

Valve Maintenance Terms (with or without Verifi support)

These terms and conditions ("**Maintenance Terms**"), together with a Maintenance Order, are a legal agreement between you ("**Customer**" or "**you**") and ChargePoint Technology Limited incorporated and registered in England and Wales with company number 6751239 whose registered office is at 58 Evans Road, Liverpool, L24 9PB ("**ChargePoint Technology**", "**our**", "**us**" or "**we**") for maintenance of the Maintained Equipment, which may be supported by the Verifi Software and Verifi Services (the "**Maintenance Agreement**").

Where applicable, your use of the Verifi Software and Verifi Services are subject to separate terms and conditions between you and ChargePoint Technology.

If you are agreeing to these Maintenance Terms on behalf of a company or organisation, you represent and warrant that you have authority to do so.

YOU AGREE TO THESE Maintenance TERMS WHICH WILL BIND YOU AND YOUR EMPLOYEES. THESE MAINTENANCE TERMS INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 8.

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in these Maintenance Terms.

"Additional Services Fees"	the additional fees for maintenance as set out in the Maintenance Order payable under clause 5.2.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Commencement Date"	the date specified in the Maintenance Order.
"Confidential Information"	all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Maintenance Services, who need to know the confidential information in question to the other party and that party's Representatives in connection with these Maintenance Terms, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.
"Customer Data"	the data inputted by you or ChargePoint Technology on your behalf for the purpose of using the Software and Services or facilitating your use of the Software and Services.

"Data Protection Legislation"	up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (a) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (b) any successor legislation to the GDPR or the Data Protection Act 1998.
"Documentation"	the manual made available to you by ChargePoint Technology which sets out a description of the Maintained Equipment, Software, Services and the user instructions for the Software and Services.
"Excluded Causes"	<ul style="list-style-type: none">(a) use of the Maintained Equipment with computer equipment or materials not supplied or approved in writing by ChargePoint Technology;(b) any maintenance, alteration, modification or adjustment performed by persons other than ChargePoint Technology or its employees or agents;(c) the Customer or a third party moving the Maintained Equipment;(d) the use of the Maintained Equipment in breach of any of the provisions of the agreement under which the Maintained Equipment was supplied;(e) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Maintained Equipment; or(f) the neglect or misuse of the Maintained Equipment.
"Excluded Maintenance"	any maintenance services required to restore any malfunctioning or failed Maintained Equipment to Good Working Order where the malfunction or failure results from or is caused by any of the Excluded Causes.
"GDPR"	General Data Protection Regulation ((EU) 2016/679).
"Good Industry Practice"	in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in

	the same type of undertaking under the same or similar circumstances.
"Good Working Order"	the Maintained Equipment operates in accordance with the Operating Manuals.
"Initial Period"	a period of 12 months commencing on the Commencement Date.
"Location"	the location of the Maintained Equipment at the Customer's premises as specified in the Maintenance Order or any other location as may be agreed by the parties in writing from time to time.
"Maintained Equipment"	the equipment specified in the Maintenance Order.
"Maintenance Fees"	the fees payable by the Customer for the provision of the Maintenance Services, as set out in the Maintenance Order, as these fees are varied from time to time in accordance with these Maintenance Terms.
"Maintenance Order"	the order for Maintenance Services from you to ChargePoint Technology.
"Maintenance Services"	the services to maintain the Maintained Equipment as set out in the Maintenance Order.
"Normal Business Hours"	8.30 am to 4.30 pm GMT on a Business Day.
"Operating Manuals"	all operating manuals and specifications relating to the Maintained Equipment which are provided to the Customer by ChargePoint Technology.
"Verifi Hub"	the hardware manufactured and supplied by ChargePoint Technology under our standard terms and conditions which, when attached to valves, records and displays data regarding usage of the valve.
"Verifi Hub Software"	the software contained on the Verifi Hub.
"Verifi Portal"	the portal which allows you to monitor the Customer Data collected by the Verifi Hub and located at www.verifiportal.com or any other website notified to you by ChargePoint Technology from time to time.

"Verifi Software"	the software applications provided by ChargePoint Technology comprising: (i) the Verifi Hub Software; and (ii) the Verifi Portal Software.
"Verifi Services"	the services provided by ChargePoint Technology to you via the Verifi Portal, that enables you to monitor usage of valves to which the Verifi Hub is attached, as more particularly described in the Documentation.

