UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended July 31, 2026

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _________ to _________

Commission file number 001-39004

ChargePoint Holdings, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**84-1747686**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
254 East Hacienda Avenue Campbell, CA	**95008**
(Address of principal executive offices)	(Zip Code)

(408) 841-4500
(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001	CHPT	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The registrant had outstanding 26,850,324 shares of common stock as of August 28, 2026.

CHARGEPOINT HOLDINGS, INC.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This quarterly report on Form 10-Q (this "Quarterly Report") includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements could include, among other things, statements regarding the future financial performance of ChargePoint Holdings, Inc. ("ChargePoint" or the "Company," or "we," "us," "our" and similar terms), as well as ChargePoint's strategy, future operations, future operating results, financial position and resources, expectations regarding revenue, losses, costs, working capital and expense management, margins and prospects, as well as management plans and objectives. All statements, other than statements of present or historical fact included in this Quarterly Report, are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "may," "should," "could," "would," "expect," "plan," "anticipate," "intend," "believe," "estimate," "continue," "project" or negatives of such terms and other similar expressions that predict or indicate future events or trends or that are not statements of present or historical matters. These statements are based on various assumptions, whether or not identified herein, and on the current expectations of ChargePoint's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of, fact or probability. Actual events and circumstances are difficult or impossible to predict and may differ from assumptions, and such differences may be material. Many actual events and circumstances are beyond the control of ChargePoint. These forward-looking statements are subject to known and unknown risks, uncertainties, and assumptions about ChargePoint that may cause the actual results, level of activity, performance or achievements to be materially different from any future results, levels of activity, performance, or achievements expressed or implied by such forward-looking statements. If any of these risks materialize or ChargePoint's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that ChargePoint does not presently know or that ChargePoint currently believes are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect ChargePoint's expectations, plans or forecasts of future events and views as of the date hereof. ChargePoint anticipates that subsequent events and developments will cause ChargePoint's assessments to change. These forward-looking statements should not be relied upon as representing ChargePoint's assessments as of any date subsequent to the date hereof. Accordingly, undue reliance should not be placed upon the forward-looking statements. ChargePoint cautions you that these forward-looking statements are subject to numerous risks and uncertainties, most of which are difficult to predict and many of which are beyond the control of ChargePoint.

The following factors, among others, could cause actual results to differ materially from forward-looking statements:

- ChargePoint experiences delays in new product introductions or adoption;
- ChargePoint's ability to expand its business in Europe and the United States;
- the electric vehicle ("EV") market and deliveries of passenger, fleet and autonomous vehicles may not grow as expected;
- ChargePoint may not attract a sufficient number of EV fleet owners or operators as customers;
- incentives from governments or utilities may not materialize or may be reduced, which could reduce demand for EVs, or the portion of regulatory credits that customers claim may increase, which would reduce ChargePoint's revenue from such incentives;
- the impact of competing technologies or technological changes that result in reduced demand for EVs or other adverse effects on the EV market or our business;
- data security breaches or other network outages;
- ChargePoint identifying material weaknesses in its internal control over financial reporting;
- ChargePoint's success in retaining or recruiting, or changes in its officers, key employees or directors;
- changes in applicable laws or regulations;

- the impact of actual or threatened litigation;
- ChargePoint's ability to maintain a strong balance sheet and to raise capital as needed to support its business and pursue growth opportunities; and
- the possibility that ChargePoint may be adversely affected by other economic factors including macroeconomic conditions such as inflation, rising interest rates, geopolitical factors, foreign exchange volatility, adverse developments in the financial services industry, slower growth or recession or other business factors or other competitive factors.

The foregoing review of important factors should not be construed as exhaustive and should be read in conjunction with the other risk factors included herein. Forward-looking statements reflect current views about ChargePoint's plans, strategies and prospects, which are based on information available as of the date of this Quarterly Report. Except to the extent required by applicable law, ChargePoint undertakes no obligation (and expressly disclaims any such obligation) to update or revise the forward-looking statements whether as a result of new information, future events, or otherwise.

ITEM 1. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

ChargePoint Holdings, Inc. Unaudited Condensed Consolidated Financial Statements

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ChargePoint Holdings, Inc.
Condensed Consolidated Balance Sheets
(in thousands, except share and per share data, unaudited)

	July 31, 2026	January 31, 2026
Assets		
Current assets:		
Cash and cash equivalents	$ 95,330	$ 141,564
Restricted cash	400	400
Accounts receivable, net of allowance of $14,000 as of July 31, 2026 and $16,000 as of January 31, 2026	86,695	86,132
Inventories	179,468	214,903
Prepaid expenses and other current assets	24,457	19,028
Total current assets	386,350	462,027
Property and equipment, net	20,142	24,665
Intangible assets, net	52,742	60,534
Operating lease right-of-use assets	8,039	11,450
Goodwill	223,153	227,938
Other assets	5,244	5,631
Total assets	**$ 695,670**	**$ 792,245**
Liabilities and Stockholders' Equity (Deficit)		
Current liabilities:		
Accounts payable	$ 80,351	$ 90,094
Accrued and other current liabilities	139,810	141,723
Deferred revenue, current	122,245	119,381
Debt, current	17,476	32,371
Total current liabilities	359,882	383,569
Deferred revenue, noncurrent	126,310	131,200
Debt, noncurrent	219,462	228,480
Operating lease liabilities	8,376	10,677
Deferred tax liabilities	11,671	13,038
Other long-term liabilities	6,061	3,982
Total liabilities	**731,762**	**770,946**
Commitments and contingencies (Note 7)		
Stockholders' equity (deficit):		
Common stock: $0.0001 par value; 1,000,000,000 shares authorized as of each of July 31, 2026 and January 31, 2026; 26,850,324 and 24,316,597 shares issued and outstanding as of July 31, 2026 and January 31, 2026, respectively	2	2
Preferred stock, $0.0001 par value; 10,000,000 shares authorized as of each of July 31, 2026 and January 31, 2026; zero shares issued and outstanding as of July 31, 2026 and January 31, 2026	—	—
Additional paid-in capital	2,157,728	2,128,764
Accumulated other comprehensive income (loss)	(3,359)	4,168
Accumulated deficit	(2,190,463)	(2,111,635)
Total stockholders' equity (deficit)	(36,092)	21,299
Total liabilities and stockholders' equity (deficit)	**$ 695,670**	**$ 792,245**

The accompanying notes are an integral part of these condensed consolidated financial statements.

ChargePoint Holdings, Inc.
Condensed Consolidated Statements of Operations
(in thousands, except share and per share data, unaudited)

	Three months ended July 31,		Six Months Ended July 31,	
	2026	**2025**	**2026**	**2025**
Revenue				
Networked Charging Systems	$ 62,917	$ 50,421	$ 116,224	$ 102,480
Subscriptions	43,698	39,896	84,473	77,916
Other	9,460	8,273	17,197	15,834
Total revenue	116,075	98,590	217,894	196,230
Cost of revenue				
Networked Charging Systems	49,495	46,492	98,449	95,130
Subscriptions	18,065	15,534	35,985	30,900
Other	6,213	5,836	11,536	11,486
Total cost of revenue	73,773	67,862	145,970	137,516
Gross profit	42,302	30,728	71,924	58,714
Operating expenses				
Research and development	32,410	36,479	68,007	69,989
Sales and marketing	23,459	25,033	47,053	51,225
General and administrative	20,492	28,193	38,077	50,317
Total operating expenses	76,361	89,705	153,137	171,531
Loss from operations	(34,059)	(58,977)	(81,213)	(112,817)
Interest income	499	1,132	835	2,296
Interest expense	(279)	(6,849)	(553)	(13,285)
Other income (expense), net	(236)	(323)	4,860	2,290
Net loss before income taxes	(34,075)	(65,017)	(76,071)	(121,516)
Provision for income taxes	1,549	1,162	2,757	1,784
Net loss	$ (35,624)	$ (66,179)	$ (78,828)	$ (123,300)
Weighted average shares outstanding - Basic and Diluted [1]	26,322,311	23,196,534	25,490,242	23,076,430
Net loss per share - Basic and Diluted [1]	$ (1.35)	$ (2.85)	$ (3.09)	$ (5.34)

[1] Amounts have been adjusted to reflect 1-for-20 reverse stock split that became effective on July 28, 2025. See Note 1, "*Description of Business and Basis of Presentation*" for additional details.

The accompanying notes are an integral part of these condensed consolidated financial statements.

ChargePoint Holdings, Inc.
Condensed Consolidated Statements of Comprehensive Loss
(in thousands, unaudited)

	Three months ended July 31,		Six Months Ended July 31,	
	2026	**2025**	**2026**	**2025**
Net loss	$ (35,624)	$ (66,179)	$ (78,828)	$ (123,300)
Other comprehensive income:				
Foreign currency translation adjustment	(3,941)	1,206	(7,527)	21,318
Other comprehensive income (loss)	(3,941)	1,206	(7,527)	21,318
Comprehensive loss	$ (39,565)	$ (64,973)	$ (86,355)	$ (101,982)

The accompanying notes are an integral part of these condensed consolidated financial statements.

ChargePoint Holdings, Inc.
Condensed Consolidated Statements of Stockholders' Equity (Deficit)
(in thousands, except share data, unaudited)

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount				
Balances as of January 31, 2026	24,316,597	$ 2	$ 2,128,764	$ 4,168	$ (2,111,635)	$ 21,299
Issuance of common stock under stock plans, net of tax withholding	281,530	—	(44)	—	—	(44)
Issuance of common stock upon ESPP purchase	99,562	—	472	—	—	472
Issuance of common stock in connection with Interest Shares	1,199,942	—	6,573	—	—	6,573
Stock-based compensation	—	—	9,388	—	—	9,388
Net loss	—	—	—	—	(43,204)	(43,204)
Other comprehensive loss	—	—	—	(3,586)	—	(3,586)
Balances as of April 30, 2026	**25,897,631**	**$ 2**	**$ 2,145,153**	**$ 582**	**$ (2,154,839)**	**$ (9,102)**
Issuance of common stock under stock plans, net of tax withholding	547,859	—	(63)	—	—	(63)
Issuance of common stock in connection with Interest Shares	404,834	—	2,869	—	—	2,869
Stock-based compensation	—	—	9,769	—	—	9,769
Net loss	—	—	—	—	(35,624)	(35,624)
Other comprehensive loss	—	—	—	(3,941)	—	(3,941)
Balances as of July 31, 2026	**26,850,324**	**$ 2**	**$ 2,157,728**	**$ (3,359)**	**$ (2,190,463)**	**$ (36,092)**

	Common Stock [(1)]		Additional Paid-In Capital [(1)]	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balances as of January 31, 2025	22,805,115	$ 2	$ 2,054,340	$ (25,433)	$ (1,891,438)	$ 137,471
Issuance of common stock under stock plans, net of tax withholding	175,317	—	19	—	—	19
Issuance of common stock upon ESPP purchase	101,976	—	1,269	—	—	1,269
Stock based compensation	—	—	16,838	—	—	16,838
Net loss	—	—	—	—	(57,121)	(57,121)
Other comprehensive income	—	—	—	20,112	—	20,112
Balances as of April 30, 2025	**23,082,408**	**$ 2**	**$ 2,072,466**	**$ (5,321)**	**$ (1,948,559)**	**$ 118,588**
Issuance of common stock under stock plans, net of tax withholding	278,291	—	(37)	—	—	(37)
Stock based compensation	—	—	17,196	—	—	17,196
Net loss	—	—	—	—	(66,179)	(66,179)
Other comprehensive income	—	—	—	1,206	—	1,206
Fractional share adjustment due to reverse stock split	(2,821)	—	(59)	—	—	(59)
Balances as of July 31, 2025	**23,357,878**	**$ 2**	**$ 2,089,566**	**$ (4,115)**	**$ (2,014,738)**	**$ 70,715**

(1) Amounts have been adjusted to reflect 1-for-20 reverse stock split that became effective on July 28, 2025. See Note 1, "*Description of Business and Basis of Presentation*" for additional details.

The accompanying notes are an integral part of these condensed consolidated financial statements.

ChargePoint Holdings, Inc.
Condensed Consolidated Statements of Cash Flows
(in thousands, unaudited)

	Six Months Ended July 31,	
	2026	2025
Cash flows from operating activities		
Net loss	$ (78,828)	$ (123,300)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	12,440	13,854
Non-cash operating lease cost	1,650	1,784
Stock-based compensation	21,561	36,079
Amortization of deferred contract acquisition costs	1,558	1,687
Paid-in-kind non-cash interest expense	387	9,397
Foreign currency transactions (gain) loss	784	(3,922)
Reserves and other	(9,195)	4,281
Changes in operating assets and liabilities:		
Accounts receivable, net	(1,784)	2,636
Inventories	40,690	3,338
Prepaid expenses and other assets	(6,754)	3,374
Accounts payable, operating lease liabilities, and accrued and other liabilities	(22,329)	3,295
Deferred revenue	(971)	8,377
Net cash used in operating activities	(40,791)	(39,120)
Cash flows from investing activities		
Purchases of property and equipment	(2,105)	(2,358)
Net cash used in investing activities	(2,105)	(2,358)
Cash flows from financing activities		
Repayment of borrowings	(9,625)	—
Proceeds from the issuance of common stock under employee equity plans, net of tax withholding	365	1,251
Change in driver funds and amounts due to customers	6,794	6,838
Net cash (used in) provided by financing activities	(2,466)	8,089
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(872)	2,941
Net decrease in cash, cash equivalents, and restricted cash	(46,234)	(30,448)
Cash, cash equivalents, and restricted cash at beginning of period	141,964	224,971
Cash, cash equivalents, and restricted cash at end of period	$ 95,730	$ 194,523
Supplementary cash flow information		
Cash paid for interest	$ —	$ 302
Cash paid for taxes	$ 1,549	$ 1,860
Supplementary cash flow information on noncash investing and financing activities		
Acquisitions of property and equipment included in accounts payable and accrued and other current liabilities	$ 340	$ 341
Issuance of Common Stock for contractual Interest Shares*	$ 9,442	$ —
Non-cash adjustment to right-of-use asset due to reorganization	$ (1,764)	$ —

*Refer to Note 6, *Debt*

The accompanying notes are an integral part of these condensed consolidated financial statements.

1. Description of Business and Basis of Presentation

ChargePoint Holdings, Inc. ("ChargePoint" or the "Company," or "it," or "its") designs, develops and markets networked electric vehicle ("EV") charging system infrastructure ("Networked Charging Systems"), connected through cloud-based-software services (the "ChargePoint Platform") which (i) enable charging system owners, or hosts, to manage their Networked Charging Systems, and (ii) enable drivers to locate, reserve and authenticate Networked Charging Systems, and to transact EV charging sessions on those systems. ChargePoint's Networked Charging Systems, subscriptions and other offerings provide an open platform that integrates with system hardware from ChargePoint and other manufacturers, connecting systems over an intelligent network that provides real-time information about charging sessions and full control, support and management of the Networked Charging Systems. This network also provides multiple web-based portals for charging system owners, fleet managers, drivers and utilities. In addition, the Company offers a range of extended warranties ("Assure").

The Company's fiscal year ends on January 31. References to fiscal year 2026 relate to the fiscal year ended January 31, 2026 and to fiscal year 2027 refer to the fiscal year ending January 31, 2027.

