

PATENT DISCLOSURE LETTER

National Electrical Manufacturers Association
Attention: Vice-President Technical Services
1300 N. 17th Street, Suite 1752
Rosslyn, VA 22209

July 7, 2015

In accordance with NEMA's *Standardization Policies and Procedures* ("SPP") Section 3.9¹, the undersigned notifies NEMA that the undersigned or an **Affiliate** does own, control or have the ability to license one or more patents or published patent applications containing one or more **Essential Patent Claims** with respect to a NEMA Standard or proposed NEMA Standard, and the undersigned or its **Affiliate** will grant a license to practice and use such **Essential Patent Claims** to applicants desiring to utilize the license for the purpose of implementing the NEMA Standard or proposed NEMA Standard as our licensing position is described below.

The undersigned identifies the following NEMA Standard or proposed NEMA Standard with respect to which it or an **Affiliate** does own, control, or have the ability to license patents or published patent applications containing one or more **Essential Patent Claims**:

Title of (Proposed) NEMA Standard (including NEMA Identification Number): "EV Charging Network Interoperability Standards, Part 2: A Contactless RFID Credential for Authentication (U_R Interface)", NEMA EVSE 1.2-2015

Part or Section of this NEMA Standard that includes the use of an **Essential Patent Claim**:

Sections 1.1, 1.3, 4.3, and 9 (including sub-sections referenced in Section 9)

Patent Reg'n/Application Number(s) containing an **Essential Patent Claim**: US 7,956,570; US 8,138,715; US 8,354,913

Licensing Assurance:

With respect to patent claims that are **Essential Patent Claims** or which may become **Essential Patent Claims**, our licensing position is as follows (check the appropriate boxes below):

1. A license to such **Essential Patent Claims** will be granted without compensation to all applicants with reasonable terms and conditions that are demonstrably free of unfair discrimination.

(Optional) A sample of such a license or material licensing terms similar to what would be offered is attached to this letter.

(Optional) That such license is offered under a condition of reciprocity.

¹ Terms highlighted in **bold** are defined in Section 3.9 of the NEMA SPP.



2. A license to such **Essential Patent Claims** will be granted to all applicants under reasonable terms and conditions that are demonstrably free of unfair discrimination.

(Optional) These reasonable rates will not exceed _____ (e.g. a percent of product price or sales, a flat fee, per unit, other).

(Optional) A sample of such a license or material licensing terms similar to what would be offered is attached to this letter.

(Optional) That such license is offered under a **condition of reciprocity**.

3. We will not enforce any present or future **Essential Patent Claims** against any person or entity making, using, selling, offering to sell, importing, distributing, or implementing a compliant implementation of the NEMA Standard.

4. We are unwilling or unable to grant licenses according to the provisions of either 1. or 2. above or to agree that it will not enforce its **Essential Patent Claims** as described in 3. above. [Note: this option may only be selected if this Disclosure is received by NEMA prior to the distribution of a letter ballot for approval of a NEMA Standard proposed for adoption, revision or reaffirmation].

We further assure NEMA that the foregoing assurance will be brought to the attention of any future assignees or transferees of the **Essential Patent Claims**, and this assurance shall not be circumvented through the sale or transfer of patents.

Our licensing assurance is (check one box):

irrevocable;

subject to a reservation that it may be withdrawn when it is established that there are commercially and technically feasible non-infringing alternatives to creating a compliant implementation of the NEMA Standard.

Our licensing assurance under 1-4 above applies to all **Affiliates** except those listed on Attachment A.

Contact Information for entity that owns, controls or has the ability to license **Essential Patent Claims**:

Contact Name and Title: Mr. Jonathan Kaplan, General Counsel

Company Name: ChargePoint, Inc.

Address: 254 East Hacienda Avenue, Campbell, CA 95008

Telephone: (408) 841-4548

Email: jon.kaplan@chargepoint.com

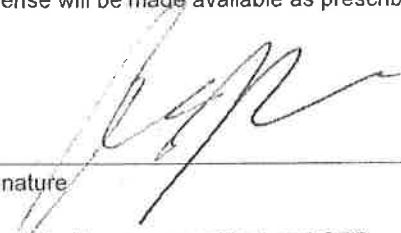


SIGNATURE:

By signing this letter, I represent that I have the authority to bind the undersigned and all **Affiliates** (except those excluded on Attachment A) to the representations and commitments provided in this letter and acknowledge that the users and implementers of the [proposed] NEMA Standard identified above are relying upon or will rely upon those representations and commitments.

If it is later discovered that the undersigned (including any Affiliate) does own, control, or have the ability to license patents containing **Essential Patent Claims**, a license will be made available as prescribed in Section 3.9 of the SPP.

July 7, 2015
Date



Signature
Pasquale Romano, President and CEO
Print Name and Title
ChargePoint, Inc.
Company (if applicable)



ATTACHMENT A

For Each **Affiliate** Identified on this Page Provide the Name, Address and Name of Contact at the Affiliate

[No Affiliates]