2. **Maintenance Services**

- 2.1. During the Maintenance Agreement, ChargePoint Technology shall provide the Customer with the Maintenance Services for the Maintained Equipment.
- 2.2. ChargePoint Technology shall attend at a frequency as is reasonably determined by ChargePoint Technology to perform the Maintenance Services, and as agreed with the Customer. Where ChargePoint Technology wishes to attend the Location in order to perform Maintenance Services, it shall do so during Normal Business Hours.
- 2.3. In performing any Maintenance Services, ChargePoint Technology shall use all reasonable endeavours to restore any malfunctioning or failed Maintained Equipment to Good Working Order either remotely or while in attendance at the Location. Where this is not reasonably practicable, or not reasonably practicable within Normal Business Hours, ChargePoint Technology shall either arrange for a further visit to the Location within Normal Business Hours to complete the repair, or remove the Maintained Equipment or part of the Maintained Equipment for repair off-site.
- 2.4. ChargePoint Technology shall procure that its personnel shall, while on site at the Location, comply with the Customer's reasonable health and safety and security policies provided that these policies have been brought to the attention of its personnel.

3. **Replacements and spare parts**

- 3.1. In performing the Maintenance Services, ChargePoint Technology shall use all reasonable endeavours to use spare parts already held by the Customer. Where the Customer does not hold the relevant spare part(s), subject to the Customer's agreement, ChargePoint Technology shall supply the relevant spare part(s) (subject to its terms and conditions for the supply of goods).
- 3.2. All spare parts and/or replacements provided by ChargePoint Technology to the Customer shall become part of the Maintained Equipment and the property of the Customer. ChargePoint Technology will assign to the Customer, with full title guarantee and free from all third-party rights, all spare parts and/or replacements provided by ChargePoint Technology. All parts and components removed from the Maintained Equipment by ChargePoint Technology in the course of performing the Maintenance Services shall no

longer constitute part of the Maintained Equipment. For the purposes of this sub-clause, 'assign' includes 'transfer ownership of'.

4. Customer's obligations

The Customer shall:

- 4.1.1. (where using the Verifi Software and Verifi Services) be responsible for transfers of Customer Data from the Verifi Hub Software to the Verifi Portal Software, and ChargePoint accepts no liability for lost Customer Data due to the Customer's failure to transfer Customer Data on a regular basis;
- 4.1.2. ensure that the Maintained Equipment is installed and kept at the Location, under suitable conditions, as specified in Maintenance Order, and permit only trained and competent personnel to use it and follow any operating instructions as ChargePoint Technology may give from time to time;
- 4.1.3. notify ChargePoint Technology promptly if the Maintained Equipment is discovered to be operating incorrectly;
- 4.1.4. at all reasonable times permit full and free access to the Location and to the Maintained Equipment to ChargePoint Technology, its employees, contractors and agents, and provide them with adequate and safe working space, ensure the Maintained Equipment is in a clean and safe state, and any telecommunications facilities as are reasonably required to enable ChargePoint Technology to perform the Maintenance Services and the Additional Services while at the Location;
- 4.1.5. provide ChargePoint Technology with any information that is reasonably requested in the performance of the Maintenance Services and the Additional Services;
- 4.1.6. take any steps reasonably necessary to ensure the safety of ChargePoint Technology's personnel when attending the Location;
- 4.1.7. not allow any person other than ChargePoint Technology to maintain, alter, modify or adjust the Maintained Equipment without the prior written approval of ChargePoint Technology;
- 4.1.8. not move the Maintained Equipment from the Location without the prior written approval of ChargePoint Technology (such approval not to be unreasonably withheld or delayed);
- 4.1.9. store any reserve equipment only in conditions approved by ChargePoint Technology, and make this equipment available for periodic maintenance, as with all other Maintained Equipment; and

4.1.10. only use supplies or materials supplied or approved by ChargePoint Technology (such approval not to be unreasonably withheld or delayed).

