number, and the serial number of the card.

F. Provider will provide a GPC branded driver web portal that is an instance of the Provider web portal containing GPC branding. In the event that GPC enters into listing agreements with other networks, this portal can be easily linked to additional networks for setup of individual accounts. The standard RFID card can be registered with each network so the driver need only carry one (1) credential. Nothing in this Section or this Agreement shall be deemed to constitute a license, express, implied or otherwise, by Provider of its intellectual property to any person, and Provider retains all of its rights with respect thereto. The GPC branded web portal is limited to the co-branding architecture Provider currently offers, or may offer in the future to its customers.

G. Provider will provide station activation and configuration Services at no charge to Company for all Equipment purchased under the initial Order and the initial eleven (11) DC Fast Chargers Company purchased from Efacec.

H. In addition to reporting requirements described elsewhere in the Agreement, Provider will provide, as a part of the Application Services, the standard reports it provides to subscribers to its Application Services. As with any Provider deployment, Company will have full access through the Application Services to all raw session and driver data generated by Equipment purchased by Company during the Term.

I. Provider will ensure that drivers with Provider issued cards (including GPC branded cards described above) will have access to all Provider-networked stations to the extent a third party owner allows such drivers (or some subset thereof, in which case this Section only applies to such subset) to use its charging stations.

J. Subject to Company's prior written approval, Provider will develop and implement three (3) email campaigns (at no charge to Company and at times agreed to by the Parties) to all then currently registered Provider drivers in the GPC service territory to encourage them to trade-up to the new GPC card. Company will receive real-time session data on drivers, who accept the offer of a GPC card, whenever drivers charge at Provider ports across the State of Georgia. In exchange, GPC can offer a charging credit (e.g., $20.00), which it can determine in its sole discretion, on the GPC cards for use at all of the stations. The conduct of additional email campaigns shall be subject to the mutual agreement of the Parties.

K. Provided that Company has approved the offer in writing, Provider will periodically offer, at a frequency to be determined by Company and Provider, its EV charging station owners in the GPC service territory who purchase workplace chargers from Provider, the ability to enroll in a GPC program, which will include a promotion to potentially brand (at GPC's cost) charging stations with GPC branding and to potentially share their data with Company; provided that, it is understood and agreed between the Parties that Provider's CT2000 line of charging stations do not have the ability to be branded. Provider will seek the input of Company prior to developing such offer. (Company will enter into agreements, if any, with such station owners directly that, among other things, will govern their use of GPC branding.) With respect to these station owners, Company does not have the ability to migrate them away from Provider in the event that GPC decides to move to a third party that provides services similar to the Services.

L. Upon request by GPC, Provider will configure its mobile application so that it will be able to recognize drivers holding GPC cards and will present to those drivers a Provider/GPC jointly branded version of the Provider mobile application. All GPC branding shall be subject to the prior written approval of GPC.

M. In no event shall Provider charge drivers roaming charges or additional fees at GPC branded charging stations unless approved by Company in writing. Company will determine such fees in its sole discretion. Notwithstanding anything to the contrary contained in this Section M, Provider shall be entitled to pass on roaming fees charged to it by a driver's home network in connection with the driver charging at a GPC branded charging station.

N. Provider will facilitate Company's participation in any OEM program (by way of example and not limitation, that of Kia Motors America) relating to EV charging stations as directed by Company; however, such facilitation may be subject to additional Services fees, which Provider will provide to Company for its review and approval.

O. If Company determines that it would like to implement a system that would permit Users to pay Service related charges on their Company electric bills or include their Service related account balance on such bills, the Parties will enter into good faith negotiations with a view towards reaching a mutually acceptable agreement to modify the Services to accommodate Company's request.

P. Provider will enable reporting features that clearly indicate details of costs to drivers. Whenever Provider creates an invoice intended to be sent directly to drivers, Provider must include line items which provide details on any taxes or additional fees incorporated within the overall cost. Provider will also enable reporting features available to Company that indicate revenue earned and taxes owed for stations within the network.