Basis of Presentation

The condensed consolidated financial statements and accompanying notes are unaudited and have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and regulations of the U.S. Securities and Exchange Commission ("SEC") for interim financial reporting. The Company's condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated in consolidation. Certain information and footnote disclosures normally included in consolidated financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations. Accordingly, these condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes for the year ended January 31, 2026 included in the Company's Annual Report on Form 10-K filed with the SEC on April 2, 2026, which provides a more complete discussion of the Company's accounting policies and certain other information. The information as of January 31, 2026, included on the condensed consolidated balance sheets was derived from the Company's audited consolidated financial statements. The condensed consolidated financial statements were prepared on the same basis as the audited consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments necessary for a fair statement of the Company's financial position as of July 31, 2026, the results of operations for the three and six months ended July 31, 2026 and 2025, and cash flows for the six months ended July 31, 2026 and 2025. The results of operations for the three and six months ended July 31, 2026, are not necessarily indicative of the results that may be expected for the year ending January 31, 2027.

The Company's condensed consolidated financial statements have been prepared on the basis of continuity of operations, the realization of assets, and the satisfaction of liabilities in the ordinary course of business. Since inception, the Company has been engaged in developing and marketing its Networked Charging Systems, subscriptions and other offerings, raising capital, and recruiting personnel, and it has incurred net operating losses and negative cash flows from operations in every year since inception and expects this to continue for the foreseeable future. As of July 31, 2026, the Company had an accumulated deficit of $2,190.5 million.

The Company's principal sources of liquidity are its cash and cash equivalents, cash generated from sales to customers, debt financing (as described in Note 6, *Debt),* and sales of Common Stock. The Company had cash, cash equivalents and restricted cash of $95.7 million as of July 31, 2026. Cash outflow from operations was $40.8 million and $39.1 million for the six months ended July 31, 2026 and 2025, respectively. As of the date on which these condensed consolidated financial statements were issued, the Company believes that its cash on hand, together with cash generated from sales to customers, will satisfy its working capital and capital requirements for at least the next twelve months following the issuance of the condensed consolidated financial statements. The Company's assessment of the period of time its financial resources will be adequate to support its operations is a forward-looking statement and involves risks and uncertainties. The Company's actual results could vary as a result of, and its near- and long-term future capital requirements will depend on, many factors, including its growth rate, subscription renewal activity, the timing and extent of spending to support its acquisitions, infrastructure and research and development efforts, the expansion of sales and marketing activities, the timing of new introductions of products or features, the continuing market adoption of its Networked Charging Systems and ChargePoint Platform, and the overall market acceptance of EVs. The Company has and may in the future enter into arrangements to acquire or invest in complementary businesses, services and technologies, including intellectual property rights. The Company has based its estimates on assumptions that may prove to be wrong, and it could use its available capital resources sooner than it currently expects. The Company may be required to seek additional equity or debt financing. Future liquidity and cash requirements will depend on numerous factors, including market penetration, the introduction of new products, and potential acquisitions of related businesses or technology. If additional financing is required from outside sources, the Company may not be able to raise it on acceptable terms or at all. If the Company is unable to raise additional capital when desired, or if it cannot expand its operations or otherwise capitalize on its business opportunities because it lacks sufficient capital, the Company may need to reorganize its operations including through further reductions in its workforce and its business, operating results and financial condition would be materially adversely affected.

Reverse Stock Split

On July 28, 2025, the Company effected a 1-for-20 reverse stock split of the Company’s Common Stock (the "Reverse Stock Split"). As a result of the Reverse Stock Split, every 20 shares of the Company’s Common Stock issued and outstanding were automatically reclassified into one new share of Common Stock. Proportionate adjustments were also made to (i) the exercise prices, share based vesting criteria and the number of shares underlying the Company’s outstanding equity awards, as applicable, (ii) the number of shares issuable under the Company’s equity incentive plans and certain existing agreements, (iii) the number of shares purchasable upon exercise, and/or the exercise prices, of the Company’s outstanding warrants to purchase shares of the Company’s Common Stock and (iv) the conversion rate of the Company’s convertible notes in accordance with the indenture governing the convertible notes. The Reverse Stock Split did not decrease the number of authorized shares of Common Stock and preferred stock or otherwise affect the par value of the Common Stock. No fractional shares were issued in connection with the Reverse Stock Split and any fractional shares resulting from the Reverse Stock Split were rounded down to the nearest whole share. Stockholders who were otherwise entitled to receive fractional shares as a result of the Reverse Stock Split were paid cash in lieu thereof. All shares of the Company’s Common Stock, per-share data and related information included in the accompanying condensed consolidated financial statements have been retroactively adjusted as though the Reverse Stock Split had been effected prior to all periods presented.

2. Summary of Significant Accounting Policies

Other than policies noted below, there have been no significant changes to the significant accounting policies disclosed in Note 2 of the audited consolidated financial statements as of January 31, 2026 and 2025 and for the years ended January 31, 2026, 2025 and 2024 included in ChargePoint’s Annual Report on Form 10-K filed with the SEC on April 2, 2026.

Use of Estimates

The preparation of the accompanying condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions about future events. These estimates and the underlying assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities, and reported amounts of revenue and expenses. Actual results and outcomes could differ significantly from the Company’s estimates, judgments and assumptions. Significant estimates include determining standalone selling price for performance obligations in contracts with customers, the estimated expected benefit period for deferred contract acquisition costs, allowances for expected credit losses, inventory reserves, the useful lives of long-lived assets, the determination of the incremental borrowing rate used for operating lease liabilities, valuation of acquired goodwill and intangible assets, the fair value of equity instruments and assumptions used to measure stock-based compensation, and the valuation of deferred income tax assets and uncertain tax positions. These estimates and assumptions are based on management’s best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, which management believes to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Changes in those estimates resulting from continuing changes in the economic environment will be reflected in the financial statements in future periods. As future events and their effects cannot be determined with precision, actual results could materially differ from those estimates and assumptions.

Concentration of Credit Risk and Other Risks and Uncertainties

Financial instruments that potentially subject the Company to credit risk consist primarily of cash and cash equivalents, and accounts receivable. Cash and cash equivalents are held in domestic and foreign cash accounts across large, creditworthy financial institutions. The Company has not experienced any losses on its deposits of cash and cash equivalents through deposits with federally insured commercial banks and at times cash balances may be in excess of federal insurance limits.

Accounts receivable are stated at the amount the Company expects to collect. The Company generally does not require collateral or other security in support of accounts receivable. To reduce credit risk, management performs ongoing credit evaluations of its customers' financial condition.

Concentration of credit risk with respect to trade accounts receivable is considered to be limited due to the diversity of the Company's customer base and geographic sales areas. As of July 31, 2026, one customer, a channel partner, individually accounted for 17% of total accounts receivable, net. As of January 31, 2026, one customer, a channel partner, individually accounted for 14% of accounts receivable, net. For the three and six months ended July 31, 2026, one customer individually represented 17% and 16% of total revenue, respectively. For the three months ended July 31, 2025, one customer individually represented 11% of total revenue. For the six months ended July 31, 2025, no customer individually represented 10% or more of total revenue.

The Company's revenue is concentrated in the infrastructure needed for charging EVs, an industry which is highly competitive and rapidly changing. Significant technological changes within the industry or customer requirements, or the emergence of competitive products with new capabilities or technologies, could adversely affect the Company's operating results.

Segment Reporting

Operating segments are defined as components of an entity where discrete financial information is evaluated regularly by the chief operating decision maker ("CODM") in deciding how to allocate resources and in assessing performance. The Company operates as one operating and reporting segment. Accordingly, its CODM, who is its Chief Executive Officer, uses consolidated net income or loss to measure segment profit or loss for purposes of making decisions regarding allocating resources and assessing Company performance. In addition, the CODM reviews the significant expenses, categorized as cost of sales and each major operating expense category (i.e., research and development, sales and marketing, and general and administrative) using consolidated amounts presented in the Condensed Consolidated Statements of Operations. The Company has no segment managers who are held accountable by the CODM for operations, operating results, and planning for levels of components below the consolidated unit level.

Cash, Cash Equivalents, and Restricted Cash

The Company considers all highly liquid investments with an original maturity of three months or less, when purchased, to be cash equivalents. Cash equivalents may be invested in money market funds. Cash and cash equivalents are carried at cost, which approximates their fair value.

Restricted cash relates to cash deposits restricted under letters of credit issued in support of customer and contract manufacturer agreements.

The reconciliation of cash, cash equivalents, and restricted cash to amounts presented in the condensed consolidated statements of cash flows were as follows:

	July 31, 2026	January 31, 2026
	(in thousands)	
Cash and cash equivalents	$ 95,330	$ 141,564
Restricted cash	400	400
Total cash, cash equivalents, and restricted cash	**$ 95,730**	**$ 141,964**

Fair Value of Financial Instruments

Fair value is defined as an exchange price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. Assets and liabilities measured at fair value are classified into the following categories based on the inputs used to measure fair value:

- (Level 1) — Quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date;
- (Level 2) — Inputs other than quoted prices in active markets that are observable for the asset or liability, either directly or indirectly; and
- (Level 3) — Inputs that are unobservable for the asset or liability.

The Company classifies financial instruments in Level 3 of the fair value hierarchy when there is reliance on at least one significant unobservable input to the valuation model. In addition to these unobservable inputs, the valuation models for Level 3 financial instruments typically also rely on a number of inputs that are readily observable, either directly or indirectly. The Company's assessment of a particular input to the fair value measurement requires management to make judgments and consider factors specific to the asset or liability. The fair value hierarchy requires the use of observable market data when available in determining fair value. The Company recognizes transfers between levels within the fair value hierarchy, if any, at the end of each period. There were no transfers between levels during the periods presented. The Company had no material non-financial assets valued on a non-recurring basis that resulted in an impairment in any period presented.

The carrying values of the Company's cash equivalents, accounts receivable, net, accounts payable, and accrued and other current liabilities approximate fair value based on the highly liquid, short-term nature of these instruments. Certain assets, including goodwill and other intangible assets, which are measured at fair value on a non-recurring basis and are adjusted to fair value only if an impairment charge is recognized. The categorization of the framework used to measure fair value of the assets is considered to be within the Level 3 valuation hierarchy due to the subjective nature of the unobservable inputs used.

As of July 31, 2026 and January 31, 2026, there were no assets or liabilities that were measured at fair value on a recurring basis.

Revenue Recognition

ChargePoint accounts for revenue in accordance with ASC 606, *Revenue from Contracts with Customers* ("ASC 606"). The Company's contracts with customers typically include multiple performance obligations - Networked Charging Systems hardware, software subscriptions, extended maintenance, and professional services. For further details on the Company's revenue recognition policies, including the Company's significant judgments in identifying performance obligations and estimating standalone selling prices, refer to Note 2 in the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

Networked Charging Systems revenue

Networked Charging Systems revenue includes revenue related to the deliveries of EV charging system infrastructure and fees received for transferring regulatory credits earned for participating in low carbon fuel programs in jurisdictions with such programs. The Company recognizes revenue from sales of Networked Charging Systems upon shipment to customers, including distributors, resellers or direct sales customers, as these customers obtain title and control over these products. Revenue is adjusted for estimated returns. Revenue from regulatory credits is recognized at the point in time the regulatory credits are transferred.

Subscriptions revenue

Subscriptions revenue consists of services related to the ChargePoint Platform, as well as extended maintenance service plans under Assure. Subscriptions revenue is recognized over time on a straight-line basis as the Company has a stand-ready obligation to deliver such services to the customer.

Subscriptions revenue also consists of ChargePoint as a Service ("CPaaS") revenue, which combines the customer's use of the Company's owned and operated Networked Charging Systems with the ChargePoint Platform and Assure programs into a single subscription. CPaaS subscriptions are considered for accounting purposes to contain a lease for the customer's use of the Company's owned and operated systems unless the location allows the Company to receive incremental economic benefit from regulatory credits earned on that owned and operated system. The leasing arrangements the Company enters into with lessees are operating leases. The Company recognizes operating lease revenue on a straight-line basis over the lease term and expenses deferred initial direct costs on the same basis. Lessor revenue relates to operating leases and historically has not been material.

Other revenue

Other revenue consists of charging related fees received from drivers using charging sites owned and operated by the Company, net transaction fees earned for processing payments collected on driver charging sessions at charging sites owned by ChargePoint customers, and other professional services. Revenue from fees for owned and operated sites is recognized over time on a straight-line basis over the performance period of the service contract as the Company has a stand-ready obligation to deliver such services. Revenue from driver charging sessions and charging transaction fees is recognized at the point in time the charging session or transaction is completed. Revenue from professional services is recognized as the services are rendered.

Recent Accounting Pronouncements

Recently Adopted Accounting Standards

In November 2024, the FASB issued Accounting Standard Update (ASU) 2024-04, "*Induced Conversions of Convertible Debt Instruments"*, which clarifies the requirements for determining whether certain settlements of convertible debt instruments should be accounted for as an induced conversion. This ASU is effective for fiscal years beginning after December 15, 2025 and interim reporting periods within those annual reporting periods. The Company adopted ASU 2024-04 as of February 1, 2026, on a prospective basis, and it did not have a material impact on the condensed consolidated financial statements.

In July 2025, the FASB issued ASU 2025-05, "*Financial Instruments - Credit Losses* (Topic 326): *Measurement of Credit Losses for Accounts Receivable and Contract Assets*." This amendment introduces a practical expedient for the application of the current expected credit loss ("CECL") model to current accounts receivable and contract assets. The amendment is effective for annual reporting periods beginning after December 15, 2025 and interim periods within those annual reporting periods on a prospective basis, with early adoption permitted. The Company adopted ASU 2025-05 as of February 1, 2026 and elected to utilize the practical expedient. The adoption of ASU 2025-05 and the election of the practical expedient did not have a material impact on the condensed consolidated financial statements.

Recent Accounting Pronouncements Not Yet Adopted

In November 2024, the FASB issued ASU No. 2024-03, "*Disaggregation of Income Statement Expenses*," ("ASU 2024-03"), which requires disclosures about specific types of expenses included in the expense captions presented on the face of the income statement, as well as disclosures about selling expenses. The guidance is effective for public business entities for annual reporting periods beginning after December 15, 2026 and interim reporting periods beginning after December 15, 2027. The requirements will be applied prospectively with the option for retrospective application. Early adoption is permitted. The Company is currently assessing the impact of adopting this standard on the condensed consolidated financial statements and related disclosures.

In September 2025, the FASB issued ASU 2025-06, "*Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40)"*, which aims to modernize the accounting for internal-use software costs by eliminating references to software development stages and introducing a new threshold for capitalization. Under the updated guidance, capitalization begins when (1) management authorizes and commits to funding the project and (2) it is probable that the project will be completed and the software will be used for its intended purpose. The ASU also provides enhanced guidance on evaluating the "probable-to-complete" threshold and consolidates website development cost guidance into Subtopic 350-40. This ASU will be effective for annual reporting periods beginning after December 15, 2027, and interim periods within those annual periods, with early adoption permitted. The amendments may be applied prospectively, retrospectively, or using a modified basis for in-process projects. The Company is currently evaluating the impact of this amendment on the condensed consolidated financial statements and related disclosures.

In May 2026, the FASB issued ASU 2026-02, "*Environmental Credits and Environmental Credit Obligations (Topic 818)"*, which establishes recognition, measurement, presentation, and disclosure requirements for environmental credits and related environmental credit obligations. The guidance is effective for public business entities for annual reporting periods beginning after December 15, 2027 and interim reporting periods within those annual reporting periods. The requirements will be applied retrospectively. Early adoption is permitted. The Company is currently assessing the impact of adopting this standard on the condensed consolidated financial statements and related disclosures.

3. Goodwill and Intangible Assets

The following table summarizes the changes in carrying amounts of goodwill (in thousands):

Balance as of January 31, 2026	**$ 227,938**
Foreign exchange fluctuations	(4,785)
Balance as of July 31, 2026	**$ 223,153**

There was no impairment recognized for the three and six months ended July 31, 2026 and 2025.

