

**THIRD AMENDMENT TO THE MASTER SERVICES
AND SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND
CHARGEPOINT, INC.**

THIS THIRD AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND CHARGEPOINT, INC. ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("Subscriber") and ChargePoint, Inc., a Delaware corporation ("CPI").

WHEREAS, on May 2, 2017, the parties entered into the Master Services and Subscription Agreement between the Subscriber and CPI (the "Agreement");

WHEREAS, on August 14, 2018, the parties entered into the First Amendment to the Agreement (the "First Amendment") to extend the term of the Agreement and increase the amount paid to CPI by \$1,014.00;

WHEREAS, on April 13, 2021, the parties entered into the Second Amendment to the Agreement (the "Second Amendment") to extend the term of the Agreement to August, 29, 2026, and increase the amount paid to CPI by \$25,881;

WHEREAS, Section 1.2 of the Agreement references the incorporation of certain Exhibits, including but not limited to "Exhibit 4: Price Quotation," which sets forth the pricing terms applicable to the ChargePoint Services; and

WHEREAS, the parties desire to add charging stations to City designated locations as described in the CPI quote attached hereto as Exhibit A-3 and increase the amount .

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Amended Agreement:

1. **SECTION 1.2 - EXHIBITS AND PRIVACY POLICY.** Section 1.2 of the Agreement shall be amended to add that CPI shall perform all services described in the Price Quotation as provided in Exhibit A-3. The Price Quotations of the Agreement and any amendments thereto, shall remain in full force and effect, and the parties acknowledge that it will continue to govern the existing pricing terms. In addition to the existing pricing terms, the parties agree to add the attached Price Quotation document ("Additional Price Quotation") as Exhibit "A-3", which is incorporated into and made a part of this Agreement.

2. **SECTION 9 - TERM AND TERMINATION.** The term of the Agreement shall be extended to August 29, 2026.

3. **SECTION 2.2 - SUBSCRIPTION FEES.** Section 2.2 of the Agreement shall be amended to add that the Subscriber shall also pay all fees described in Exhibit A-2 in the amount of \$ 9,331.02.

4. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third Amendment constitute the entire agreement between the

parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 17th day of October, 2023.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:

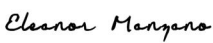
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William C. Brand, Mayor

CHARGEPOINT, INC.,
a Delaware corporation

DocuSigned by:

0273ECE89F57429...
By: ~~Henrik Gerdes~~
Name: Henrik Gerdes
Title: Chief Accounting Officer

ATTEST:

DocuSigned by:

72E2AC718C214CE
Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

ABED8CF35EEF48C
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

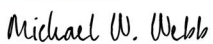
DocuSigned by:

669049EDEF03D402
Michael W. Webb, City Attorney

EXHIBIT "A-3"
CHARGEPOINT QUOTATION

See attached.

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Tony Chang
E-Mail: tony.chang@chargepoint.com
Telephone:

Quote Number: Q-278684-1
Date: 3/9/2023

Primary Contact: Andrea Delap

Bill To Address

Andrea Delap
City of Redondo Beach
415 Diamond Street,
Redondo Beach California 90277
United States
andrea.delap@redondo.org
310-318-0686

Ship To Address

Andrea Delap
City of Redondo Beach
545 N Gertruda (City Yard)
Redondo Beach California 90277
United States
andrea.delap@redondo.org
1-310-318-0686 Ext 4151

Product Name	Product Description	Qty	Total Price
CPF50-L18-PEDMNT-CMK6-Dual	Dual Port, Pedestal Mount, 50A, Type 1, Cable 18', Single Phase Charger with Cable Management Kit. Unit ships in 5 separate boxes. See invoice or packing slip for details.	1	USD 5,930.00
CPGW1-LTE	The ChargePoint Gateway provides connectivity for CPF25 and CPF50 to ChargePoint's Cloud via a cell to Wi-Fi modem. One gateway can provide connectivity up-to 9 CPF25/CPF50 ports that are within 150 feet line of sight of the gateway. A gateway must be ordered for a new site, or if the site exceeds more than 9 ports, or if the CPF25/CPF50 is installed more than 150 feet from the existing gateway.	1	USD 0.00
CPCLD-FLEETCOMM-3	CPCLD-FLEETCOMM-3	2	USD 1,740.00
CPF-ACTIVE	Initial Station Activation & Configuration Service for CPF - Activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports, and alerts. One time initial service per station.	2	USD 200.00