Q. Provider will not charge a fee for the training described in Section 3.6 (i.e., for standard Provider Administrator Training, performed once) if such training is provided by WebEx. In the event Company elects such training to be conducted at Company facilities, the fee is ten thousand dollars ($10,000.00). Provider provides administrator training at its facilities at no cost on a quarterly basis. Installation training, which enables a trainee to install Equipment such that Provider can validate the installation, is available at chargepointuniversity.com for a nominal fee ($49.00).

R. Unless otherwise agreed by the Parties, the following fees shall apply to the Application Services, the Equipment models, and other Services described in this Section R for the period of time set forth in Section 9.1 of the Agreement: Top cap branding fee for CT4000: $50.00 per cap.

[THIS AREA INTENTIONALLY LEFT BLANK.]

Agreement No. 43987

Company Pricing for Provider Products and Services

Provider Charging Stations

Model Code	Description	Price	Discount	Sales Price
CT4021-GW1	Dual Output Gateway Option USA, Bollard Unit - 208/240V@30A with Cord Management. Charges two vehicles at one time.	$7,210	15%	$6,129
CT4021	Dual Output Non-Gateway Option USA, Bollard Unit - 208/240V@30A with Cord Management. Charges two vehicles at a time.	$6,695	15%	$5,691
CT4025-GW1	Dual Output Gateway, Bollard Unit - 208/240V@30A with 8' Cord Management Kit (CMK) and a 23' cord. Charges two vehicles at a time.	$8,210	15%	$6,979
CT4025	Dual Output Non-Gateway, Bollard Unit - 208/240V@30A with 8' Cord Management Kit (CMK) and a 23' cord. Charges two vehicles at a time.	$7,695	15%	$6,541
CPE200T-S-CHD-CMB	Dual Cord 50 kW DC Fast Charger with both Combo and CHADEMO connectors. Charges one vehicle at a time.	$35,800	15%	$30,430

Network Service Plans (Priced per Charging Port)

Model Code	Description	List Price	Discount	Sales Price
CTSW-SAS-SP-1 (1 Yr Pre-Pay)	1 Year Pre-Paid Service Provider Network Service Plan. Designed for Utilities and EVSPs, this plan includes everything provided in the commercial service plans plus: white-label braded driver website, load management and enhanced driver analytics.	$715	22%	$560
CTSW-SAS-SP-2 (2 Yr Pre-Pay)	2 Year Pre-Paid Service Provider Network Service Plan. Designed for Utilities and EVSPs, this plan includes everything provided in the commercial service plans plus: white-label braded driver website, load management and enhanced driver analytics.	$1,285	22%	$1,000
CTSW-SAS-SP-3 (3 Yr Pre-Pay)	3 Year Pre-Paid Service Provider Network Service Plan. Designed for Utilities and EVSPs, this plan includes everything provided in the commercial service plans plus: white-label braded driver website, load management and enhanced driver analytics.	$1,815	22%	$1,410
CTSW-SAS-SP-DC-1 (1 Yr Pre-Pay)	1 Year Pre-Paid DC Service Provider Network Service Plan. Designed for Utilities and EVSPs, this plan includes everything provided in the commercial service plans plus: white-label braded driver website, load management and enhanced driver analytics.	$1,430	22%	$1,120
CTSW-SAS-SP-DC-2 (2 Yr Pre-Pay)	2 Year Pre-Paid DC Service Provider Network Service Plan. Designed for Utilities and EVSPs, this plan includes everything provided in the commercial service plans plus: white-label braded driver website, load management and enhanced driver analytics.	$2,570	22%	$2,000
CTSW-SAS-SP-DC-3 (3 Yr Pre-Pay)	3 Year Pre-Paid DC Service Provider Network Service Plan. Designed for Utilities and EVSPs, this plan includes everything provided in the commercial service plans plus: white-label braded driver website, load management and enhanced driver analytics.	$3,630	22%	$2,820
CTSW-SAS-COMM-1 (1 Yr Pre-Pay)	1 Year Pre-Paid Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and waitlist.	$280	0%	$280
CTSW-SAS-COMM-2 (2 Yr Pre-Pay)	2 Year Pre-Paid Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and waitlist.	$500	0%	$500
CTSW-SAS-COMM-3 (3 Yr Pre-Pay)	3 Year Pre-Paid Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and waitlist.	$705	0%	$705
CTSW-SAS-COMM-DC-1 (1 Yr Pre-Pay)	1 Year Pre-Paid DC Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and waitlist.	$560	0%	$560
CTSW-SAS-COMM-DC-2 (2 Yr Pre-Pay)	2 Year Pre-Paid DC Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and waitlist.	$1,000	0%	$1,000
CTSW-SAS-COMM-DC-3 (3 Yr Pre-Pay)	3 Year Pre-Paid DC Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and waitlist.	$1,410	0%	$1,410