The following table presents the details of intangible assets:

	July 31, 2026			
	Cost [1]	Accumulated Amortization [1]	Net [1]	Useful Life
	(amounts in thousands, useful lives in years)			
Customer relationships	$ 95,345	$ (46,201)	$ 49,144	10
Developed technology	19,099	(15,501)	3,598	6
	$ 114,444	**$ (61,702)**	**$ 52,742**	

[1] Values are translated into U.S. Dollars at period-end foreign exchange rates.

	January 31, 2026			
	Cost [1]	Accumulated Amortization [1]	Net [1]	Useful Life
	(amounts in thousands, useful lives in years)			
Customer relationships	$ 97,681	$ (42,442)	$ 55,239	10
Developed technology	19,476	(14,181)	5,295	6
	$ 117,157	**$ (56,623)**	**$ 60,534**	

[1] Values are translated into U.S. Dollars at period-end foreign exchange rates.

Amortization expense for customer relationships and developed technology is shown as sales and marketing and cost of revenue, respectively, in the condensed consolidated statements of operations. The acquired intangible assets and goodwill are subject to impairment review at least annually on December 31st.

Acquisition-related intangible assets included in the above table are finite-lived and are carried at cost less accumulated amortization. Intangible assets are being amortized on a straight-line basis over their estimated lives, which approximates the pattern in which the economic benefits of the intangible assets are expected to be realized.

The following table presents the amortization expense related to intangible assets:

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	**2025**	**2026**	**2025**
	(in thousands)			
Amortization expense	$ 3,181	$ 3,178	$ 6,395	$ 6,219

4. Composition of Certain Financial Statement Items

Inventories

Inventories consisted of the following:

	July 31, 2026	January 31, 2026
	(in thousands)	
Raw materials	$ 4,636	$ 6,595
Finished goods and components	174,832	208,308
Total Inventories	**$ 179,468**	**$ 214,903**

Prepaid expense and other current assets

Prepaid expense and other current assets consisted of the following:

	July 31, 2026	January 31, 2026
	(in thousands)	
Prepaid expense	$ 8,551	$ 5,988
Other current assets	15,906	13,040
Total Prepaid Expense and Other Current Assets	**$ 24,457**	**$ 19,028**

Property and Equipment, net

Property and equipment, net consisted of the following:

	July 31, 2026	January 31, 2026
	(in thousands)	
Machinery and equipment	$ 35,654	$ 35,320
Owned and operated systems	23,682	24,437
Tooling	17,920	17,277
Computers and software	9,093	9,710
Leasehold improvements	8,606	8,823
Furniture and fixtures	1,509	1,409
Construction in progress	231	309
	96,695	97,285
Less: Accumulated depreciation	(76,553)	(72,620)
Total Property and Equipment, Net	**$ 20,142**	**$ 24,665**

The following table presents the depreciation expense:

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
	(in thousands)			
Depreciation expense	$ 2,926	$ 3,748	$ 6,045	$ 7,635

Accrued and Other Current Liabilities

Accrued and other current liabilities consisted of the following:

	July 31, 2026	January 31, 2026
	(in thousands)	
Accrued expenses	$ 40,931	$ 46,184
Refundable customer deposits [(1)]	23,447	24,316
Customer funds [(2)]	22,575	21,043
Taxes payable	22,147	21,131
Payroll and related expenses	9,119	8,379
Reserve for losses on non-cancellable purchase commitments	7,029	7,029
Other current liabilities	14,562	13,641
Total Accrued and Other Current Liabilities	**$ 139,810**	**$ 141,723**

[(1)] Refundable customers deposits represent refundable prepayments for future charging sessions.

[(2)] Customer funds represent amounts related to charging sessions collected from drivers on behalf of our station owners, pending reimbursement.

Revenue

Revenue consisted of the following:

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
	(in thousands)			
United States	$ 79,990	$ 76,846	$ 149,799	$ 151,720
Canada	15,680	6,074	27,231	14,009
Rest of World	20,405	15,670	40,864	30,501
Total revenue	**$ 116,075**	**$ 98,590**	**$ 217,894**	**$ 196,230**

Deferred Revenue

The following table shows the total deferred revenue for each period presented.

	July 31, 2026	January 31, 2026
	(in thousands)	
Total deferred revenue	$ 248,555	$ 250,581

The following table shows the revenue recognized that was included in the deferred revenue balance at the beginning of the period.

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
	(in thousands)			
Total deferred revenue recognized	$ 34,941	$ 29,478	$ 68,554	$ 60,823

Remaining Performance Obligations

Remaining performance obligations represent the amount of contracted future revenue not yet recognized as the amounts relate to undelivered performance obligations, including both deferred revenue and non-cancellable contracted amounts that will be invoiced and recognized as revenue in future periods. Revenue expected to be recognized from remaining performance obligations was $255.6 million as of July 31, 2026, of which 50% is expected to be recognized over the next twelve months.

5. Restructuring

March 2026 Reorganization

On March 31, 2026, the Company implemented a reorganization of its operations including a reduction of the Company's current global workforce by approximately 146 employees, or 10% of the Company's global workforce at the time (the "March 2026 Reorganization"). As a result, in the first quarter of fiscal year 2027, the Company incurred $7.3 million of employee severance, termination and employment-related exit costs and $1.0 million of facility exit costs.

The following table summarizes the charges related to the March 2026 Reorganization by line item within the Company's condensed consolidated statements of operations for the six months ended July 31, 2026:

	Severance and employment-related termination costs	Facility and other contract terminations	Total
		(in thousands)	
Cost of revenue	$ 730	$ —	$ 730
Research and development	4,122	—	4,122
Sales and marketing	1,681	—	1,681
General and administrative	786	1,040	1,826
Total	**$ 7,319**	**$ 1,040**	**$ 8,359**

As of July 31, 2026, $2.5 million in restructuring-related liabilities remained in accrued and other current liabilities in the condensed consolidated balance sheets. As of January 31, 2026, restructuring liabilities related to the September 2023 reorganization of $0.1 million remained in accrued and other current liabilities in the condensed consolidated balance sheets.

July 2026 Reorganization

On July 29, 2026, the Company implemented a reorganization of its operations including a reduction of the Company's current global workforce of approximately 127 employees, or 10% of the Company's global workforce at the time (the "July 2026 Reorganization"). As a result, during the three and six months ended July 31, 2026 the Company incurred $5.7 million of employee severance, termination and employment-related exit costs and $0.7 million of facility exit costs.

The following table summarizes the charges related to the July 2026 Reorganization by line item within the Company's condensed consolidated statements of operations for the six months ended July 31, 2026:

	Severance and employment-related termination costs	Facility and other contract terminations	Total
		(in thousands)	
Cost of revenue	$ 624	$ —	$ 624
Research and development	2,210	—	2,210
Sales and marketing	1,509	—	1,509
General and administrative	1,333	723	2,056
Total	**$ 5,676**	**$ 723**	**$ 6,399**

As of July 31, 2026, $5.3 million in restructuring-related liabilities remained in accrued and other current liabilities in the condensed consolidated balance sheets.

During the three and six months ended July 31, 2025, no restructuring charges were incurred.

6. Debt

The following table presents a summary of debt, current and debt, noncurrent:

	Maturity	July 31, 2026	January 31, 2026
		(in thousands)	
Debt, current			
2025 Senior Loan	January 2030	$ 17,476	$ 32,371
Total debt, current		$ 17,476	$ 32,371
Debt, noncurrent			
2025 Senior Loan	January 2030	$ 208,145	$ 217,692
2028 Convertible Notes	April 2028		
Gross amount		11,811	11,330
Debt discount and issuance costs		(494)	(542)
Total 2028 Convertible Notes		11,317	10,788
Total debt, noncurrent		$ 219,462	$ 228,480

2025 Senior Loan

On November 14, 2025, the Company entered into a privately negotiated exchange agreement (the "Exchange Agreement") with certain holders (the "Exchanging Holders") of its outstanding 2028 Convertible Notes (as described below). Pursuant to the Exchange Agreement, the Company exchanged $328.6 million of aggregate capitalized principal amount of the 2028 Notes for the following consideration (the "Exchange Transaction"): (i) $186.5 million in aggregate principal loan amount (the "2025 Senior Loan") issued under a Credit and Security Agreement, dated November 14, 2025, by and among the Company, as parent, ChargePoint, Inc., a Delaware corporation and wholly owned subsidiary of the Company, as borrower (the "Borrower"), certain subsidiaries of the Company, as subsidiary guarantors (the "Subsidiary Guarantors"), the Exchanging Holders, and an administrative and collateral agent, as amended by Amendment No. 1 to Credit and Security Agreement, dated April 23, 2026 (collectively, the "2025 Credit Agreement") (ii) $25.0 million in cash, and (iii) warrants to purchase up to 1,671,000 shares of the Company's Common Stock at an exercise price of $25.00 per share (the "2025 Warrants"), as discussed in Note 9, *Stock Warrants*. ChargePoint did not receive any cash proceeds from the Exchange Transaction. Following the consummation of the Exchange Transaction, $11.3 million in capitalized principal amount of 2028 Convertible Notes remained outstanding.

The Exchange Transaction was accounted for under ASC 470-60 - Troubled Debt Restructurings by Debtors. The Company recorded a gain of $11.2 million, which resulted in a decrease of basic net loss per share of $0.48, during the year ended January 31, 2026 in its consolidated statement of operations. The gain was calculated as the difference between the carrying amount of the exchanged 2028 Convertible Notes and the undiscounted cash flows of the 2025 Senior Loan, adjusted for debt issuance costs. As a result, no interest expense will be recognized for the 2025 Senior Loan through the maturity date of January 31, 2030. The Company incurred issuance costs related to the 2025 Senior Loan of approximately $4.9 million which were recorded as a reduction to the gain on debt exchange on its consolidated statement of operations for the year ended January 31, 2026.

The Borrower's obligations under the 2025 Credit Agreement are guaranteed by the Company and the Subsidiary Guarantors. In addition, the 2025 Senior Loan is secured by (i) a first priority pledge of the equity securities of the Borrower and certain of its subsidiaries, subject to customary exceptions (including a 65% limitation on pledges of first-tier foreign subsidiary equity, except with respect to foreign subsidiaries in specified jurisdictions), and (ii) first priority security interests in substantially all current and after-acquired tangible and intangible personal property of the Borrower, the Company and each Subsidiary Guarantor, including intellectual property, in each case, subject to customary exclusions, permitted liens and other agreed limitations.

The 2025 Senior Loan matures on January 31, 2030, and the loans thereunder (the "Loans") do not amortize, except as described below. In accordance with the 2025 Credit Agreement, the Borrower was obligated to pay up to an aggregate of $30.0 million of the Loans (the "Short-Term Loans") in two installments originally due on November 24, 2025 and February 16, 2026 (each such date, a "Prepayment Date"), pursuant to a formulaic repayment measure based on volume-weighted average price per share of Common Stock for the thirty consecutive trading days preceding the applicable Prepayment Date. The Company made separate payments of $14.8 million and $9.6 million on the respective Prepayment Dates in connection with the repayment of the Short-Term Loans with resulting gains of $0.2 million and $5.4 million, respectively reflected in other income. The remaining Loans of $156.5 million will bear interest at a fixed rate of 12% per annum, payable quarterly. All future interest payment obligations on the 2025 Senior Loans are included in the carrying value of the 2025 Senior Loans. As a result, future interest payments are reported as a reduction in the carrying value of the 2025 Senior Loans and not as interest expense. Interest recorded as debt, current was $17.5 million and $17.4 million in the Condensed Consolidated Balance Sheet as of July 31, 2026 and January 31, 2026, respectively. Interest recorded as debt, non-current was $51.6 million and $61.2 million in the Condensed Consolidated Balance Sheet as of July 31, 2026 and January 31, 2026, respectively.

For any interest payment date occurring on or prior to November 14, 2026, the Company may elect to pay interest in shares of common stock of the Company ("Interest Shares") in lieu of cash. Interest Shares will be valued based on the thirty-day trailing volume-weighted average price ("VWAP") preceding the applicable interest payment date. Issuance of Interest Shares is subject to a cap of 19.99% of the Company's outstanding shares to comply with NYSE listing requirements, unless stockholder approval is obtained. The Company issued 404,834 and 1,604,776 shares of Common Stock valued $2.9 million and $9.4 million in Interest Shares during the three and six months ended July 31, 2026, respectively.

The 2025 Credit Agreement permits the Borrower to make voluntary prepayments at its discretion. On or prior to the second anniversary of the closing date, voluntary principal payments in respect of the Loans and mandatory principal payments in connection with any acceleration of the Loans will be subject to a customary make-whole premium based on the yield on U.S. Treasury notes with a maturity closest to the second anniversary of the closing date plus 50 basis points. Thereafter, principal payments in respect of such Loans will be subject to a premium equal to 2.00% after the second anniversary of the closing date and on or prior to the third anniversary of the closing date and 0.00% thereafter. Notwithstanding the foregoing, any principal payments in respect of such Loans made in connection with a "change of control" may be prepaid at (1) 3.00% on or prior to the second anniversary of the closing date, (2) 2.00% after the second anniversary of the closing date and on or prior to the third anniversary of the closing date and (3) 0.00% thereafter.

The 2025 Credit Agreement also requires the Borrower to apply net cash proceeds from certain asset dispositions, in excess of an aggregate threshold of $25.0 million and subject to customary exceptions, to prepay outstanding Loans under the

2025 Senior Loan facility or other indebtedness that ranks pari passu in right of payment and security with the 2025 Credit Agreement. Such prepaid amounts in the 2025 Credit Agreement may not be re-borrowed.

The 2025 Credit Agreement contains (i) customary affirmative and negative covenants that, among other things, restrict the ability of the Company and its subsidiaries to incur additional indebtedness, incur liens, make investments or acquisitions, declare or pay dividends or other restricted payments, dispose of assets, or enter into transactions with affiliates and (ii) customary events of default, including a cross-default to material indebtedness and bankruptcy-related triggers. In addition, the 2025 Credit Agreement requires the Borrower to maintain minimum liquidity of $25.0 million, tested on the last business day of each fiscal month commencing on November 30, 2025. Liquidity includes unrestricted cash and cash equivalents held by the Credit Parties and up to $10.0 million in unused commitments under any revolving credit facility.

As of July 31, 2026, the estimated fair value of the 2025 Senior Loan was $143.7 million, using Level 2 fair value inputs. The fair value of the 2025 Senior Loan is estimated using a binomial lattice model that is primarily affected by market interest rates.

2028 Convertible Notes

The following table presents the Company's interest expense related to convertible debt:

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	**2025**	**2026**	**2025**
	(in thousands)			
2028 Convertible Notes				
Interest expense for Cash Interest and PIK Interest	$ 204	$ 4,898	$ 506	$ 13,500
PIK Fair Value Adjustment	—	—	(95)	(3,895)
Amortization of debt discount and issuance costs	75	1,571	142	2,925
Total interest expense	**$ 279**	**$ 6,469**	**$ 553**	**$ 12,530**

In April 2022, the Company completed a private placement of $300.0 million aggregate principal amount of unsecured Convertible Senior PIK Toggle Notes (the "Original Convertible Notes"), the terms of which were amended in October 2023, as described below (the "Notes Amendment"). Prior to the Notes Amendment, the maturity date of the Original Convertible Notes was April 1, 2027. The Original Convertible Notes were sold in a private placement in reliance on the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") provided by Section 4(a)(2) of the Securities Act.

The Original Convertible Notes bore interest at 3.50% per annum, to the extent paid in cash ("Cash Interest"), or 5.00% per annum, to the extent paid in kind through the issuance of additional Original Convertible Notes ("PIK Interest"). Interest is payable semi-annually in arrears on April 1st and October 1st of each year, beginning on October 1, 2022. The Company can elect to make any interest payment through Cash Interest, PIK Interest or any combination thereof.