5. **Excluded Maintenance**

5.1. ChargePoint Technology is not obliged to perform any Excluded Maintenance.

5.2. Where ChargePoint Technology is performing or has performed the Maintenance Services in circumstances where it is established that the Maintained Equipment was not in Good Working Order due to any of the Excluded Causes, ChargePoint Technology may charge, and the Customer shall pay, the Additional Services Fees in respect of that work.

6. **Charges**

6.1. For the performance of Maintenance Services, the Customer shall pay to ChargePoint Technology the Maintenance Fees, together with any Additional Services Fees.

6.2. The Maintenance Fees and any Additional Services Fees shall be inclusive of all expenses, other than those recoverable in accordance with clause 3.1, and ChargePoint Technology shall be responsible for all costs and expenses incurred in providing the Maintenance Services (other than those recoverable in accordance with clause 3.1).

6.3. Unless otherwise agreed, the Maintenance Fees and any Additional Services Fees shall be due and payable in full to ChargePoint Technology, within 30 days of receipt of a valid invoice from ChargePoint Technology. Any charges for spare parts recoverable in accordance with clause 3.1 shall be due within 30 days of receipt of a valid invoice from ChargePoint Technology.

6.4. If the Customer fails to make any payment due to ChargePoint Technology under these Maintenance Terms by the due date for payment, then, without limiting ChargePoint Technology's remedies, the Customer shall pay interest on the overdue amount at the rate of 2% per annum above Barclays Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6.5. All charges are exclusive of VAT or any other applicable sales tax, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

6.6. ChargePoint Technology may, at any time after the Initial Period, increase the Maintenance Fees by giving to the Customer not less than three months written notice, provided that the increases shall be no more frequent than once in any 12-month period.

7. **Maintenance warranties**

7.1. ChargePoint Technology represents and warrants to the Customer that:

7.1.1. the Maintenance Services and the Additional Services shall be performed:

58 Venture Point Business Park, Evans Road
Liverpool, L24 9PB United Kingdom
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F: +44 (0)151 728 4501
E: sales@thechargepoint.com
Registered in England and Wales no: 6751239

- 7.1.1.1. by an appropriate number of suitably qualified and experienced personnel;
 - 7.1.1.2. using all reasonable skill and care and in accordance with Good Industry Practice; and
 - 7.1.1.3. in accordance with all applicable laws and regulations in force from time to time.
- 7.1.2. ChargePoint Technology has the full capacity and authority and all necessary permissions, licences and consents necessary to enter into, and perform its obligations under, the Maintenance Agreement.
- 7.2. Except as expressly stated in these Maintenance Terms, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including satisfactory quality, fitness for purpose and suitability) are hereby excluded to the fullest extent permitted by law.
8. **Liability**
- 8.1. Neither party excludes or limits liability to the other party for:
- 8.1.1. fraud or fraudulent misrepresentation;
 - 8.1.2. death or personal injury caused by negligence; or
 - 8.1.3. a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 8.2. Subject always to clause 8.1, neither party shall be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 8.2.1. any loss (whether direct or indirect) of profits, business, revenue, or goodwill;
 - 8.2.2. loss or corruption (whether direct or indirect) of data or information; or
 - 8.2.3. any special, indirect or consequential loss, costs, damages, charges or expenses,
- in each case, however arising under these Maintenance Terms.
- 8.3. Subject always to clause 8.1, each party's total aggregate liability in contract, tort (including negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance, contemplated performance, or non-performance of these Maintenance Terms shall be limited to 100% of the total Maintenance Fee paid by the Customer to ChargePoint Technology during the 12-month period immediately preceding the date on which the first cause of action under the Maintenance Agreement first arose.

9. **Data Protection**

9.1. In performing the Maintenance Agreement, we may have access to the work email address and contact telephone numbers of some of your employees, only for the purposes of performing the Maintenance Services. Such information will be dealt with by ChargePoint Technology in accordance with the Data Protection Legislation.

10. **Confidentiality**

10.1. The term Confidential Information does not include any information that:

10.1.1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

10.1.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

10.1.3. was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

10.1.4. was known to the receiving party before the information was disclosed to it by the disclosing party;

10.1.5. the parties agree in writing is not confidential or may be disclosed; or

10.1.6. is developed by or for the receiving party independently of the information disclosed by the disclosing party.