Agreement No. 43987

ChargePoint Assure

Model Code	Description	List Price	Discount	Sales Price
CT4000-ASSURE	First year of ChargePoint Assure for the CT4000. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch.	$0	0%	$0
CT4000-ASSURE1	1 additional year of ChargePoint Assure for the CT4000. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch. Needs to be purchased at same time as station.	$840	0%	$840
CT4000-ASSURE2	2 additional years of ChargePoint Assure for the CT4000. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch. Needs to be purchased at same time as station.	$1,600	0%	$1,600
CT4000-ASSURE3	3 additional years of ChargePoint Assure for the CT4000. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch. Needs to be purchased at same time as station.	$2,320	0%	$2,320
CT4000-ASSURE4	4 additional years of ChargePoint Assure for the CT4000. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch. Needs to be purchased at same time as station.	$3,030	0%	$3,030
CPE200-ASSURE	First year of ChargePoint Assure for the CPE200. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch.	$0	0%	$0
CPE200-ASSURE1	1 additional year of ChargePoint Assure for the CPE200. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch. Needs to be purchased at same time as station.	$2,130	0%	$2,130
CPE200-ASSURE2	2 additional years of ChargePoint Assure for the CPE200. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch. Needs to be purchased at same time as station.	$4,060	0%	$4,060

Other Services and Products

Model Code	Description	List Price	Discount	Sales Price
CPSSUPPORT-ACTIVE	Activate Provider Service Plans. Activate Provider Warranties. Configure Radio Groups. Configure Custom Groups. Configure Connections. Configure Access Control. Configure Visibility Control. Configure Pricing. Configure Reports and Alerts.	$349	0%	$349
CT4000-SITEVALID	CT4000 On-Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all Provider published requirements.	$599	0%	$599
CPEXPRESS-SITEVALID	CPE200 On-Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all Provider published requirements.	$599	0%	$599
CT4001-CCM	Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot dipped galvantized threaded bolts - 3 ea. Nuts: 5/8 - Heavy galvanized hex nuts (DH Rated) - 12 ea. Washers: Galvanized washers (ASTM F436) - 9 ea. Plastic template - 1 ea.	$95	0%	$95

In the event of conflict between the Network Service Plan, ChargePoint Assure, and Other Services and Products descriptions set forth above, and the provisions of Exhibit A to the Agreement, the provisions of Exhibit A will control.

Agreement No. 43987

EXHIBIT D

DISASTER RECOVERY AND BUSINESS CONTINUATION REQUIREMENTS

1. General

Purpose: Provider will use this document to validate that appropriate Business Continuation Planning has been completed for all utilities and software supplied by Provider that supports Company business functions. The Parties will periodically revise this document as appropriate modifications are identified.

2. Definitions:

Business Continuation Planning (BCP)* Program** - The policies, standards, organizations, and management processes by which Company, and/or its third party providers, create and maintain plans for continuation of critical business functions and plans for recovery of work environments. This includes all the requirements and supporting plans (e.g. Disaster Recovery Plans) to ensure ***continuation of the critical business functions. It also includes work environment requirements (office space requirements, equipment, people, band/level info, etc.) for ***recovery of all business functions to an alternate site.***

Business Interruption - An event that disrupts access to a company's facilities, customers, or information or threatens the health or safety of employees and visitors of a company. Business continuation plans are not designed to mitigate the effects of routine events that can be resolved through normal problem resolution practices.

Disaster Recovery Planning (DRP) - The policies, standards, organizations, and management processes by which a company creates and maintains plans for recovery of technology, including hardware, network connectivity, telecommunications, and system and application software.