The Original Convertible Notes are convertible, based on the applicable conversion rate, into cash, shares of the Company's Common Stock or a combination thereof, at the Company's election. The initial conversion rate was 2.0806 shares per $1,000 principal amount of the Original Convertible Notes, subject to customary anti-dilution in certain circumstances, which represented an initial conversion price of approximately $480.63 per share.

Under the terms of the Original Convertible Notes, prior to January 1, 2027, the Original Convertible Notes will be convertible at the option of the holders only upon the occurrence of specified events and during certain periods, and will be convertible on or after January 1, 2027, at any time until the close of business on the second scheduled trading day immediately preceding the maturity date of the Original Convertible Notes.

Holders of the Original Convertible Notes may convert all or a portion of their Original Convertible Notes prior to the close of business on January 1, 2027, only under the following circumstances:

- during any calendar quarter commencing after the calendar quarter ended on September 30, 2022, if the Company's closing Common Stock price for at least 20 trading days out of the most recent 30 consecutive trading days of the preceding calendar quarter is greater than or equal to 130% of the current conversion price of the Original Convertible Notes on each applicable trading day;
- during the five business day period after any ten consecutive trading days in which, if the trading price per $1,000 principal amount of Original Convertible Notes for each trading day of such ten consecutive trading day period is less than 98% of the product of the Company's closing Common Stock price and the conversion rate of the Original Convertible Notes on each such trading day;
- if the Company calls the Original Convertible Notes for redemption, at any time prior to the close of business on the second business day immediately preceding the redemption date; or
- upon the occurrence of specified corporate events, including certain distributions, the occurrence of a fundamental change or a transaction resulting in the Company's Common Stock converting into other securities or property or assets.

The Original Convertible Notes will be redeemable, in whole or in part, at the Company's option at any time on or after April 21, 2025, and before the 41st scheduled trading day immediately before the maturity date. The redemption price will be equal to the aggregate principal amount of the Original Convertible Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. In addition, a holder may elect to convert its Original Convertible Notes during any such redemption period, in which case the applicable conversion rate may be increased in certain circumstances if the Original Convertible Notes are converted after they are called for redemption.

Additionally, if the Company undergoes a fundamental change or a change in control transaction (each such term as defined in the indenture governing the Original Convertible Notes), subject to certain conditions, holders may require the Company to purchase for cash all or any portion of their Original Convertible Notes. The fundamental change repurchase price will be 100% of the capitalized principal amount of the Original Convertible Notes, while the change in control repurchase price will be 125% of the capitalized principal amount of the Original Convertible Notes to be purchased, in each case plus any accrued and unpaid interest to, but excluding, the repurchase date.

The indenture governing the Original Convertible Notes includes a restrictive covenant that, subject to specified exceptions, limits the ability of the Company and its subsidiaries to incur secured debt in excess of $750.0 million. In addition, the indenture governing the Original Convertible Notes contains customary terms and covenants, including certain events of default in which case either the trustee or the holders of at least 25% of the aggregate principal amount of the outstanding Original Convertible Notes may declare 100% of the principal of, and accrued and unpaid interest, if any, on, all the Original Convertible Notes to be due and payable immediately.

On October 24, 2023, the Original Convertible Notes were amended to (1) extend the maturity date from April 1, 2027 to April 1, 2028, (2) increase the Cash Interest rate to 7.0% from 3.5% and PIK Interest rate to 8.5% from 5.0%, (3) increase the initial conversion rate to 4.1667 shares per $1,000 principal amount of the convertible notes from 2.0806 shares per $1,000 principal amount of the convertible notes, which represented a revised initial conversion price of approximately $240.00 per share, and (4) revise the make-whole table to reflect the revised terms of the convertible notes (herein, "2028 Convertible Notes"). Other than those previously stated, the terms of the 2028 Convertible Notes are not substantially different from the terms of Original Convertible Notes. The convertible note conversion rates and conversion price amounts presented in this paragraph have been updated to reflect the Reverse Stock Split as discussed in Note 1, *Description of Business and Basis of Presentation*.

Interest is payable semi-annually on April 1 and October 1 and may be paid in cash, additional notes or a combination thereof. The notes are convertible into cash, shares of Common Stock, or a combination thereof at the Company's election, subject to customary conversion conditions and anti-dilution adjustments. The indenture governing the notes contains customary events of default and restrictions on the occurrence of certain secured indebtedness.

During the six months ended July 31, 2026, the Company elected the option of PIK Interest through the issuance of additional Original Convertible Notes of $0.5 million. On the date of issuance, the total fair value of the PIK notes issued in the first quarter of fiscal year 2027, measured using Level 2 inputs, was $0.4 million, which represented a debt discount of $0.1 million, which will be amortized to interest expense over the contractual term of the note.

As of July 31, 2026, the aggregate principal amount of $11.8 million of the 2028 Convertible Notes remained outstanding.

Amortization of debt discount and issuance costs is reported as a component of interest expense and is computed using the straight-line method over the term of the 2028 Convertible Notes, which approximates the effective interest method. As of July 31, 2026, the effective interest rate on the 2028 Convertible Notes was approximately 9.8%.

The estimated fair value of the 2028 Convertible Notes, valued using Level 2 fair value inputs, as of July 31, 2026 and January 31, 2026 was $10.2 million and $9.4 million, respectively.

2027 Revolving Credit Facility

On July 27, 2023, the Company entered into a revolving credit agreement by and among the Company, ChargePoint, Inc. (the “Former Borrower”), certain subsidiaries of the Former Borrower as guarantors, JPMorgan Chase Bank, N.A., as administrative agent, and the other lenders party thereto (the “Former Credit Agreement”). The Former Credit Agreement provided for a senior secured revolving credit facility in an initial aggregate principal amount of up to $150.0 million, with a maturity date of January 1, 2027 (the “2027 Revolving Credit Facility”). Pursuant to the Former Credit Agreement, the Former Borrower was permitted from time to time to arrange for one or more increases in the commitments under the 2027 Revolving Credit Facility in an aggregate principal amount not to exceed $150.0 million, subject to obtaining the consent of the lenders participating in any such increase. Up to $100.0 million of the 2027 Revolving Credit Facility was permitted to be used for the issuance of letters of credit.

On November 14, 2025, the Company terminated the 2027 Revolving Credit Facility in connection with the Exchange Transaction and accordingly, as of January 31, 2026, the Former Borrower had no borrowings or letters of credit outstanding under the Former Credit Agreement. The Company recognized amortization of debt issuance costs and commitment fees in the amount of $0.4 million and $0.8 million for the three and six months ended July 31, 2025, respectively.

7. Commitments and Contingencies

Purchase Commitments

Open purchase commitments are for the purchase of goods and services related to, but not limited to, manufacturing, facilities and professional services under non-cancellable contracts. They were not recorded as liabilities on the condensed consolidated balance sheets as of July 31, 2026, as the Company had not yet received the related goods or services.

Legal Proceedings

The Company may be involved from time to time in various lawsuits, claims, and proceedings, including intellectual property, commercial, securities, and employment matters that arise in the normal course of business. The Company accrues a liability when management believes information available prior to the issuance of the condensed consolidated financial statements indicates it is probable a loss has been incurred as of the date of the condensed consolidated financial statements and the amount of loss can be reasonably estimated. Legal costs are expensed as incurred.

Class Action Litigation

A class action lawsuit alleging violations of federal securities laws was filed on November 29, 2023 in the U.S. District Court for the Northern District of California (the “NorCal Court”) against the Company and certain of its former officers (the “Class Defendants”). A second class action lawsuit (together with the November 2023 Class Action, the “Class Actions”) was filed against the Class Defendants on January 22, 2024. On May 16, 2024, the NorCal Court consolidated the Class Actions into one action captioned Khan v. ChargePoint Holdings, Inc., et al., Case No. 23-cv-06172-NW, appointed two lead plaintiffs (“Lead Plaintiffs”), and appointed lead counsel. On July 19, 2024, Lead Plaintiffs filed a Consolidated Amended

Complaint which purported to be on behalf of purchasers of the Company's stock between December 7, 2021 and November 16, 2023. This Consolidated Amended Complaint alleged that the Class Defendants made materially false and misleading statements in violation of Section 10(b) and Rule 10b-5(b) of the Securities Exchange Act of 1934, as amended ("Exchange Act") regarding, (1) ChargePoint's handling of supply chain disruptions; (2) ChargePoint's revenue; and (3) the value of ChargePoint's inventory. Lead Plaintiffs also alleged the Class Defendants engaged in a scheme to prematurely recognize revenue in violation of Sections 10(b) and Rules 10b-5(a) and (c) of the Exchange Act. The Class Defendants filed a motion to dismiss the Consolidated Amended Complaint on September 17, 2024, and the motion was fully briefed and scheduled to be heard on July 16, 2025. On July 8, 2025, pursuant to the parties' stipulation, the NorCal Court vacated the hearing so Plaintiffs could file a Second Amended Complaint, which they did on July 22, 2025. The Second Amended Complaint alleged the same claims based on the same theories as the Consolidated Amended Complaint, but named an additional former officer as a Defendant and added additional challenged statements made within the same Class Period. The Class Defendants filed a motion to dismiss the Second Amended Complaint on September 17, 2025. On February 20, 2026, the NorCal Court granted the Class Defendants' motion to dismiss with leave to amend. On March 3, 2026, plaintiffs filed a Third Amended Complaint. The Third Amended Complaint alleges the same claims based on the same theories as the Second Amended Complaint but removes some challenged statements related to ChargePoint's handling of supply chain disruptions. The Class Defendants filed a motion to dismiss the Third Amended Complaint on March 20, 2026. On May 21, 2026, the N. D. Cal. Court denied the motion to dismiss and, on May 22, 2026, the Court entered a scheduling order. Fact discovery closes on December 11, 2026, and a mediation must be completed by December 30, 2026. Trial is scheduled for July 26, 2027.

Derivative Actions

Between January 4, 2024 and July 16, 2026, ChargePoint stockholders purporting to act on behalf of the Company filed derivative actions in the U.S. District Court for the District of Delaware, the U.S. District Court for the Northern District of California, and Delaware Chancery Court against ChargePoint's current and certain former Directors and certain of its current and former officers ("Derivative Defendants"). These actions allege that the Derivative Defendants breached their fiduciary duties to ChargePoint in connection with the same alleged events and alleged materially false and misleading statements asserted in the Class Actions described above. These actions are: Baker v. Romano, et al. (U.S. District Court of Delaware: Case No. 1:24-cv-00010), In re ChargePoint Holdings, Inc. Derivative Litigation (U.S. District Court for the Northern District of California: Case No. 5:24-cv-00149) and In re ChargePoint Holdings, Inc. Stockholder Derivative Litigation (Delaware Court of Chancery: C.A. No. 2026-0938).

In addition, two actions were filed in Delaware Chancery Court against the Derivative Defendants, premised on the same alleged events and alleged materially false and misleading statements asserted in the Class Actions, but also asserting that the Board of Directors of the Company improperly refused demands to take action with respect to the allegations. These actions are Lomont v. Romano, et al. (Delaware Court of Chancery: C.A. No. 2026-0682) and Levitan v. Chizen, et al. (Delaware Court of Chancery: C.A. No. 2026-1001).

These derivative actions assert claims for breaches of fiduciary duty, disgorgement of all profits from alleged insider stock sales made while in possession of material nonpublic information, imposition of a constructive trust over compensation and profits obtained through the alleged unjust enrichment and insider selling, and attorneys' fees and costs. The Company adjusts its accruals to reflect the impact of negotiations, settlements, rulings, advice of legal counsel, and other information and events pertaining to a particular case. At this time, the Company is unable to predict the outcome or estimate the actual amount of loss or range of losses that could potentially result from these lawsuits.

Based on its experience, the Company believes that damage amounts claimed in these matters are not meaningful indicators of potential liability. Given the inherent uncertainties of litigation, the ultimate outcome of the ongoing matters described herein cannot be predicted with certainty. While litigation is inherently unpredictable, the Company believes it has valid defenses with respect to the legal matters pending against it. Nevertheless, the condensed consolidated financial statements could be materially adversely affected in a particular period by the resolution of one or more of these contingencies. Liabilities established to provide for contingencies are adjusted as further information develops, circumstances change, or contingencies are resolved; and such changes are recorded in the accompanying condensed consolidated statements of operations during the period of the change and reflected in accrued and other current liabilities on the accompanying condensed consolidated balance sheets.

Tariffs

In February 2026, the U.S. Supreme Court issued a ruling invalidating certain tariffs previously imposed under the International Emergency Economic Powers Act (IEEPA). As a result of this ruling, the Company may be eligible for a refund of tariffs previously paid on imported goods. During the three and six months ended July 31, 2026, the Company received refunds of $6.1 million related to these tariffs which were recorded as a reduction to inventory and cost of goods sold.

The Company continues to evaluate whether it may be entitled to other refunds and continues to monitor developments in regards to various tariffs and their potential impact on its results of operations.

Guarantees and Indemnifications

The Company has service level commitments to certain of its customers warranting certain levels of up-time reliability and performance and permitting those customers to receive credits in the event that the Company fails to meet those levels. To date, the Company has not incurred any material costs as a result of such commitments.

The Company's arrangements generally include certain provisions for indemnifying customers against liabilities if its products or services infringe a third-party's intellectual property rights. Additionally, the Company may be required to indemnify for claims caused by its negligence or willful misconduct. It is not possible to determine the maximum potential amount under these indemnification obligations due to the limited history of prior indemnification claims and the unique facts and circumstances involved in each particular agreement. To date, the Company has not incurred any material costs as a result of such obligations and has not accrued any liabilities related to such obligations in the condensed consolidated financial statements.

The Company has also agreed to indemnify its directors and executive officers for costs associated with any fees, expenses, judgments, fines and settlement amounts incurred by them in any action or proceeding to which any of them are, or are threatened to be, made a party by reason of their service as a director or officer. The Company maintains director and officer insurance coverage that would generally enable it to recover a portion of any future amounts paid. The Company also may be subject to indemnification obligations by law with respect to the actions of its employees under certain circumstances and in certain jurisdictions.

Letters of Credit

The Company had $0.4 million of secured letters of credit outstanding as of each of July 31, 2026 and January 31, 2026.

Leases

The Company leases its office facilities under non-cancelable operating leases with various lease terms. The Company also leases certain office equipment under operating lease agreements.

The following table presents future payments of lease liabilities under the Company's non-cancelable operating leases as of July 31, 2026 (in thousands):

	(in thousands)
2027 (remaining six months)	$ 2,970
2028	4,885
2029	4,282
2030	2,508
Total undiscounted operating lease payments	14,645
Less: imputed interest	(1,482)
Total operating lease liabilities	13,163
Less: current portion of operating lease liabilities	(4,787)
Operating lease liabilities, noncurrent	**$ 8,376**

8. Common Stock

As of July 31, 2026 and January 31, 2026, the Company was authorized to issue 1,000,000,000 shares of Common Stock, with a par value of $0.0001 per share. There were 26,850,324 and 24,316,597 shares issued and outstanding as of July 31, 2026 and January 31, 2026, respectively.

At-the-Market Offering

On July 1, 2022, ChargePoint filed a registration statement on Form S-3 (File No. 333-265986) with the SEC (that was declared effective by the SEC on July 12, 2022), which permitted the Company to offer up to $1.0 billion of Common Stock, preferred stock, debt securities, warrants and rights in one or more offerings and in any combination, including in units from time to time (the "2022 Shelf Registration Statement"). As part of the 2022 Shelf Registration Statement, ChargePoint filed a prospectus supplement registering for sale from time to time up to $500.0 million of Common Stock pursuant to a sales agreement (the "2022 ATM Facility"). The 2022 Shelf Registration Statement expired on July 12, 2025.

