



ChargePoint, Inc.

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Memorandum of Understanding for DC Fast Charging Projects

This Memorandum of Understanding (the “MoU”) is made as of _____ among ChargePoint, Inc., a Delaware corporation and _____ (“Site Host”) for the purpose of providing the framework for a future binding agreement for ChargePoint to provide DC Fast Electric Vehicle charging stations (the “Charging Stations”) for the Site Host’s property, described in Exhibit A. ChargePoint and Site Host may be hereinafter referred to collectively as the “Parties” and individually as a “Party”.

Except as expressly set forth in this MoU, this MoU is not binding upon the Parties and creates no legally binding obligations. The general understandings of the Parties are set forth on a preliminary basis in this MoU and may be further set forth (in each Party’s sole and absolute discretion) in greater detail in the definitive binding agreements to be negotiated, entered into, and executed by authorized representatives of the Parties (“Definitive Agreements”).

Site Host is pleased to join ChargePoint in its mission to provide electric vehicle (EV) drivers convenient and connected charging solutions at home, at work, around town and out of town. ChargePoint desires to contract with Site Host for the purpose of installing Charging Stations and other associated equipment needed to connect the charging stations to the grid and providing charging services to EV drivers. Site Host will own and maintain the Charging Stations. Site Host will work with ChargePoint to procure maintenance support and network services for the Charging Stations.

Obligations are Conditional

Each party’s obligations under the proposed project are conditioned upon the execution of Definitive Agreements in form and substance reasonably satisfactory to each party.

Scope

The activities and services provided as part of the proposed project by ChargePoint will include the following items at the Site Host’s property described in Exhibit A:

- Available space to support the installation and operation of and adequate room for cabling, distribution, etc.
- Provision of ChargePoint DC Fast Charging Stations
- Engineering, Permitting & Installation

Maintenance under the warranty will be provided by ChargePoint or authorized ChargePoint subcontractors and will include service and support of the charging stations, ancillary equipment and signage associated with the operation of the Charging Station on site.



Site Host will, in turn, commit to owning and operating the Charging Stations and making associated parking spaces available for a minimum period of five years. Site Host also commits to ensuring that all of the Charging Stations will remain accessible 24 hours per day, every day, and that the charging spaces will remain adequately lit and kept in broom clean condition.

Site Host also guarantees that ChargePoint or its authorized representatives and agents shall have full, unimpeded access to the charging stations and surrounding site in order to perform any activities necessary for installation, customer service, and maintenance throughout the term of the project agreement and the warranty period.

Term

Either Party may terminate this MoU at any time, upon written notice to the other Party. It is the intent of both parties to enter into a definitive purchase agreement to install and support electric vehicle charging stations at the property for a minimum term of five years. The agreement shall include options to enhance the site with upgraded technology or additional stations and to extend support and site operation for an additional term.

We are excited about the proposed project and look forward to being a part of the global electric vehicle transportation revolution. In witness whereof, the parties hereby execute this MoU and it is effective as of the later of the dates set forth in the respective signatures of the parties below.

Intellectual Property Rights

Nothing in this MOU will function to transfer any of either Party's Intellectual Property rights to the other party, and each Party will retain exclusive interest in and ownership of its Intellectual Property ("IP") developed before this agreement or developed outside the scope of this agreement. For purposes of this MOU, "Intellectual Property" shall mean all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records. New IP developed in each company's core domain will be owned solely by that company. Any and all jointly created Intellectual Property by the Parties under this MOU shall be defined in the Definitive Agreement.



Confidentiality

The Parties acknowledge that they will have access to certain information and materials concerning each other's business and products, including the terms and conditions of this MoU, that are confidential and of substantial value to the other (the "Confidential Information"), which would be impaired if such Confidential Information was disclosed to third parties. The Parties each agree that they will not use such Confidential Information except in performance of this MoU, or disclose such Confidential Information to third parties except as required by applicable law and provided the receiving party uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure. Furthermore Parties may disclose such Confidential Information to third parties related to the development of a future agreement, provided that such parties are bound by terms of confidentiality at least as restrictive as those in this Agreement. Each Party will also take every reasonable precaution to protect the Confidential Information. For purposes of the foregoing obligations, Confidential Information does not include information that (i) was rightfully known to the receiving party prior to its receipt, (ii) is or becomes publicly available without breach of this MoU or wrongful act of the receiving party, (iii) is received by receiving party without an obligation of confidentiality and without breach of this MoU, or (iv) is developed independently by the receiving party without using Confidential Information. **This Section shall be binding on both Parties, regardless of the existence or creation of a Definitive Agreement in the future.**

No Partnership or Agency

Nothing in this MoU constitutes an inducement or commitment to enter into any business relationship. If the Parties desire to pursue business opportunities, the Parties shall execute Definitive Agreements with respect to such opportunities.

Signatories

ChargePoint, Inc.

By:

By:

Date:

Date:

Name:

Name: Jonathan Kaplan

Title:

Title: General Counsel

Contact for Notices:

Contact for Notices:

254 East Hacienda Avenue
Campbell, CA 95008



“Exhibit A”
Description of Site Host’s Properties

Site # _____

Charging station installation will be located _____,
_____ County, State of Colorado.

Reference: _____