Plan Maintenance Scheduled and ***Unscheduled*** - Plan updates and changes, including, but not limited to, business functions, technology, contact lists, tasks, equipment, recovery requirements, etc.

Recovery Objective (RO) - The level of recovery and the time to resume a process or function based on regulatory requirements and/or an assessment of the financial, operational and brand damage resulting from a Business Interruption. This includes:

- ***Maximum Allowable Outage (MAO)*** - The maximum amount of time a business process can be unavailable before significant impact (financial, customer, regulatory) is felt.
- ***Recovery Point Objective (RPO)*** - The currency of the data you are recovering. Varies from the last good backup, which may be 24 - 48 hours old (traditional recovery), up to the last recorded transaction before the disaster (Rapid Recovery).
- ***Recovery Time Objective (RTO)*** - The time taken to restore user access to the applications and data.

Vital Records - Any information that is essential for the continuation or restoration of any business process or computer operation that supports Company. Examples include: tape media, diskettes, CD ROM, microfilm or fiche, any electronic data, hardcopy files, manuals, books, special forms, engineering drawings, facility inventories, vendor lists, supplier lists, desk reference, and procedure manuals

3. Business Continuation/Disaster Recovery Assessment Checklist

The following checklist should be used to assess the Provider's compliance with Company's business continuation requirements.

Vendor Tier	Req. #	YES	NO	Requirement
1, 2, 3	1			Provider will complete and maintain a Disaster Recovery / Business Continuity Plan for its business, which will include a plan for all systems and operations it supports for Company.
1, 2, 3	2			Business Continuation Roles & Responsibilities are clearly defined.
1, 2, 3	3			Recovery Profile (priorities, RTO and RPO, assumptions, strategies, and resources needed) for Provider and the Services are documented and implemented, including all technology that impacts Company, and meets Company function/process requirements. RTO's will be mutually agreed upon by Company and the Provider based on the following: • Definition of critical processes that support Company. • Recovery prioritization of those critical processes. • RTO will be reviewed annually by Provider and Company.
1, 2, 3	4			For each technical function critical to Company, Provider has a documented Disaster Recovery plan that contains the following: • All above requirements as pertaining to Company BCP. • Ownership is clearly defined for all components that impact Company. • Technology and Operational Process to support BCP Strategy (e.g. switching to an alternate site) • Technology Infrastructure to support the Company BCP Strategy is in place (including, but not limited to): o Hardware: LANs, Circuits, Desktop, Servers, Mid-Range, Mainframe,

Vendor Tier	Req. #	YES	NO	Requirement
				Distributed o Appropriate applications/software o Appropriate application Enablers (File-Aid, TPF, NDM, XCOM, etc.) o Capacity Requirements (MIPS, memory, DASD, etc) o Voice Systems (IVR, Phones) o Network (LAN, Mainframe) • Recovery process and procedures for any technology that supports Company. • Vital Records (input/output files, databases, manuals, recovery scripts, tapes, etc.) • Redundancy, as appropriate, is built into the technology infrastructure.
1, 2, 3	5			Provider can provide reasonable written assurance in their Business Continuity Plan that a third party that hosts or supports a technical function(s) for Company has a DR plan that includes the applicable technical function(s).
1, 2, 3	6			Plan testing program is in place to confirm: • Plans are tested at least annually. • Closure of identified gaps and updates to all affected Recovery Plans for all applications that support Company following an exercise or invocation.
1, 2, 3	7			As required, regulatory agencies, e.g. U.S. FDIC, which the Provider must be compliant with, are permitted to attend and view all Business Continuity Plan testing and test results as applicable by location.
1, 2, 3	11			Provider maintains notification and communication procedures, both internally and to Company, with appropriate contact information for Company for communication in the event of a disruption.
1, 2, 3	12			Upon execution of a plan, post incident reporting is to be provided to Company by the Provider within 14 days of the end of such an event. During any time that the Business Continuity Plans are executed, Service Level measurement and reporting are to continue.
1, 2, 3	13			A contingency plan is in place to address the loss of any key people assigned to operating the utility/software that supports any Company function, such as cross-training initiatives.
1, 2	14			Single points of failure for recovery of the critical business function have been identified and eliminated. If not, a work plan for implementing a recovery strategy for these components must be in place, accompanied by written acknowledgement signed by all affected parties. Redundancy does not ensure recovery. Redundancy at the same location is not an acceptable recovery strategy.
1, 2	15			In the event of a loss of a data center or building, the ability to process required transaction volume with sufficient processing time for the anticipated workload should be in place and tested. Alternate sites allow the use of the facility until a full recovery of the affected entity's own facilities (defined in the BC Strategy). Alternate sites provide for physical and data security. Work requirements are met (space, equipment, office supplies, technology)
1, 2	16			All critical Vital Records related to Company are stored using an agreed upon method and at an agreed upon location. Process for retrieval is clearly understood by authorized personnel. Frequency of updates is documented. Vital Records include key operating procedures.