On September 8, 2025, ChargePoint filed a registration statement on Form S-3 (File No. 333-290113) with the SEC, which was amended on December 5, 2025 and was declared effective by the SEC on December 8, 2025, which permits the Company to offer up to $400.0 million of Common Stock, preferred stock, debt securities, warrants and rights in one or more offerings and in any combination, including in units from time to time (the "2025 Shelf Registration Statement"). The 2025 Shelf Registration Statement includes a sales agreement prospectus pursuant to which ChargePoint may, from time to time, offer and sell up to $150.0 million of Common Stock pursuant to a sales agreement (the "2025 ATM Facility").

During the three and six months ended July 31, 2026 and July 31, 2025, there were no sales of the Company's Common Stock pursuant to the 2025 ATM Facility and 2022 ATM Facility, respectively. As of July 31, 2026 there were no material amounts of shares of the Company's Common Stock issued pursuant to the 2025 ATM Facility.

2025 Senior Loan Interest Shares

During the three and six months ended July 31, 2026, pursuant to the terms of the 2025 Credit Agreement, ChargePoint issued 404,834 and 1,604,776, respectively, Interest Shares to the holders of the 2025 Senior Loan in lieu of paying cash interest. See Note 6, *Debt*, for more information related to the Interest Shares.

9. Common Stock Warrants

The Company had outstanding warrants issued prior to 2021 to purchase shares of Common Stock (collectively, "Legacy Warrants"). As of July 31, 2026, there were 1,724,961 Legacy Warrants outstanding which are classified as equity and no Legacy Warrants were exercised during the three and six months ended July 31, 2026 and 2025. 1,046,106 Legacy Warrants have an exercise price of $120.60 per share and expire between July 31, 2030 and August 04, 2030. 678,855 Legacy Warrants have an exercise price of $180.80 per share and expire between November 16, 2028 and February 14, 2029. Warrants outstanding and warrant activity are adjusted on a retroactive basis to reflect the Reverse Stock Split as discussed in Note 1, *Description of Business and Basis of Presentation*.

In connection with the Exchange Transaction, on November 14, 2025, described in Note 6, *Debt*, under "2025 Senior Loan", the Company issued the warrants to purchase an aggregate of 1,671,000 shares of ChargePoint's Common Stock to the Exchanging Holders (2025 Warrants). The 2025 Warrants were exercisable immediately upon issuance and will expire on November 14, 2030. The 2025 Warrants are classified as equity as they are redeemable only in shares of Common Stock, with an exercise price of $25.00 per share and may be exercised at the election of the holder on a cash basis or through a cashless exercise. As of July 31, 2026, 1,671,000 2025 Warrants were outstanding and no 2025 Warrants were exercised during the three and six months ended July 31, 2026.

10. Equity Plans and Stock-based Compensation

The following sets forth the total stock-based compensation expense for employee equity plans included in the Company's condensed consolidated statements of operations:

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
	(in thousands)			
Cost of revenue	$ 871	$ 1,251	$ 1,862	$ 2,474
Research and development	5,027	9,174	10,460	17,788
Sales and marketing	1,770	2,876	3,652	5,955
General and administrative	3,297	4,915	5,587	9,862
Total stock-based compensation expense	**$ 10,965**	**$ 18,216**	**$ 21,561**	**$ 36,079**

As of July 31, 2026, the Company had unrecognized stock-based compensation expense related to RSUs and PRSUs (as defined below), and 2021 ESPP (as defined below) of $35.9 million, which is expected to be recognized over a weighted-average period of 2.0 years.

2021 Equity Incentive Plan

The 2021 Equity Incentive Plan ("2021 EIP") allows the Company to grant stock options, stock appreciation rights, restricted stock units ("RSUs"), performance restricted stock units ("PRSUs"), and certain other awards. As of July 31, 2026, 1,131,989 shares of Common Stock were available under the 2021 EIP.

The Company has granted the instruments noted below under the 2021 EIP.

Restricted Stock Units

A summary of RSUs outstanding under the 2021 EIP as of July 31, 2026 and changes during the fiscal year-to-date period then ended is presented in the following table, adjusted on a retroactive basis to reflect the Reverse Stock Split as discussed in Note 1, *Description of Business and Basis of Presentation*:

	Number of Shares	Weighted Average Grant Date Fair Value per Share
Outstanding as of January 31, 2026	2,195,297	$ 26.56
RSU granted	1,393,147	$ 7.46
RSU vested	(845,171)	$ 28.62
RSU forfeited	(284,253)	$ 24.55
Outstanding as of July 31, 2026	2,459,020	$ 15.26

Performance Restricted Stock Units

Market-Based PRSUs

Pursuant to the 2021 EIP, the Company has granted PRSUs to certain executive officers of the Company. Vesting of the PRSUs is dependent upon the satisfaction of both market- and service-based conditions occurring at the end of a four- or five- year period. The market-based condition is achieved if the closing price of the Company's Common Stock is greater than or equal to the applicable stock price appreciation target over a specified period at any time during the period beginning the date of the grant and ending on the expiration date.

Performance-Based PRSUs

Performance-based PRSUs are granted to certain employees, including executive officers, with vesting based on the achievement of specific financial goals, such as EBITDA. The grant date fair value of performance-based PRSUs is valued based on the Company's stock price at the grant date. Stock-based compensation expense is recognized over the requisite service period based on the number of units expected to vest, which is reassessed during each reporting period based on the Company's evaluation of the probability of achieving the applicable performance conditions.

A summary of PRSUs outstanding under the 2021 EIP as of July 31, 2026 and changes during the fiscal year-to-date period then ended is presented in the following table, adjusted on a retroactive basis to reflect the Reverse Stock Split as discussed in Note 1, *Description of Business and Basis of Presentation*:

	Number of Shares	Weighted Average Grant Date Fair Value per Share
Outstanding as of January 31, 2026	444,933	$ 23.22
PRSUs granted	—	$ —
PRSU forfeited	—	$ —
Outstanding as of July 31, 2026	444,933	$ 23.22

2026 Inducement Plan

On January 15, 2026, ChargePoint's Board adopted the 2026 Inducement Plan to attract new employees by offering equity-based awards, without stockholder approval, under the NYSE inducement exemption. The plan authorizes up to 300,000 shares and is administered by the Compensation and Organizational Development Committee of the Board. During the three and six months ended July 31, 2026, 196,439 shares of Common Stock were issued under the Inducement Plan and 103,561 shares were reserved for future issuance.

2021 Employee Stock Purchase Plan

The 2021 Employee Stock Purchase Plan ("2021 ESPP") permits participants to purchase shares of the Company's Common Stock at a discounted price through payroll deductions. As of July 31, 2026, 894,753 shares of Common Stock were available under the 2021 ESPP.

2017 Stock Option Plan and 2007 Stock Option Plan

In fiscal year 2022, the Company terminated its 2017 Stock Option Plan (the "2017 Plan") and 2007 Stock Option Plan (the "2007 Plan").

A summary of stock options outstanding under the 2017 Plan and 2007 Plan as of July 31, 2026 and changes during the fiscal year-to-date period then ended is presented in the following table, adjusted on a retroactive basis to reflect the Reverse Stock Split as discussed in Note 1, *Description of Business and Basis of Presentation*:

	Number of Stock Option Awards	Weighted Average Exercise Price	Weighted Average Remaining Contractual term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding as of January 31, 2026	118,756	$ 15.51	3.1	$ —
Options expired	(9,034)	$ 14.31		
Outstanding as of July 31, 2026	109,722	$ 15.60	2.5	$ —
Options vested as of July 31, 2026	109,722	$ 15.60	2.5	$ —
Exercisable as of July 31, 2026	109,722	$ 15.60	2.5	$ —

11. Income Taxes

The income tax provision for interim periods is determined using an estimate of the Company's annual effective tax rate as adjusted for discrete items arising in that quarter. The effective income tax rate was (4.5)% and (1.8)% for the three months ended July 31, 2026 and 2025, respectively. The effective income tax rate was (3.6)% and (1.5)% for the six months ended July 31, 2026 and 2025, respectively. The effective tax rate differs from the U.S. statutory rate primarily due to the full valuation allowances on the Company's net domestic deferred tax assets as it is more likely than not that all of the deferred tax assets will not be realized.

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA") was signed into law in the United States. The OBBBA includes a broad range of tax reform provisions affecting businesses. The Company has reflected the estimated impact of the OBBBA in the year-to-date and quarterly tax provision as of July 31, 2026. The impact of the OBBBA was not material to our Condensed Consolidated Financial Statements (Unaudited) and related disclosures.

12. Basic and Diluted Net Loss per Share

The following table sets forth the computation of the Company's basic and diluted net loss per share attributable to common stockholders for the three and six months ended July 31, 2026 and 2025, adjusted on a retroactive basis to reflect the Reverse Stock Split as discussed in Note 1, *Description of Business and Basis of Presentation*:

	Three months ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
	(in thousands, except share and per share data)			
Numerator:				
Net loss	$ (35,624)	$ (66,179)	$ (78,828)	$ (123,300)
Denominator:				
Weighted average common shares outstanding	26,322,311	23,196,534	25,490,242	23,076,430
Weighted average shares outstanding - Basic and Diluted	26,322,311	23,196,534	25,490,242	23,076,430
Net loss per share - Basic and Diluted	**$ (1.35)**	**$ (2.85)**	**$ (3.09)**	**$ (5.34)**

The potential shares of Common Stock that were excluded from the computation of diluted net loss per share attributable to common stockholders at each period end, adjusted on a retroactive basis to reflect the Reverse Stock Split as discussed in

Note 1, *Description of Business and Basis of Presentation*, because including them would have had an antidilutive effect were as follows:

	July 31, 2026	July 31, 2025
2028 Convertible Notes (on an as-converted basis)	49,214	1,358,507
Options to purchase common stock	109,722	121,133
Restricted stock units	2,655,459	2,955,766
2025 Warrants	1,671,000	—
Legacy Warrants	1,724,961	1,724,971
Employee stock purchase plan	657,448	572,471
Total potentially dilutive common share equivalents	**6,867,804**	**6,732,848**

PRSUs granted were excluded from the above table because the respective stock price and EBITDA targets have not been met as of July 31, 2026.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of the financial condition and results of operations of ChargePoint Holdings, Inc. ("ChargePoint" or the "Company") should be read in conjunction with ChargePoint's condensed consolidated financial statements and related notes appearing elsewhere in this Quarterly Report, and the audited consolidated financial statements for the year ended January 31, 2026 and related notes included in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on April 2, 2026. This discussion may contain forward-looking statements based upon current expectations that involve risks and uncertainties. ChargePoint's actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" in Part II, Item 1A of this Quarterly Report.

Overview

ChargePoint designs, develops and markets networked electric vehicle ("EV") charging system infrastructure ("Networked Charging Systems") connected through cloud-based services (the "ChargePoint Platform") which (i) enable charging systems owners, charge point operators ("CPOs") or hosts, to manage their Networked Charging Systems, and (ii) enable drivers to locate, reserve and authenticate Networked Charging Systems and to transact EV charging sessions on those systems. ChargePoint's Networked Charging Systems, subscriptions and other offerings provide an open platform that integrates with system hardware from ChargePoint and other manufacturers, connecting systems over an intelligent network that provides real-time information about charging sessions and full control, support and management of the Networked Charging Systems. This network provides multiple web-based portals for charging system owners, fleet managers, drivers and utilities.

ChargePoint generates revenue primarily through the sale of Networked Charging Systems, subscriptions to the ChargePoint Platform and extended parts and labor warranties ("Assure"). The Company also generates revenue, in some instances, by providing customers use of ChargePoint's owned and operated Networked Charging Systems, ChargePoint Platform and Assure into a single multi-year or annual subscription ("ChargePoint as a Service" or "CPaaS"). Each of the ChargePoint Platform, Assure and CPaaS is typically paid for upfront and revenue is recognized ratably over the term of the subscription period.

ChargePoint targets three key verticals: commercial, fleet and residential. Commercial customers have parking places largely within their workplaces and include retail, hospitality, healthcare, fueling and convenience and parking lot operators. Fleet includes municipal buses, delivery and work vehicles, port/airport/warehouse and other industrial applications, ride-sharing services, and is expected to eventually include autonomous transportation. Residential includes single family homes and multifamily residences.

Since its inception in 2007, ChargePoint has been engaged in developing and marketing its Networked Charging Systems, subscriptions and other offerings, raising capital and recruiting personnel. ChargePoint has incurred net operating losses and negative cash flows from operations in every year since its inception. As of July 31, 2026, ChargePoint had an accumulated deficit of $2,190.5 million. The Company's principal sources of liquidity are its cash and cash equivalents, cash generated from sales to customers, debt financing (as described in Part I, Item 1, Note 6, *Debt*), and sales of Common Stock under the 2025 ATM Facility (as defined in Part I, Item 1, Note 8, *Common Stock*).

Key Factors Affecting Operating Results

ChargePoint believes its performance and future success depend on several factors that present significant opportunities for it but also pose risks and challenges, including those discussed below:

Growth in EV Adoption

ChargePoint believes its revenue growth is tied to the number of passenger and commercial EVs sold, which it believes drives the demand for EV charging infrastructure. The market for EVs is still rapidly evolving and although demand for EVs has grown in recent years, the rate of EV sales is highly volatile and there is no guarantee of future demand for EV sales, especially in the markets ChargePoint primarily services, such as North America and Europe. Factors impacting the adoption of EVs include but are not limited to perceptions about EV features, quality, safety, performance and cost; perceptions about the limited range over which EVs may be driven on a single battery charge; volatility in the cost of oil and gasoline (including as a result of ongoing conflicts in the Middle East involving the United States, Iran, Israel and other Gulf States); availability of services for EVs; consumers' perception about the convenience, reliability and cost of charging EVs; and increases in fuel efficiency of internal combustion engine vehicles. Further, numerous EV auto manufacturers have announced delays in or modified their previously announced plans to migrate their manufacturing production to be solely or primarily EVs. For example, the North American EV market has recently suffered declines in the sale of new EVs since the termination of the $7,500 U.S. federal tax credit in September 2025, resulting in quarterly declines of new EVs sold as compared to prior periods. If the market for EVs does not develop as expected, if there is any slow-down or delay in overall EV adoption, or if auto manufacturers delay their EV manufacturing rates or eliminate their plans to transition to predominantly EV manufacturing, the rate of EV adoption may be adversely affected and the market for EV charging may not develop as a result and ChargePoint's financial condition and results of operations could be materially and adversely impacted.

Macroeconomic Trends

ChargePoint has an international presence and as a result is subject to risks and uncertainties caused by significant events with macroeconomic impacts, including, but not limited to geopolitical events, such as the ongoing Russia-Ukraine conflict, conflicts in the Middle East involving the United States, Iran, Israel and other Gulf States, rising political tensions with China, fluctuations in inflation and interest rates, monetary policy changes, financial services sector instability, recessions, global pandemics and foreign currency fluctuations.

The U.S. federal government has imposed, and may in the future impose, modify, suspend, or eliminate tariffs and surcharges on imports from various countries under one or more statutory authorities, including but not limited to executive trade powers and applicable provisions of U.S. trade law. There remains substantial uncertainty regarding the duration of existing and newly announced tariffs and surcharges, potential changes or pauses to such tariffs, tariff levels, and whether further additional tariffs or other retaliatory actions may be imposed, modified, or suspended, and the impacts of such actions on ChargePoint's business. ChargePoint continues to monitor and evaluate these developments and assess their potential impact on ChargePoint's business, financial condition, and results of operations. Trade restrictions and increased tariffs between the United States and countries like China, Mexico and Canada may result in adverse economic conditions, increase the costs of goods sold and result in a recession or the threat of a recession.