CPSUPPORT-SITEVALID	Customer works with their own contractor to perform all construction and station installation services. ChargePoint will then engage an authorized ChargePoint Partner to perform Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. Upon successful Site Validation, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Note, a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. Priced per site.	1	USD 630.00
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Product Name	Product Description	Qty	Total Price
CT1000-CPCMF-CPFL00K	The ChargePoint RFID Fleet Card Kit includes 10 RFID Fleet Cards for charging fleet vehicles. Fleet managers log into the admin portal to set up the fleet cards and associate each card with a fleet vehicle. The Card Kit enables managers to track and manage all fleet vehicle charging within the admin portal. The RFID Fleet Cards can be used at stations owned by the organization or public ChargePoint stations.	1	USD 70.00

Quote Total: USD 8,570.00

Discount: USD 0.00

Estimated Tax: USD 570.02

Shipping Fee: USD 191.00

Grand Total: USD 9,331.02

Quote Acceptance

- + Invoices are Net 30 from invoice receipt.
- + Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
- + All prices are FCA ChargePoint warehouse(s).
- + Customer to be invoiced at time of shipment.
- + Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- + Credit Checks are required for new customers.
- + Pricing does not include installation or mounting services unless specifically quoted above.
- + Additional Purchase Terms and Conditions can be found at <http://www.chargepoint.com/termsandconditions>
- + Additional terms and conditions for ChargePoint Assure can be found at <http://www.chargepoint.com/legal/assure>
- + Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

Company Name: City of Redondo Beach

Accounts Payable Contact Name:

Accounts Payable Contact E-Mail:

Requested Ship Date:

**SECOND AMENDMENT TO THE MASTER SERVICES
AND SUBSCRIPTION AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH AND CHARGEPOINT, INC.**

THIS SECOND AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND CHARGEPOINT, INC. ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("Subscriber") and ChargePoint, Inc., a Delaware corporation ("CPI").

WHEREAS, on May 2, 2017, the parties entered into the Master Services and Subscription Agreement between the Subscriber and CPI (the "Agreement");

WHEREAS, on August 14, 2018, the parties entered into the First Amendment to the Master Services and Subscription Agreement between the Subscriber and CPI (the "First Amendment") to extend the term of the Agreement and increase the amount of payment for to CPI;

WHEREAS, the Agreement is set to expire on August 29, 2021;

WHEREAS, the parties desire to add charging stations to City designated locations as described in the CPI quote attached hereto as Exhibit A-2; and

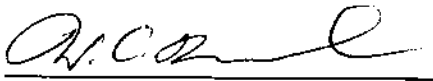
WHEREAS, the parties desire to extend the term of the Agreement and add renew the CPI subscription plan as described in the CPI quote attached hereto as Exhibit A-1.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Amended Agreement:

1. SECTION 1 - SCOPE OF SERVICES. The Agreement shall be amended to provide that CPI shall perform all services described in the CPI quotes as provided in Exhibits A-1 and A-2 to which the cloud subscription services will be governed by the Agreement.,
2. SECTION 9 - TERM AND TERMINATION. The term of the Agreement shall be extended to August 29, 2026.
3. SUBSCRIPTION FEES AND PAYMENT TERMS. Subscriber shall pay all fees described in Attachment A-1 in the amount of \$25,881
4. NO OTHER AMENDMENTS. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 13th day of April, 2021.

CITY OF REDONDO BEACH
a chartered municipal corporation



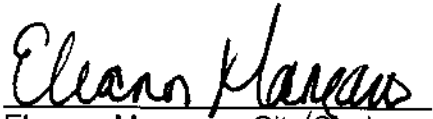
William C. Brand, Mayor

ChargePoint, Inc.,
a Delaware corporation

By: 

Name: Rex S. Jackson
Title: Chief Financial Officer

ATTEST:



Eleanor Manzano, City Clerk

APPROVED:



Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

EXHIBIT A-1

CHARGEPOINT, INC. RENEWAL QUOTE

See attached.