10.2. Each party shall keep the other party's Confidential Information confidential and shall not:

10.2.1. use any Confidential Information except for the purpose of exercising or performing its rights and obligations under the Maintenance Agreement (Permitted Purpose); or

10.2.2. disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

10.3. A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:

10.3.1. it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and

10.3.2. at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 9.

- 10.4. A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 10.5. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in these Maintenance Terms, are granted to the other party, or are to be implied from these Maintenance Terms.
- 10.6. The above provisions of this clause 9 shall continue to apply after termination of the Maintenance Agreement.

11. **Term and termination**

- 11.1. The Maintenance Agreement shall commence on the Commencement Date and shall continue (subject to termination for cause under condition 11.2) for the Initial Period and then shall automatically extend until either party terminates these Maintenance Terms for convenience by giving the other party at least three months' written notice.
- 11.2. Without affecting any other right or remedy available to it, either party may terminate these Maintenance Terms with immediate effect by giving written notice to the other party if:
 - 11.2.1. the other party fails to pay any amount due under these Maintenance Terms on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
 - 11.2.2. the other party commits a material breach of any other term of these Maintenance Terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ten days after being notified in writing to do so;
 - 11.2.3. the other party repeatedly breaches any of the terms of these Maintenance Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Maintenance Terms;
 - 11.2.4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;
 - 11.2.5. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 11.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 11.2.7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - 11.2.8. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 11.2.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 11.2.10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 11.2.11. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 11.2.4 to condition 11.2.10 (inclusive); or
 - 11.2.12. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 11.3. Any provision of these Maintenance Terms that expressly or by implication is intended to come into or continue in force on or after termination of the Maintenance Agreement shall remain in full force and effect.
- 11.4. Termination of the Maintenance Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination, including the right to claim damages in respect of any breach of the Maintenance Agreement which existed at or before the date of termination.
- 11.5. On termination of the Maintenance Agreement for any reason, each party shall as soon as reasonably practicable:
- 11.5.1. return all of the other party's equipment and materials, failing which the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, the party remaining in possession shall be solely responsible for their safe-keeping;
 - 11.5.2. ChargePoint Technology shall provide all reasonable assistance to the Customer and/or any third party engaged by the Customer in connection with the maintenance and support of the Maintained Equipment; and

- 11.5.3. the Customer shall immediately pay any outstanding amounts owed to ChargePoint Technology pursuant to the Maintenance Agreement.
- 11.6. Regardless of its obligations in this clause 11, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy under clause 11.5, it shall notify the other party in writing of that retention, giving details of the documents or materials that it must retain. Clause 9 shall continue to apply to any retained documents and materials, subject to this clause 11.

12. **Force majeure**

ChargePoint Technology shall have no liability to you under these Maintenance Terms if it is prevented from or delayed in performing its obligations under these Maintenance Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of ChargePoint Technology or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you are notified of such an event and its expected duration.

13. **Notice**

- 13.1. If you wish to contact ChargePoint Technology in writing, or if any condition in these Maintenance Terms requires you to give us notice in writing, you can send this to us by e-mail to support@thechargepoint.com.
- 13.2. If we have to contact you or give you notice in writing, we will do so by e-mail.
- 13.3. Any notice given by you to ChargePoint Technology, or by ChargePoint Technology to you, will be deemed received and properly served 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove that an e-mail was sent to the specified e-mail address of the addressee.

14. **Other important terms**

- 14.1. ChargePoint Technology may transfer its rights and obligations under these Maintenance Terms to another organisation. You may only transfer your rights or your obligations under these Maintenance Terms if ChargePoint Technology consents in writing.
- 14.2. These Maintenance Terms and any document expressly referred to in them constitute the entire agreement between you and ChargePoint Technology. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of ChargePoint Technology which is not set out in these Maintenance Terms.

- 14.3. If ChargePoint Technology fails to insist that you perform any of your obligations under these Maintenance Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If ChargePoint Technology does waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.4. Each of the conditions of these Maintenance Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 14.5. These Maintenance Terms are drafted in the English language. If these Maintenance Terms are translated into any other language, the English language version shall prevail.
- 14.6. These Maintenance Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 14.7. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Maintenance Terms or its subject matter or formation (including non-contractual disputes or claims).