In addition, the United States automotive manufacturing industry is particularly sensitive to the impact of disruptions in supply chains as a result of geopolitical conflicts and tariffs on the increased costs of manufacturing and selling vehicles, which may result in substantial increases to the cost of vehicles to consumers, including EVs. Because ChargePoint is substantially reliant on the increased adoption and sales of new EVs, if there is any downturn in the sales of EVs or consumers reduce their purchases of new EVs, either because the vehicles are more expensive or as the result of a general downturn in the overall economy as the result of the conflicts in the Middle East and additional tariffs, ChargePoint's customers may reduce their need for EV infrastructure development and ChargePoint's business, financial results and results of operations may be harmed.

Global economic uncertainty due to other macroeconomic conditions, including inflation, interest rate pressures, disruptions and credit constraints in the financial services industry, labor market disruptions, and related concerns of a potential recession, have impacted customer behavior related to discretionary spending and sentiment and could continue to impact such behaviors in the future. Any resulting decline in the ability or willingness of customers, fleet owners and operators to purchase ChargePoint's products or subscription services could have an adverse impact on ChargePoint's results of operations and financial condition.

Competition

ChargePoint is currently a market leader in North America in commercial Level 2 Alternating Current ("AC") charging. ChargePoint also offers AC chargers for use at home and for fleet applications, and high-power Level 3 Direct Current ("DC") chargers for fast urban charging, corridor or long-trip charging and fleet applications. ChargePoint intends to expand its market share over time in its product categories, leveraging the network effect of its products and ChargePoint Platform. Existing competitors may expand their product offerings and sales strategies, and new competitors may enter the market. Historically, ChargePoint has sold its Networked Charging Systems and charger management system ("CMS" or "CMS Services") as an integrated "full-stack" offering, providing its customers with a sole-source solution for their EV charging needs, especially in the United States. At times, customers seek to disaggregate their networked charging solutions and to implement independent hardware and charging management software solutions, particularly for national or global commercial retailers and large fleet operators. While ChargePoint enables Networked Charging System owners to choose ChargePoint's CMS Services and select their choice of third-party hardware, there is no guarantee that this distributed sales model will be successful. If ChargePoint's market share decreases due to increased competition, or if ChargePoint is unable to compete with a disaggregated EV charging solutions sales model, its financial condition and results of operations may be materially and adversely impacted. Furthermore, ChargePoint's success could be negatively impacted if consumers and businesses choose other types of alternative fuel vehicles or high fuel-economy gasoline powered vehicles.

Impact of New Product Releases and Investments in Growth

As ChargePoint introduces new products, its gross margins may be initially negatively impacted by launch costs and lower sales volumes until it achieves targeted cost reductions. Cost reductions may not occur on the timeline ChargePoint expects due to a number of factors, including but not limited to failure to meet its own estimates, unanticipated supply chain difficulties, government mandates or certification requirements. In recent quarters, ChargePoint has maintained elevated levels of inventory, and ChargePoint is also preparing for the introduction of its next generation AC and DC Networked Charging System models, which increases the complexity of inventory management and heightens the risk that certain existing products or components may become excess, obsolete, or subject to inventory write-downs. In addition, ChargePoint may accelerate its expenditures where it sees growth opportunities, which may negatively impact gross margin until upfront costs and inefficiencies are absorbed and normalized operations are achieved. Further, ChargePoint has historically invested in prioritizing an assurance of supply of its products and new customer acquisition, which puts pressure on gross margins and increases operating expenses. ChargePoint also continuously evaluates and may adjust its expenditures, such as new product introduction costs, based on its launch plans for new products, as well as other factors including the pace and prioritization of current projects under development and the addition of new projects. As ChargePoint attains higher revenue, it expects operating expenses as a percentage of total revenue to decrease as it scales and focuses on increasing operational efficiency and process automation.

ChargePoint intends to use third-party contract manufacturers and design partners for targeted new research and development initiatives with the goals of controlling development costs and decreasing operating expenses. ChargePoint believes such partnerships will allow it to better manage research and development expenses, improve the speed and quality of new product development and increase its efficiencies by leveraging the design talent and supply chains of these partners. Implementing third-party design partners for new research and development initiatives will require sophisticated oversight, quality programs and cost-control initiatives. If ChargePoint is not successful in its use of third-party contract manufacturers and design partners for new product development, its financial conditions, gross margins and results of operations could be materially and adversely affected.

Government Mandates, Incentives and Programs

The U.S. federal government, certain foreign governments and some state and local governments provide incentives to end users and purchasers of EVs and EV infrastructure in the form of rebates, tax credits and other financial incentives. The U.S. federal government, and some foreign and state governments, have proposed changing or ending these incentives. These proposals create uncertainty and if adopted and implemented may have a material adverse impact on the EV market, which benefits from these financial incentives to significantly lower the effective price of EVs and EV charging stations to customers.

For example, the Infrastructure Investment and Jobs Act signed into law on November 15, 2021 provided additional funding for EVs and EV charging infrastructure through the creation of new programs and grants and the expansion of existing programs, including the $7.5 billion National Electric Vehicle Infrastructure ("NEVI") Program for EV charging along highway corridors. On August 11, 2025, the Federal Highway Administration ("FHWA") issued new guidance, updating prior guidance which previously froze federal funds tied to NEVI and directed states to file updated implementation plans. The FHWA has since approved the state plans and states are moving forward with their NEVI programs. Separately, the One Big Beautiful Bill Act ("OBBBA") was signed into law on July 4, 2025, which set new end dates for the EV charging infrastructure tax credits previously made available under Section 30C and Section 30D of the Internal Revenue Code of 1986, as amended. In particular, the OBBBA terminated the $7,500 new clean vehicle tax credit for all new EVs sold after September 30, 2025. This and any other reduction in rebates, tax credits or other financial incentives for EVs or EV charging stations could materially reduce the demand for EVs and ChargePoint's solutions and, as a result, may adversely impact ChargePoint's business and expansion potential.

Results of Operations and Its Components

Revenue

Networked Charging Systems

Networked Charging Systems revenue includes the deliveries of EV charging system infrastructure, which include a range of AC products for use in residential, commercial and fleet applications, and DC, or fast-charge products for use in commercial and fleet applications, as well as fees received for transferring regulatory incentives earned for participating in low carbon fuel programs. ChargePoint generally recognizes revenue from sales of Networked Charging Systems upon shipment to customers, including distributors, resellers or direct sales customers as these customers obtain title and control over these products. Revenue is adjusted for estimated returns. Revenue from regulatory incentives is recognized when the regulatory incentives are transferred.

Subscriptions

Subscriptions revenue consists of revenue from ChargePoint Platform software, Assure extended maintenance plans, and CPaaS, which combines the customer's use of ChargePoint's owned and operated Networked Charging Systems with the ChargePoint Platform and Assure programs into a single, typically multi-year subscription.

In some instances, CPaaS subscriptions are considered for accounting purposes to contain a lease for the customer's use of ChargePoint's owned and operated Networked Charging Systems unless the location allows the customer to receive incremental economic benefit from regulatory credits earned on that EV charging system. Lessor revenue relates to operating leases and historically has not been material. Subscriptions revenue is generally recognized over time on a straight-line basis as ChargePoint has an ongoing obligation to deliver such services to the customer.

Other

Other revenue consists of charging related fees received from drivers using charging sites owned and operated by ChargePoint, net transaction fees earned for processing payments collected on driver charging sessions at charging sites owned by its customers, and other professional services. Revenue from driver charging sessions and charging transaction fees is recognized when the charging session or transaction is completed. Revenue from fees for owned and operated sites is recognized over time on a straight-line basis over the performance period of the service contract as ChargePoint has an ongoing obligation to deliver such services. Revenue from professional services is recognized as the services are rendered.

ChargePoint has seen its revenue fluctuate based on market demand and other factors, and expects this variability in Networked Charging Systems revenue to continue in the near term. In the long term, it expects revenue to grow in both Networked Charging Systems and subscriptions due to increased demand in EVs and the related charging infrastructure market.

Networked Charging Systems	July 31, 2026	July 31, 2025	Change	
	(dollar amounts in thousands)			
Three months ended	$ 62,917	$ 50,421	$ 12,496	24.8 %
Percentage of total revenue	54.2 %	51.1 %		
Six months ended	$ 116,224	$ 102,480	$ 13,744	13.4 %
Percentage of total revenue	53.3 %	52.2 %		

Networked Charging Systems revenue increased during the three and six months ended July 31, 2026 compared to the three and six months ended July 31, 2025 primarily due to higher volume of Networked Charging Systems delivered across ChargePoint's major product families.

Subscriptions	July 31, 2026	July 31, 2025	Change	
	(dollar amounts in thousands)			
Three months ended	$ 43,698	$ 39,896	$ 3,802	9.5 %
Percentage of total revenue	37.6 %	40.5 %		
Six months ended	$ 84,473	$ 77,916	$ 6,557	8.4 %
Percentage of total revenue	38.8 %	39.7 %		

Subscriptions revenue increased during the three and six months ended July 31, 2026 compared to the three and six months ended July 31, 2025 primarily due to the growth in the number of ChargePoint Platform subscriptions and Assure subscriptions for Networked Charging Systems connected to ChargePoint's network.

Other Revenue	July 31, 2026	July 31, 2025	Change	
	(dollar amounts in thousands)			
Three months ended	$ 9,460	$ 8,273	$ 1,187	14.3 %
Percentage of total revenue	8.1 %	8.4 %		
Six months ended	$ 17,197	$ 15,834	$ 1,363	8.6 %
Percentage of total revenue	7.9 %	8.1 %		

Other revenue increased during the three and six months ended July 31, 2026 compared to the three and six months ended July 31, 2025 due to an increase in transaction fees earned for processing payments collected on driver charging sessions at charging sites owned by ChargePoint's customers.

Cost of Revenue

Networked Charging Systems

ChargePoint uses contract manufacturers to manufacture its Networked Charging Systems. ChargePoint's cost of revenue for the sale of Networked Charging Systems includes the contract manufacturer's costs of finished goods and shipping and handling. Cost of revenue for the sale of Networked Charging Systems also consists of salaries and related personnel expenses, including stock-based compensation, warranty provisions, inventory obsolescence and write-downs, depreciation of manufacturing related equipment, and allocated facilities and information technology expenses. As revenue is recognized, ChargePoint accounts for estimated warranty cost as a charge to cost of revenue. The estimated warranty cost is based on historical and predicted product failure rates and repair expenses.

Subscriptions

Cost of Subscriptions revenue includes salaries and related personnel expenses, including stock-based compensation and third-party support costs to manage the systems and helpdesk services for drivers and site hosts, network and wireless connectivity costs for subscription services, field costs for Assure, depreciation of owned and operated systems used in CPaaS arrangements, allocated facilities and information technology expenses.

Other

Cost of other revenue includes depreciation and other costs for ChargePoint's owned and operated charging sites, charging related processing charges, salaries and related personnel expenses, including stock-based compensation, as well as costs of professional services.

Cost of Networked Charging Systems Revenue	July 31, 2026	2025	Change	
		(dollar amounts in thousands)		
Three months ended	$ 49,495	$ 46,492	$ 3,003	6.5 %
Percentage of Networked Charging Systems revenue	78.7 %	92.2 %		
Six months ended	$ 98,449	$ 95,130	$ 3,319	3.5 %
Percentage of Networked Charging Systems revenue	84.7 %	92.8 %		

Cost of Networked Charging Systems revenue increased during the three and six months ended July 31, 2026 compared to the three and six months ended July 31, 2025 primarily due to a higher volume of products shipped, partially offset by a one-time tariff refund during the three and six months ended July 31, 2026 of $4.3 million.

Cost of Subscriptions Revenue	July 31, 2026	2025	Change	
		(dollar amounts in thousands)		
Three months ended	$ 18,065	$ 15,534	$ 2,531	16.3 %
Percentage of subscriptions revenue	41.3 %	38.9 %		
Six months ended	$ 35,985	$ 30,900	$ 5,085	16.5 %
Percentage of subscriptions revenue	42.6 %	39.7 %		

Cost of Subscriptions revenue increased primarily due to the increases in Assure costs during the three and six months ended July 31, 2026 compared to the three and six months ended July 31, 2025.

Cost of Other Revenue	July 31, 2026	2025	Change	
		(dollar amounts in thousands)		
Three months ended	$ 6,213	$ 5,836	$ 377	6.5 %
Percentage of other revenue	65.7 %	70.5 %		
Six months ended	$ 11,536	$ 11,486	$ 50	0.4 %
Percentage of other revenue	67.1 %	72.5 %		

Cost of other revenue did not materially change during the three and six months ended July 31, 2026 compared to the three and six months ended July 31, 2025.

Gross Profit and Gross Margin

Gross profit represents revenue less cost of revenue, and gross margin is gross profit expressed as a percentage of revenue. ChargePoint offers a range of Networked Charging Systems with significant variation in selling prices and associated gross margins. As a result, ChargePoint's gross profit and gross margin have fluctuated in the past and are expected to continue to vary from period to period, driven by factors such as geographic, vertical and product mix.

In the long term, improvements in ChargePoint's gross profit and gross margin will depend on its ability to continue to optimize its operations and supply chain as it increases its revenue. However, at least in the short term, as the product mix continues to vary and as ChargePoint continues to align inventory supply with demand and optimize for customer acquisition, launches new Networked Charging Systems products, grows its presence in Europe, and expands its solutions for its fleet customers, gross margin will vary from period to period.

Gross Profit and Gross Margin	July 31, 2026		July 31, 2025		Change		
			(dollar amounts in thousands)				
Three months ended	$	42,302	$	30,728	$	11,574	37.7%
Gross margin		36.4 %		31.2 %		5.2 %	
Six months ended	$	71,924	$	58,714	$	13,210	22.5%
Gross margin		33.0 %		29.9 %		3.1 %	

Gross profit and gross margin increased during the three and six months ended July 31, 2026 compared to the three and six months ended July 31, 2025 primarily due to Networked Charging Systems cost efficiencies, a one-time tariff refund in the period, and a slight increase in subscription revenue as a percentage of total revenue.

Research and Development Expenses

Research and development expenses consist primarily of salaries and related personnel expenses, including stock-based compensation, for personnel related to the development of improvements and expanded features for ChargePoint's products and services, including in quality assurance, testing, product management, and allocated facilities and information technology expenses. Research and development costs also include prototype and testing cost, professional services and consulting, and are expensed as incurred.

ChargePoint expects its research and development expenses to decrease as a percentage of revenue as it continues to optimize its research and development activities for its technology and product roadmap.

Research and Development Expenses	July 31, 2026		July 31, 2025		Change		
			(dollar amounts in thousands)				
Three months ended	$	32,410	$	36,479	$	(4,069)	(11.2)%
Percentage of total revenue		27.9 %		37.0 %			
Six months ended	$	68,007	$	69,989	$	(1,982)	(2.8)%
Percentage of total revenue		31.2 %		35.7 %			

Research and development expenses decreased during the three months ended July 31, 2026 compared to the three months ended July 31, 2025 primarily due to a decrease of $6.3 million in payroll-related expense resulting from reduced headcount associated with our previously announced reorganizations, including lower stock-based compensation expense, offset by a $2.2 million increase in employee severance, termination and employment-related exit costs related to the March and July 2026 Reorganizations.

Research and development expenses decreased during the six months ended July 31, 2026 compared to the six months ended July 31, 2025 primarily due to a decrease of $8.6 million in payroll related expense resulting from reduced headcount associated with our previously announced reorganizations, offset by a $6.3 million increase in employee severance, termination and employment-related exit costs related to the March and July 2026 Reorganizations.