Quote Options

ChargePoint ORG ID:
NA004261
City of Redondo Beach



254 E. Hacienda Avenue
Campbell, CA 95008
All Prices in U.S Dollars

Today's Date: 4/7/2021

Quote Expires: 30 Days from Today

Quote: Q-132194

Jesse Reyes
Jesse.Reyes@redondo.org

Joe Qjeda
joe.qjeda@chargepoint.com

ChargePoint Cloud Services

- 24/7/365 Driver support
- Station Owner Support 5am – 6pm Mon – Fri
- Payment processing & pricing
- Visibility on ChargePoint map
- Station configuration & reporting

Option 1

Select one Option:



Extend Exp
Date to: 8/29/2026

Total Ports 1

Total Price \$879.00

Assure - ChargePoint's Maintenance & Management Program

- 100% of all labor including vandalism & accident
- 100% parts for manufacturer defects
- 98% guaranteed uptime
- 1 business day repair dispatch
- Proactive station monitoring

Option 1

Select one Option:



1 Stations Assure \$418.00

www

Total: \$ 1,297.00

Terms and Conditions

1. The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
2. All invoices are: Net 45 days or prepaid.
3. Prices do not include tax where applicable.
4. Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
5. Customer to be invoiced at time of shipment

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Quote Signatory

Bill To

Name: _____

Company Name: _____

Title: _____

Address: _____

Signature: _____

City, State, Zip: _____

Company: _____

Accounts Payable

Date: _____

Name: _____

Email: _____

Phone: _____

EXHIBIT A-2

CHARGEPOINT, INC. NEW SERVICES QUOTE

See attached.



Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Tony Chang
E-Mail: tony.chang@chargepoint.com
Telephone:

Quote Number: Q-132598-1
Date: 4/8/2021
Expires On: 5/8/2021

Primary Contact: Jesse Reyes

Bill To Address

City of Redondo Beach
531 North Gertruda Ave
Redondo Beach California 90277
United States

Ship To Address

City of Redondo Beach
531 North Gertruda Ave
Redondo Beach California 90277
United States

Product Name	Product Description	Qty	Unit Price	Total Price
CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	15	USD 1,319	USD 19,785
CPCLD-ENTERPRISE-DC-5	5yr Prepaid, DC, Enterprise Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Time of Use-varying Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware), Meter Data and Advanced Analytics, Building/Energy Management System API, Plug-n-charge (*), Real-Time DC Dynamic Power Management (*), Occupancy Detection (*), Predictive Maintenance and Diagnostics (*). (*) on supported DC stations.	1	USD 4,799	USD 4,799

Quote Total: USD 24,584.00

Shipping and Handling: USD 0.00

Grand Total: USD 24,584.00



Quote Acceptance

- All prices are FCA ChargePoint warehouse(s).
- Customer to be invoiced at time of shipment.
- Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- All invoices are Net 45 days.
- Credit Checks are required for new customers.
- Pricing does not include installation or mounting services unless specifically quoted above.
- The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

**FIRST AMENDMENT TO THE
MASTER SERVICES AND SUBSCRIPTION AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH
AND CHARGEPOINT, INC.**

THIS FIRST AMENDMENT TO THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and ChargePoint, Inc., a Delaware Corporation ("Contractor").

WHEREAS, on May 2, 2017, the parties originally entered into the Master Services and Subscription Agreement between the City and Contractor (the "Agreement");

WHEREAS, the parties wish to further amend the Agreement ("Amended Agreement").

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Amended Agreement:

1. Scope of Services. The Amended Agreement is hereby amended to include the services as described in the attached quote attached hereto and incorporated herein as Exhibit A, including but not limited to, the provision of ChargePoint Network Software Services, ChargePoint Assure Maintenance & Management Program and ChargePoint One-Time Site Validation.
2. Schedule for Completion. The Amended Agreement is hereby amended to extend the term to August 28, 2021.
3. Compensation. The Amended Agreement is hereby amended to increase compensation to \$1014.00 for the services provided in Exhibit A.
4. No Other Amendments. Except as expressly stated herein, the Amended Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment the terms of this First Amendment shall govern.



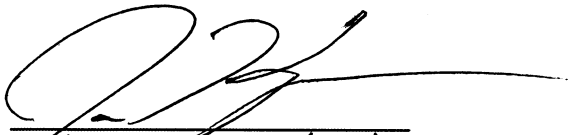
IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 14th day of August, 2018.

CITY OF REDONDO BEACH

CHARGEPOINT, INC.