Agreement No. 43987

EXHIBIT E

DEFINITION OF OCCP VERSION 2.0 CORE

Title: "Open Charge Point Protocol 2.0 - Interface description between Charge Point and Central System"
Document Version: 2.0.0
Document Status: Release Candidate 2
Document Release Date: 2014-11-03
Publisher: Open Charge Alliance
URL: http://www.openchargealliance.org/sites/default/files/OCPP%202.0%20Release%20Candidate%202.pdf

Provider will implement the following sections of the aforementioned Open Charge Alliance document ("OCPP Version 2.0 Core") by July 1, 2015 ("Due Date"):

A. Section 5, Core Profile (pp. 38-81); including parts of Section 7.7, Inventory Discovery Reporting (pp. 107-111): requirements for "Charge Points [*sic*: EV Charging Stations] that do not implement the Monitoring & Control [*sic*: Device Management] Profile."

Exceptions (not implemented by Due Date, reason and target date for implementation of exception), and clarifications:

5.1.6 Meter Values, Experimental optional format attribute (p. 43) – immature feature, no date.

5.1.7 Transaction Started, Reserve Now (p. 44) – Reservations Profile is out of scope, no later than the end of June, 2016.

5.1.8 Transaction Stopped, Local authorization (p. 46) – Local List Management Profile is out of scope, no later than the end of June, 2016.

5.3.1 Required Device Model Messages (p. 52) – Provider will report Availability State at Charge Point [*sic*, EV Charging Station] and EVSE levels, but not Connector Level, no later than the end of December, 2015.

5.3.2 Basic Charge Point Inventory Discovery (p. 53) – *clarification:* Provider will support the four (4) reports in Section 7.7 (Capability Inventory, Charging Inventory, Configuration Inventory, Full Inventory) with pre-built, static messages (conforms to the Specification).

5.3.3 Notifications (p. 54), 5.3.5 Set Configuration (p. 55), *inter alia* – No support for mapping of OCPP 1.5 features to OCPP 2.0, no date, *clarification:* features are out of scope because Provider did not implement OCPP version 1.5.

B. Section 6, Firmware Management Profile (pp. 82-93)

Exceptions (will not be implemented by Due Date, with reason) and clarifications:

6.1.1 Update Firmware (p. 84)

Section 6.1.1 describes the functionality for firmware Updates scheduled in the future. The functionality is overly complicated, and Provider does not believe it will be supported in the specification. To simplify implementation, all firmware Updates provided by Provider will be implemented with a current or past timestamp.

Update requests received when the EV Charging Station is processing a pending request ("waiting for retrieval or installation" of firmware), will be rejected. The Central System will cancel the pending request prior to sending a new request (which is permitted under the specification).

OCPP 2.0 Vendor (Messaging) Extensions

ChargePoint's Vendor Extensions are implemented using OCPP 2.0 Data Transfer Protocol and are divided into two (2) sections;

- Station and Network Management messages; and
- Service Management messages.

The list of messages that are applicable to these sections:

Station and Network Management messages
- Device Configuration;
- Network Configuration;
- Security; and
- Notifications (status, alerts).

Service Management messages

- Pricing;
- Ad message;
- Video Ad; and
- Access Control lists.