Sales and Marketing Expenses

Sales and marketing expenses consist primarily of salaries and related personnel expenses, including stock-based compensation, sales commissions, professional services fees, travel, marketing and promotional expenses, bad debt expenses, and allocated facilities and information technology expenses.

ChargePoint expects its sales and marketing expenses to decrease as a percentage of revenue as it continues to optimize its sales and marketing activities while expanding sales.

Sales and Marketing Expenses	July 31, 2026		July 31, 2025		Change		
	(dollar amounts in thousands)						
Three months ended	$	23,459	$	25,033	$	(1,574)	(6.3)%
Percentage of total revenue		20.2 %		25.4 %			
Six months ended	$	47,053	$	51,225	$	(4,172)	(8.1)%
Percentage of total revenue		21.6 %		26.1 %			

Sales and marketing expenses decreased during the three months ended July 31, 2026 compared to the three months ended July 31, 2025 primarily due to a decrease of $3.3 million in payroll-related expense resulting from reduced headcount associated with our previously announced reorganizations, including lower stock-based compensation expense, offset by a $1.5 million increase in employee severance, termination and employment-related exit costs related to the March and July 2026 Reorganizations and an increase of $0.8 million in commission-related costs.

Sales and marketing expenses decreased during the six months ended July 31, 2026 compared to the six months ended July 31, 2025 primarily due to a decrease of $5.0 million in payroll-related expense resulting from reduced headcount associated with our previously announced reorganizations, including lower stock-based compensation expense, decrease in bad debt expense of $1.7 million, offset by $3.2 million of employee severance, termination and employment-related exit costs related to the March and July 2026 Reorganizations.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and related personnel expenses, including stock-based compensation related to finance, legal and human resource functions, contractor and professional services fees, audit and compliance expenses, insurance costs, and general corporate expenses, including allocated facilities and information technology expenses.

We expect to continue managing and reducing our general and administrative expenses as we scale our business operations and operate as a public company. These expenses include costs related to compliance with SEC rules and regulations, legal and audit services, additional insurance, and other administrative and professional services.

General and Administrative Expense	July 31, 2026		July 31, 2025		Change		
	(dollar amounts in thousands)						
Three months ended	$	20,492	$	28,193	$	(7,701)	(27.3)%
Percentage of total revenue		17.7 %		28.6 %			
Six months ended	$	38,077	$	50,317	$	(12,240)	(24.3)%
Percentage of total revenue		17.5 %		25.6 %			

General and administrative expenses decreased during the three months ended July 31, 2026 compared to the three months ended July 31, 2025 primarily due to a decrease in non-recurring operating expenses of $5.9 million mainly from litigation and settlement costs, and a decrease of $2.3 million in payroll-related expense resulting from reduced headcount associated with our previously announced reorganizations, including lower stock-based compensation expense, offset by $2.1 million of employee severance, termination and employment-related exit costs and facilities exit costs related to the July 2026 Reorganization.

General and administrative expenses decreased during the six months ended July 31, 2026 compared to the six months ended July 31, 2025 primarily due to a decrease in non-recurring operating expenses of $9.5 million mainly from litigation and settlement costs and a decrease of $4.6 million in payroll-related expense resulting from reduced headcount associated with our previously announced reorganizations, including lower stock-based compensation expense, offset by $3.9 million employee severance, termination and employment-related exit costs and facilities exit costs related to the March and July 2026 Reorganizations.

Interest Income

Interest income consists primarily of interest earned on ChargePoint's cash and cash equivalents.

Interest Income	July 31, 2026	July 31, 2025	Change	
		(dollar amounts in thousands)		
Three months ended	$ 499	$ 1,132	$ (633)	(55.9)%
Percentage of total revenue	0.4 %	1.1 %		
Six months ended	$ 835	$ 2,296	$ (1,461)	(63.6)%
Percentage of total revenue	0.4 %	1.2 %		

Interest income decreased during the three and six months ended July 31, 2026 as compared to the three and six months ended July 31, 2025 due to lower balances of interest-bearing cash equivalents.

Interest Expense

Interest expense consists primarily of the interest on ChargePoint's 2028 Convertible Notes that were originally issued in April 2022, and amended in October 2023, which are described more completely below in *Liquidity and Capital Resources*.

Interest Expense	July 31, 2026	July 31, 2025	Change	
		(dollar amounts in thousands)		
Three months ended	$ (279)	$ (6,849)	$ 6,570	(95.9)%
Percentage of total revenue	(0.2)%	(6.9)%		
Six months ended	$ (553)	$ (13,285)	$ 12,732	(95.8)%
Percentage of total revenue	(0.3)%	(6.8)%		

Interest expense decreased during the three and six months ended July 31, 2026 as compared to the three and six months ended July 31, 2025 primarily due to a decrease in the outstanding balance of the 2028 Convertible Notes as the result of the debt Exchange Transaction. For more information, see Part I, Item 1, Note 6, *Debt*, in the notes to condensed consolidated financial statements in this Quarterly Report.

Other Income, Net

Other income (expense), net consists primarily of gains and losses on foreign currency transactions and a one-time gain on loan repayment.

Other Income (Expense), net	July 31, 2026	July 31, 2025	Change	
		(dollar amounts in thousands)		
Three months ended	$ (236)	$ (323)	$ 87	(26.9)%
Percentage of total revenue	(0.2)%	(0.3)%		
Six months ended	$ 4,860	$ 2,290	$ 2,570	112.2 %
Percentage of total revenue	2.2 %	1.2 %		

Other expense did not materially change during the three months ended July 31, 2026 as compared to the three months ended July 31, 2025.

Other income, net increased during the six months ended July 31, 2026 as compared to the six months ended July 31, 2025 primarily due to the recognition of a $5.4 million gain on prepayment of Short-Term Loans (as described in Part I, Item 1, Note 6, *Debt*), offset by a decrease in foreign exchange gains of $3.6 million driven by unfavorable changes in foreign exchange rates.

Provision for Income Taxes

ChargePoint's provision for income taxes consists of federal, state and foreign income taxes based on enacted federal, state and foreign tax rates, as adjusted for allowable credits, deductions, uncertain tax positions, changes in deferred tax assets and liabilities and changes in tax law. Due to the level of historical losses, ChargePoint maintains a valuation allowance against U.S. federal and state deferred tax assets as it has concluded it is more likely than not that these deferred tax assets will not be realized.

	July 31,			
Provision for Income Taxes	**2026**	**2025**	**Change**	
	(dollar amounts in thousands)			
Three months ended	$ 1,549	$ 1,162	$ 387	33.3%
Percentage of loss before provision for income taxes	(4.5)%	(1.8)%		
Six months ended	$ 2,757	$ 1,784	$ 973	54.5%
Percentage of loss before provision for income taxes	(3.6)%	(1.5)%		

The provision for income taxes increased during the three and six months ended July 31, 2026 as compared to the three and six months ended July 31, 2025 primarily due to income tax provisions on foreign subsidiaries.

Liquidity and Capital Resources

Sources of Liquidity

ChargePoint's primary sources of liquidity are its cash and cash equivalents, cash generated from sales to customers, cash generated from sales of its Common Stock and debt financing.

ChargePoint's primary requirements for liquidity and capital are to finance working capital, inventory management, capital expenditures and general corporate purposes. ChargePoint expects these needs to continue as ChargePoint develops and grows its business. ChargePoint has incurred net losses and negative cash flows from operations since its inception.

ChargePoint continues to be focused on managing its working capital position, concentrating its efforts on accelerating the collection of accounts receivable, improving days sales outstanding (""DSO"") across its customer and channel relationships, maintaining a disciplined approach to managing its supply chain relationships, other activities which drive optimization of its inventory levels, and active expense controls across the organization.

With respect to accounts receivable, ChargePoint is concentrated on shortening the cash conversion cycle, including tightening payment terms with key customers and channel partners, and deploying dedicated collection resources focused on aged and high-balance receivables. The magnitude and timing of DSO improvement may vary from period to period depending on customer mix, contract structures, and prevailing commercial conditions. With respect to expense controls, management employs cost optimization measures designed to reduce cash expenditures and improve operating leverage. These measures may include active supply chain and order management, review, prioritization and timing of vendor payments, rationalization of vendor relationships and organizational efficiency initiatives intended to align ChargePoint'' cost structure with current and anticipated revenue levels. Management continues to evaluate additional opportunities to reduce costs and improve operating efficiency on an ongoing basis.

Collectively, these working capital and expense management initiatives are intended to optimize operating cash flow, strengthen ChargePoint' liquidity position, and support a sustainable path toward improved financial performance. While there can be no assurance that these measures will achieve their intended objectives in any given period, management believes that its active and disciplined approach to working capital management positions ChargePoint to meet its near-term operational requirements and advance its strategic objectives. ChargePoint may, from time to time, revise or adapt these practices as business conditions and commercial relationships evolve.

As of July 31, 2026, ChargePoint had cash, cash equivalents and restricted cash of $95.7 million. As of January 31, 2026, ChargePoint had cash, cash equivalents and restricted cash of $142.0 million. ChargePoint believes that its cash on hand and cash generated from sales to customers will satisfy its working capital and capital requirements for at least the next twelve months.

2025 Credit Agreement

On November 14, 2025, ChargePoint entered into a privately negotiated exchange agreement (the "Exchange Agreement") with certain holders (the "Exchanging Holders") of its outstanding 2028 Convertible Notes. Pursuant to the Exchange Agreement, the Company exchanged $328.6 million of aggregate capitalized principal amount of the 2028 Convertible Notes for the following consideration (the "Exchange Transaction"): (i) $186.5 million in aggregate principal amount under a new Credit and Security Agreement (the "2025 Credit Agreement"), (ii) $25.0 million in cash, and (iii) warrants to purchase up to 1,671,000 shares of ChargePoint's common stock at an exercise price of $25.00 per share (the "2025 Warrants"). ChargePoint did not receive any cash proceeds from the Exchange Transaction. Following the consummation of the Exchange Transaction, $11.3 million in capitalized principal amount of 2028 Convertible Notes remains outstanding. The Exchange Agreement contains customary representations, warranties and covenants of ChargePoint and the Exchanging Holders. For more information about the Exchange Transaction see Note 6, *Debt,* in Part I, Item 1, "Financial Statements" of this Quarterly Report on Form 10-Q.

2027 Revolving Credit Facility

On July 27, 2023, the Company entered into a revolving credit agreement by and among the Company, ChargePoint, Inc. (the "Borrower"), certain subsidiaries of the Borrower as guarantors, JPMorgan Chase Bank, N.A., as administrative agent, and the other lenders party thereto which provided for a senior secured revolving credit facility in an initial aggregate principal amount of up to $150.0 million, with a maturity date of January 1, 2027 (the "2027 Revolving Credit Facility"). As of the closing of the 2025 Credit Agreement, ChargePoint had no borrowings outstanding under the 2027 Revolving Credit Facility, and in connection with the consummation of the 2025 Credit Agreement, ChargePoint terminated the 2027 Revolving Credit Facility. For more information about the 2027 Revolving Credit Facility see Note 6, *Debt,* in Part I, Item 1, "Financial Statements" of this Quarterly Report on Form 10-Q.

2028 Convertible Notes

In April 2022, ChargePoint completed a private placement of $300.0 million aggregate principal amount of convertible notes, with an original maturity date of April 1, 2027 (the "Original Convertible Notes"). In October 2023, ChargePoint completed an amendment to the indenture for the Original Convertible Notes (the "Notes Amendment") pursuant to which the Cash Interest and PIK Interest (as described below) were increased and the maturity date for the Original Convertible Note was extended to April 1, 2028 (the "2028 Convertible Notes"). The net proceeds from the original sale of the 2028 Convertible Notes were approximately $294.0 million after deducting initial purchaser discounts and commissions and the Company's offering expenses.

Prior to the Notes Amendment, the Original Convertible Notes bore interest at 3.50% per annum, to the extent paid in cash ("Cash Interest"), which was payable semi-annually in arrears on April 1st and October 1st of each year or 5.00% per annum through the issuance of additional Original Convertible Notes. The 2028 Convertible Notes bear Cash Interest at 7.00% per annum or 8.50% per annum through the issuance of additional 2028 Convertible Notes ("PIK Interest"). The 2028 Convertible Notes are convertible, based on the applicable conversion rate, into cash, shares of ChargePoint's Common Stock or a combination thereof, at ChargePoint's election. The conversion rate of the 2028 Convertible Notes is 4.1667 shares of Common Stock per $1,000 principal amount, which is equivalent to a conversion price of approximately $240.00 per share of Common Stock.

On November 14, 2025, ChargePoint entered into the Exchange Agreement. Following the consummation of the Exchange Transaction, $11.3 million in capitalized principal amount of 2028 Convertible Notes remains outstanding. For more information about the Exchange Transaction see Note 6, *Debt,* in Part I, Item 1, "Financial Statements" of this Quarterly Report on Form 10-Q.

Shelf Registrations and ATM Facilities

On July 1, 2022, ChargePoint filed a registration statement on Form S-3 (File No. 333-265986) with the SEC (that was declared effective by the SEC on July 12, 2022), which permitted ChargePoint to offer up to $1.0 billion of shares of Common

Stock, preferred stock, debt securities, warrants and rights in one or more offerings and in any combination, including in units from time to time (the “2022 Shelf Registration Statement”). As part of the 2022 Shelf Registration Statement, ChargePoint filed a prospectus supplement registering for sale from time to time up to $500.0 million of shares of Common Stock pursuant to a sales agreement (the “2022 ATM Facility”). During the twelve months ended January 31, 2026, there were no sales of the Company’s Common Stock pursuant to the 2022 ATM Facility. On July 11, 2025, ChargePoint terminated the 2022 ATM Facility, effective immediately. The 2022 Shelf Registration Statement expired on July 12, 2025.

On September 8, 2025, ChargePoint filed a registration statement on Form S-3 (File No. 333-290113) with the SEC (which was amended on December 5, 2025 and was declared effective by the SEC on December 8, 2025), which permits ChargePoint to offer up to $400.0 million of shares of Common Stock, preferred stock, debt securities, warrants and rights in one or more offerings and in any combination, including in units from time to time (the “2025 Shelf Registration Statement”). The 2025 Shelf Registration Statement includes a sales agreement prospectus pursuant to which ChargePoint may, from time to time, offer and sell up to $150.0 million of shares of Common Stock pursuant to a new “at-the-market” sales agreement (the “2025 ATM Facility”). During the three months ended July 31, 2026, there were no sales of the Company’s Common Stock pursuant to the 2025 ATM Facility.

Long-Term Liquidity Requirements

ChargePoint has incurred net losses and negative cash flows from operations since inception. Until ChargePoint can generate sufficient revenue to cover its cost of sales, operating expenses, working capital and capital expenditures, it expects to primarily fund cash needs through a combination of working capital management, equity and debt financing. ChargePoint may borrow funds on terms that may include restrictive covenants, such as the restrictive covenants included in the 2025 Credit Agreement, including covenants that restrict the operation of its business, liens on assets, high effective interest rates and repayment provisions that reduce cash resources and limit future access to capital markets.

ChargePoint may continue to opportunistically seek access to additional funds through public or private equity offerings or debt financings, including through potential sales of Common Stock under its 2025 ATM Facility. If ChargePoint raises funds by issuing equity securities or debt securities convertible into equity securities, dilution to stockholders may result. Any equity securities issued may also provide for rights, preferences or privileges senior to those of holders of Common Stock. If ChargePoint raises funds by issuing debt securities, these debt securities would have rights, preferences and privileges senior to those of holders of Common Stock. The terms of debt securities or borrowings could impose significant restrictions on ChargePoint’s operations and expose ChargePoint to enhanced risks associated with rising interest rates and elevated inflation. The capital markets have in the past, and may in the future, experience periods of higher volatility that could impact the availability and cost of equity and debt financing.