William C. Brand, Mayor

By: 

Name: Jonathan Kaplan

Title: General Counsel

ATTEST:

APPROVED:



Eleanor Manzano, City Clerk



Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



Quote Options

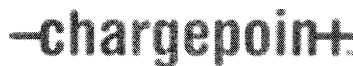
ChargePoint ORG ID: NA004261

City of Redondo Beach
531 North Gertruda Ave,
Redondo Beach, California 90277

Mike Klein

(31) 031-8686

Michael.Klein@redondo.org



254 E. Hacienda Avenue
Campbell, CA 95008

Today's Date: 7/24/2018

Quote Expires: 8/28/2018

Quote: 2018-A0270

Alex Smith

669-237-3320

alex.smith@chargepoint.com

ChargePoint Network Software Services

- 24/7/365 Driver support
- Station Owner Support 5am – 6pm Mon – Fri
- Payment processing & pricing
- Visibility on ChargePoint map
- Station configuration & reporting

	Option 1	Option 2	Option 3
Select one Option:	☐	☐	☒
Extend Exp Date to:	8/28/2019	8/28/2020	8/28/2021
Total Ports	1	1	1
Total Price	\$200.00	\$336.46	\$504.00

ChargePoint Assure - Maintenance & Management Program

- 100% of all labor including vandalism & accident
- 100% parts for manufacturer defects
- 98% guaranteed uptime
- 1 business day repair dispatch
- Proactive station monitoring

	Option 1	Option 2	Option 3
Select one Option:	☐	☐	☒
One Year Assure	\$170.00	Two Year Assure	\$350.00
Three Year Assure *			\$510.00

ChargePoint One-Time Site Validation

1 Site Validations *	\$599.00	\$599.00	\$0.00
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* Initial Site Validation fees waived if 3 years Network Subscription & 3 years Assure are purchased together - Re-validation fees still apply.

☐

I decline ChargePoint Assure

Total: \$1,014

Terms and Conditions

1. The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
2. All pricing confidential between Customer and ChargePoint.
3. All invoices are: Net 30 days or prepaid.
4. Prices do not include tax where applicable.
5. Successful Site Validation is required to enable ChargePoint Assure. If station/site does not pass Site Validation the customer is responsible for the cost of station or site
6. Cost of site revalidation is \$599.00
7. Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
8. Customer to be invoiced at time of shipment
9. Additional purchase terms and conditions can be found at <http://www.chargepoint.com/termsandconditions>

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Quote Signatory

Name: _____
Title: _____
Signature: _____
Company: _____
Date: _____

Bill To

Company Name: City of Redondo Beach
Address: 531 N Gertruda Ave
City, State, Zip: Redondo Beach, CA, 90277

Accounts Payable

Name: Jesse Reyes
Email: jesse.reyes@redondo.org
Phone: 310-379-2477

EXHIBIT A



CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE CITY OF REDONDO BEACH ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI").

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;
- (c) Subscriber's use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights
- Exhibit 4: Price Quotation
- Exhibit 5: Fleet Plan Features

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 "APIs" means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.2 "ChargePoint Connections" shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.3 "ChargePoint®" means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.4 "ChargePoint Services" means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI.



2.5 "ChargePoint Application" means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.6 "Charging Station" means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.7 "Content" means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.8 "CPI Marks" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.9 "CPI Property" means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.10 "Documentation" means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.11 "Effective Date" means the date this Agreement is executed by both parties.

2.12 "Intellectual Property Rights" means 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.

2.13 "Malicious Code" means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.14 "Party" means each of CPI and Subscriber.

2.15 "PII" means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.16 "Provisioning" means activating Charging Stations, warranties and Service Plans on ChargePoint

2.17 "Rights" means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have



granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.18 "Service Plan(s)" means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.19 "Subscriber" means City of Redondo Beach.

2.20 "Subscriber Content and Services" means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property. This Content shall only be limited to an animation and instruction video loop/screen that will play. In no event shall ChargePoint display advertising on the charging station.

2.21 "Subscriber Marks" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 "Subscription Fees" means the fees payable by Subscriber for subscribing to any ChargePoint Services as provided in Exhibit 4.

2.23 "Taxes" shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 "Token(s)" means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 "User" means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS. A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan to increase, enhance, and add features, at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance



with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.



5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"



(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Subscriber and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content , including map features may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.



6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Service Plan.



Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES



NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed the greater of the (i) aggregate Services Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability or (ii) \$25,000.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS



RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Service Plans. The initial term of this Agreement shall be from the Effective Date and shall continue until that initial subscription expires. Thereafter, to the extent Subscriber amends the Agreement, this Agreement shall continue.

9.2 SERVICE PLAN TERM. Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the



law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) at the sole discretion of the Subscriber with thirty days notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Intentionally deleted.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.



11.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

11.5 ATTORNEYS' FEES. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

11.6 CLAIMS. Any claim by CPI against Subscriber hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the Subscriber shall be waived if not made within six (6) months after accrual of the cause of action.

11.7 NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim. If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.8 NOTICES. Other than the notices required in Section 11.7, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.



11.9 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.10 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.11 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.12 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.13 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.14 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.15 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other



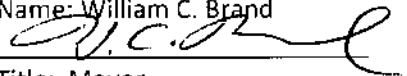
materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.16 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.17 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber: City of Redondo Beach

Name: William C. Brand



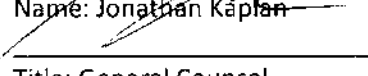
Title: Mayor

Date: May 2, 2017

Address: 415 Diamond Street, Redondo Beach,
CA 90277

ChargePoint, Inc.

Name: Jonathan Kaplan



Title: General Counsel

Date: 4-17-17

Address: 254 E. Hacienda Ave, Campbell, CA
95008

APPROVED AS TO FORM:


ACTING CITY ATTORNEY

ATTEST:

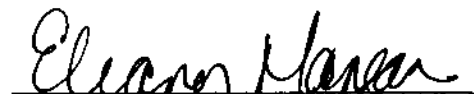

ELEANOR MANZANO, CITY CLERK



EXHIBIT 1

FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing").

1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:

1.1 "CPI Fees" means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees. However, no price increase shall be effective unless Subscriber gives CPI its written consent.

1.2 "Net Session Fees" means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.3 "Session" or "Charging Session" means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 "Session Fees" means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such



payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars (\$50), except in connection with the expiration or termination of this Agreement. However, in no event shall CPI not remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.



EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

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

1.1 "API Implementation" means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 "API Documentation" means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 "CPI Site Terms" means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber's Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 AVAILABLE APIs AND FUNCTION CALLS. The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Service Plan, and Subscriber's particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 USE AND DISPLAY OF CONTENT. Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

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

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business



partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

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

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.



3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.



EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 "Rights Grantor" means Subscriber.

1.2 "Rights Grantee" means a any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. TERMS. This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.



EXHIBIT 4
PRICE QUOTATION

Pricing shall only be for the initial subscription period. Renewals, if any, shall be subject to the then current price. The Price Quotation for the initial subscription period is attached.



ChargePoint

Quotation

ChargePoint, Inc.

254 East Hacienda Avenue | Campbell, CA | 95008-6617 USA
chargepoint.com
Phone: (408) 841-4500

Quote #: Q-05399-1
Date: 12/21/2016
Expires On: 1/31/2017

Sales Rep: David Nevarez
Phone: 4088727505
Email: david.nevarez@chargepoint.com

Contact: Jon Emerson

Bill To

Jon Emerson
City of Redondo Beach
531 N Gertruda Ave
Redondo Beach CA 90277
US
jon.emerson@redondo.org
(310) 318-0686 x 4151

Ship To

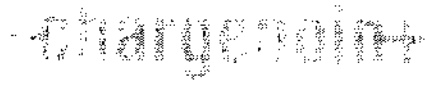
Jon Emerson
City of Redondo Beach
531 N Gertruda Ave
Redondo Beach CA 90277
US
jon.emerson@redondo.org
(310) 318-0686 x 4151

Product Name	Product Description	Qty	Unit Price	Total Price
CPF25 L18	The CPF25 is a robust, outdoor-rated, single output, 18 foot cable, 208/240, 32A, L2 charger with a wall mount option and access control. It is ideal for dedicated fleet or multi-family charging requiring access control and utilization tracking. It operates only with a Fleet or Multi-Family Cloud Services Plan.	1	\$1 500	\$1,500

Product Name	Product Description	Qty	Unit Price	Total Price
CPF-ACTIVE	Fleet Application Only - Initial Station Activation & Configuration Service - Activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per single or dual station. 3-5 Stations \$50 off List, 6-10 Stations \$80 off List, 11 or more \$110 off List.	1	\$229	\$229

Product Name	Product Description	Qty	Unit Price	Total Price
CPCLD-FLEET-1	1 Year Prepaid Fleet Cloud Services Plan. Includes On-going Station Software OTA updates, 24/7/365 Network Operations & Driver Support, Access Control, Reporting and Analytics, Station Management API use, Usage Analysis API use, Basic Energy Management, Vehicle Management, ChargePoint Fuel Card Service.	1	\$205	\$205





Product Name	Product Description	Qty	Unit Price	Total Price
CPGW1	The ChargePoint Gateway (US) provides connectivity for CPF25s to ChargePoint's Cloud via a cell to wifi modem. One gateway can provide connectivity up-to 9 CPF25 ports that are within 150 feet line of sight of the gateway. A gateway must be ordered for a new site, or if the site exceeds more than 9 ports, or if the CPF25 is installed more than 150 feet from the existing gateway.	1	\$0	\$0

Quote Total: \$1,934.00

Grand Total: \$1,934.00

Note: Sales tax in applicable states (AZ, CA, FL, GA, MA, NY, TX) and shipping fees will be applied to this quote at time of invoicing.

- All pricing is confidential between Customer and ChargePoint.
- All prices are FOB Origin.
- Customer to be invoiced at time of shipment.
- All invoices are Net 30 days. Credit checks are required for new customers.
- Pricing does not include installation or mounting services unless specifically quoted above.
- Additional Purchase Terms and Conditions can be found at <http://www.chargepoint.com/termsandconditions>

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Accepted by:

Signature:

Name (Print):

Jon Emmelein

Title:

Senior Management Analyst

Date:

1/26/2017

Requested Ship Date:

March 1, 2017



EXHIBIT 5
FLEET PLAN FEATURES

See attached.



Fleet Plan

Enrollment and Charging Information

Fleet Plan is the cloud service plan for the CPF25 charging station.

Station Management	
Access Control	Control which vehicles use your charging stations. Assign RFID cards to fleet vehicles and allow only those vehicles to charge at your stations.
Energy Management	Enroll in utility Demand Response programs that may offer incentives such as discounts on installation, equipment and energy costs.
Real-Time Station Visibility	Get real-time information on station availability.
Reporting and Analytics	Generate automated reports including energy usage, greenhouse gases avoided, station usage, peak occupancy, session duration and more.
Remote Management	Remotely configure, monitor and track all of your charging stations.
Rights Granting	Some electric utilities have programs that offer fleets attractive rebates for EV charging stations or provide incentives for curtailing power during periods of peak electricity demand. To participate in these programs, the utility must be able to view usage data, or notify you when it's time to reduce your power usage. Rights Granting makes enrolling in these programs as simple as checking a box, with automated data transfer and notifications.
Automatic Updates	Receive automatic, over-the-air station software updates.
24/7 Driver Phone Support	Your drivers can get phone support 24 hours a day, every day of the year.
Station Owner Support	Station managers can get help from our dedicated, expert support team that is available during business hours, Monday to Friday 8AM to 9PM EST.

Vehicle Management	
Track Vehicle Usage	Get real-time information on your fleet vehicles whenever they are plugged into a charging station. You can track the location and station where your vehicles are charging, know when they are fully charged and view usage reports both by vehicle and by fleet.
ChargePoint Fleet Card Service	Your fleet vehicles may need to charge on route. The Fleet Card Service gives you a convenient way to pay for charging at public ChargePoint stations that require payment. All charging activities and fees are tracked, and you can pay for charging through a purchase order and invoicing or, optionally, by credit card.



ChargePoint CPF25
Two Stations with Dual Pedestal Mount
and Cord Management Kit

Ordering Information

Description	Order Code
Fleet Plan (1, 2, 3, 4 or 5 years)	CPCLD-FLEET- <i>n</i> ¹

¹Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years)

Required Companion Products

Description	Order Code
CPF25 Level 2 Charging Stations	Please visit chargepoint.com/files/datasheets/ds-cpf25.pdf
ChargePoint Gateway	Please visit chargepoint.com/files/datasheets/ds-cpgw.pdf

Recommended Companion Products

Description	Order Code
Station Initial Activation	CPSUPPORT-ACTIVE
ChargePoint Assure	CPF25-ASSURE- <i>n</i> ¹

¹Substitute *n* for the duration of additional coverage (1, 2, 3 or 4 years)

Contact Us

To order the Fleet Plan:

-  Visit chargepoint.com/sales
-  Call +1.408.705.1992
-  Email sales@chargepoint.com



ChargePoint, Inc.
254 E Hacienda Avenue | Campbell, CA | 95008-6617 USA
+1.408.841.4500 or toll free +1.877.370.3802
chargepoint.com

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