ChargePoint’s principal use of cash in recent periods has been funding its operations and investing in capital expenditures. ChargePoint’s future capital requirements will depend on many factors, including its revenue growth rate, the timing and the amount of cash received from customers, its efforts to reduce operating expenses, the timing and extent of spending to support development efforts, expenses associated with its reorganizations, the introduction of network enhancements and the continuing market adoption of its Networked Charging Systems. In the future, ChargePoint may enter into arrangements to acquire or invest in complementary businesses, products and technologies. ChargePoint may be required to seek additional equity or debt financing beyond the amounts available to it pursuant to the 2025 ATM Facility.

If ChargePoint requires additional financing, it may not be able to raise such financing on acceptable terms or at all, particularly if certain unfavorable economic and market conditions persist or worsen and a potential recession or other economic downturn would intensify these risks. If ChargePoint is unable to raise additional capital or generate cash flows necessary to optimize its operations and invest in continued innovation, it may not be able to compete successfully, which would harm its business, results of operations and financial condition. If adequate funds are not available, ChargePoint may need to reconsider its plans or limit its research, development and sales activities, which could have a material adverse impact on its business prospects and results of operations.

Cash Flows

For the Six Months Ended July 31, 2026 and 2025

The following table sets forth a summary of ChargePoint's cash flows for the periods indicated:

	Six Months Ended July 31, 2026	Six Months Ended July 31, 2025
	(in thousands)	
Net cash provided by (used in):		
Operating activities	$ (40,791)	$ (39,120)
Investing activities	(2,105)	(2,358)
Financing activities	(2,466)	8,089
Effects of exchange rates on cash, cash equivalents, and restricted cash	(872)	2,941
Net decrease in cash, cash equivalents, and restricted cash	**$ (46,234)**	**$ (30,448)**

Net Cash Used in Operating Activities

During the six months ended July 31, 2026, net cash used in operating activities was $40.8 million, consisting primarily of a net loss of $78.8 million and change in net operating assets of $8.9 million, partially offset by an add back of total non-cash charges of $29.2 million. The noncash charges consisted of $21.6 million of stock-based compensation expense, $14.0 million of depreciation, amortization, and amortization of deferred contract acquisition costs, $1.7 million of non-cash operating lease cost, $0.4 million of non-cash interest expenses, offset by $9.2 million of reserves and other costs and $0.8 million of foreign currency transaction loss. The change in operating assets and liabilities was mainly driven by a decrease in inventories of $40.7 million, offset by a decrease in accounts payable, operating lease liabilities, and accrued and other liabilities of $22.3 million, increases in prepaid expenses and other assets of $6.8 million, a decrease in deferred revenue of $1.0 million, and an increase in accounts receivable, net, of $1.8 million.

During the six months ended July 31, 2025, net cash used in operating activities was $39.1 million, consisting primarily of a net loss of $123.3 million, change in net operating assets of $21.0 million and total non-cash charges of $63.2 million. The noncash charges consisted primarily of $36.1 million of stock-based compensation expense, $15.5 million of depreciation, amortization, and amortization of deferred contract acquisition costs, $9.4 million non-cash interest expenses, $4.3 million of reserves and other costs, and $1.8 million of non-cash operating lease cost, offset by $3.9 million of foreign currency transaction gains. The change in operating assets and liabilities was mainly driven by an increase in accounts payable, operating lease liabilities, and accrued and other liabilities of $3.3 million, and an increase in deferred revenue of $8.4 million, and decreases in prepaid expenses and other assets of $3.4 million, inventories of $3.3 million, and accounts receivable, net, of $2.6 million.

Net Cash Used In Investing Activities

During the six months ended July 31, 2026, net cash used in investing activities was $2.1 million related to purchases of property and equipment.

During the six months ended July 31, 2025, net cash used in investing activities was $2.4 million related to purchases of property and equipment.

Net Cash Provided by Financing Activities

During the six months ended July 31, 2026, net cash used in financing activities was $2.5 million, consisting of repayment of borrowings of $9.6 million, offset by change in driver funds and amounts due to customers of $6.8 million and proceeds from the issuance of Common Stock under employee equity plans of $0.4 million, net of tax withholding.

During the six months ended July 31, 2025, net cash provided by financing activities was $8.1 million, consisting of proceeds from the issuance of Common Stock under employee equity plans of $1.3 million, net of tax withholding, and change in driver funds and amounts due to customers of $6.8 million.

Off-Balance Sheet Arrangements

ChargePoint is not a party to any off-balance sheet arrangements.

Critical Accounting Policies and Estimates

The Company's discussion and analysis of its financial condition and results of operations are based upon its condensed consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States. The preparation of these condensed consolidated financial statements requires ChargePoint to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, cost of revenue and expenses. The Company evaluates its estimates and assumptions on an ongoing basis, and bases its estimates on historical experience and on various other assumptions that ChargePoint believes to be reasonable under the circumstances, the results of which form the basis for the judgments ChargePoint makes about the carrying value of assets and liabilities that are not readily apparent from other sources. Because these estimates can vary depending on the situation, actual results may differ from these estimates. Making estimates and judgments about future events is inherently unpredictable and is subject to significant uncertainties, some of which are beyond ChargePoint's control. Should any of these estimates and assumptions change or prove to have been incorrect, it could have a material impact on ChargePoint's results of operations, financial position and statement of cash flows.

Other than the policies noted in Part I, Item 1, Note 2, *Summary of Significant Accounting Policies*, in the Company's notes to condensed consolidated financial statements in this Quarterly Report, there have been no material changes to its critical accounting policies and estimates as compared to those disclosed in its audited consolidated financial statements as of January 31, 2026, included in the Company's Annual Report on Form 10-K filed with the SEC on April 2, 2026.

Recent Accounting Pronouncements

For a description of recent accounting pronouncements, including the expected dates of adoption and estimated effects, if any, on ChargePoint's condensed consolidated financial statements, see Part I, Item 1, Note 2, *Summary of Significant Accounting Policies*, in its notes to condensed consolidated financial statements in this Quarterly Report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

ChargePoint is exposed to market risk for changes in interest rates. ChargePoint had cash, cash equivalents and restricted cash totaling $95.7 million as of July 31, 2026. Cash equivalents are invested primarily in money market funds. ChargePoint's investment policy is focused on the preservation of capital and supporting its liquidity needs. Under the policy, ChargePoint historically invests in highly rated securities issued by the U.S. government, and short duration or liquid money market funds. ChargePoint does not invest in financial instruments for trading or speculative purposes, nor does it use leveraged financial instruments. ChargePoint utilizes external investment managers who adhere to the guidelines of its investment policy.

Foreign Currency Risk

ChargePoint has foreign currency risks related to its revenue and operating expenses denominated in currencies other than the U.S. dollar, primarily the euro, causing both its revenue and its operating results to be impacted by fluctuations in the exchange rates. As ChargePoint's foreign operations expand, its results may be more materially impacted by fluctuations in the exchange rates of the currencies in which it does business.

Gains or losses from the revaluation of certain cash balances, accounts receivable balances and intercompany balances that are denominated in these currencies can impact ChargePoint's net loss. A hypothetical decrease in all foreign currencies against the U.S. dollar of 10% would not result in a material foreign currency loss on foreign-denominated balances as of July 31, 2026. There was no material change in ChargePoint's foreign currency risk during the three months ended July 31, 2026 compared to the same period in 2025.

At this time, ChargePoint does not enter into financial instruments to hedge its foreign currency exchange risk, but it may do so in the future if our exposure to foreign currency should become more significant. As our international operations grow, we will continue to reassess our approach to manage our risk relating to fluctuations in currency rates.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in the reports filed or submitted under the Securities Exchange Act of 1934, as amended, ("Exchange Act") is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in reports filed or submitted under the Exchange Act is accumulated and communicated to management, including ChargePoint's Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

ChargePoint's management, with participation of its Chief Executive Officer and Chief Financial Officer, evaluated, as of the end of the period covered by this Quarterly Report, the effectiveness of ChargePoint's disclosure controls and procedures (as that term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that ChargePoint's disclosure controls and procedures were effective at the reasonable assurance level as of July 31, 2026.

Changes in Internal Control Over Financial Reporting

There have been no changes in internal control over financial reporting during the quarter ended July 31, 2026 that have materially affected, or are reasonably likely to materially affect, ChargePoint's internal control over financial reporting.

PART II: OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, ChargePoint Holdings, Inc. (“ChargePoint” or the “Company”, or “we”, “us”, “our” and similar terms) may be involved in legal proceedings or subject to claims incident to the ordinary course of business. Regardless of the outcome, such proceedings or claims can have an adverse impact on ChargePoint because of defense and settlement costs, diversion of resources and other factors, and there can be no assurances that favorable outcomes will be obtained.

More information with respect to this item may be found in Note 7, *Commitments and Contingencies*, in the accompanying notes to the condensed consolidated financial statements included in Part I, Item 1, “Financial Statements” of this Quarterly Report on Form 10-Q, under “Legal Proceedings” which is incorporated herein by reference.

ITEM 1A. RISK FACTORS

An investment in ChargePoint’s securities involves a high degree of risk. You should carefully consider the risks described below before making an investment decision. ChargePoint’s business, prospects, financial condition, or operating results could be harmed by any of these risks, as well as other risks not known to ChargePoint or that it considers immaterial as of the date of this quarterly report on Form 10-Q (this “Quarterly Report”). The trading price of ChargePoint’s securities could decline due to any of these risks, and, as a result, you may lose all or part of your investment.

Summary of Principal Risks Associated with ChargePoint’s Business

- ChargePoint operates in the early-stage market of electric vehicle (“EV”) adoption and has a history of losses and negative cash flows from operating activities, and expects to incur significant expenses and continuing losses for the near term.
- ChargePoint operates in a dynamic and rapidly evolving industry. If it fails to manage growth effectively, its business, operating results and financial condition could be adversely affected.
- ChargePoint’s success depends on ChargePoint’s ability to improve its financial and operational performance and execute its business strategy.
- ChargePoint’s future growth and success is highly dependent upon the continuing adoption of EVs for passenger and fleet applications.
- ChargePoint currently faces intense competition and expects to face significant competition in the future as the market for EV charging develops.
- If ChargePoint is unable to accurately anticipate market demand for its products, ChargePoint may have difficulty managing its production and inventory and ChargePoint’s operating results could be harmed.
- ChargePoint relies on a third-party channel partner network of distributors and resellers to generate a substantial amount of its revenue, and failure on the part of ChargePoint to continue to develop and expand this network may have an adverse impact on its business and prospects for growth.
- Failure to effectively expand ChargePoint’s sales and marketing capabilities could harm its ability to increase its customer base and achieve broader market acceptance of its solutions.
- Adverse economic conditions or reduced spending by ChargePoint’s customers may adversely impact its business.
- Supply chain disruptions, component shortages, increased tariffs, manufacturing interruptions or delays could adversely affect ChargePoint’s ability to meet customer demand, lead to higher costs, and adversely affect ChargePoint’s business and results of operations.
- ChargePoint relies on a limited number of suppliers and manufacturers for its charging stations. A loss of any of these partners could negatively affect its business.

- ChargePoint’s business is subject to risks associated with construction, cost overruns and delays, and other contingencies that may arise in the course of completing installations, and such risks may increase in the future as ChargePoint expands the scope of such services with other parties.
- If ChargePoint is unable to attract and retain key employees and hire qualified management, technical engineering and sales personnel, its ability to compete and successfully grow its business would be harmed.
- ChargePoint has expanded operations internationally, particularly in Europe, which will expose it to additional tax, compliance, market and other risks.
- ChargePoint’s future revenue growth will depend in significant part on its ability to increase sales of its products and services to fleet operators, including autonomous fleets.
- Acquisitions or strategic investments could be difficult to identify and integrate, divert the attention of key management personnel, disrupt ChargePoint’s business, dilute stockholder value and adversely affect its results of operations and financial condition.
- The EV market currently benefits from the availability of rebates, tax credits and other financial incentives from governments, utilities and others to offset the purchase or operating costs of EVs and EV charging stations. The reduction, modification, or elimination of such benefits could cause reduced demand for EVs and EV charging stations, which would adversely affect ChargePoint’s financial results.
- ChargePoint’s business may be adversely affected if it is unable to protect its technology and intellectual property from unauthorized use by third parties.
- ChargePoint is highly reliant on its networked charging solution and information technology systems and data, and those of its service providers and component suppliers; any of these systems and data may be subject to cyber-attacks, service disruptions or other security incidents, which could result in data breaches, loss or interruption of services, intellectual property theft, claims, litigation, regulatory investigations, significant liability, reputational damage and other adverse consequences.
- Computer malware, viruses, ransomware, hacking, phishing attacks and similar disruptions could result in security and privacy breaches and interruption in service, which could harm ChargePoint’s business.
- Future sales of ChargePoint’s common stock (“Common Stock”) in the public market, or the perception that such sales may occur, could reduce ChargePoint’s stock price, and any conversions of the 2028 Convertible Notes will, and any additional capital raised through the sale of equity or any future convertible securities ChargePoint may issue could, dilute existing stockholders’ ownership.
- ChargePoint has entered into the 2025 Credit Agreement, which imposes certain restrictions on its business and operations that may affect its ability to operate its business and make payments on its indebtedness.
- ChargePoint may need to raise additional funds to support its operations and these funds may not be available when needed or may not be available on terms that are favorable to ChargePoint.
- ChargePoint has incurred substantial indebtedness that may decrease its business flexibility, access to capital, and/or increase its borrowing costs, and ChargePoint may still incur substantially more debt, which may adversely affect its operations and financial results.
- ChargePoint has never paid cash dividends on its capital stock and does not anticipate paying dividends in the foreseeable future.
- The price of ChargePoint’s Common Stock may be subject to wide fluctuations and purchasers of ChargePoint’s Common Stock could incur substantial losses.

Risks Related to ChargePoint's Business

ChargePoint operates in the early-stage market of EV adoption and has a history of losses and negative cash flows from operating activities, and expects to incur significant expenses and continuing losses for the near term.

ChargePoint incurred net losses of $220.2 million for the fiscal year ended January 31, 2026 and had net loss of $78.8 million for the six months ended July 31, 2026. As of July 31, 2026, ChargePoint had an accumulated deficit of $2,190.5 million. ChargePoint incurred negative cash flows from operating activities of $40.8 million for the six months ended July 31, 2026.

ChargePoint believes it will continue to incur significant operating expenses and net losses in future quarters for the near term. There can be no assurance that it will be able to achieve or maintain profitability in the future. ChargePoint's potential profitability is particularly dependent upon the continued adoption of EVs by consumers and fleet operators and the widespread adoption of electric fleets and other electric transportation modalities, each of which are still in the early stages of widespread adoption and may not occur with the volume and timing that ChargePoint expects. For instance, the North American EV market has recently suffered a substantial decline in the sale of new EVs since the termination of the $7,500 U.S. federal tax credit in September 2025, resulting in quarterly declines of new EVs sold as compared to prior periods. Any prolonged decrease in demand for new EVs or networked charging systems ("Networked Charging Systems"), or any delays in discretionary purchases of EV infrastructure, such as charging stations, by commercial, fleet or residential consumers may result in slowing growth or decreased revenue for ChargePoint which may adversely affect its gross margins and could materially adversely affect ChargePoint's business and results of operations.

ChargePoint operates in a dynamic and rapidly evolving industry. If it fails to manage growth effectively, its business, operating results and financial condition could be adversely affected.

ChargePoint operates in the evolving EV mobility industry that is characterized by rapid and unpredictable shifts in technological innovation and leaders, intense competition, changing EV adoption rates and customer preferences, evolving and shifting production and manufacturing plans from EV manufacturers and frequent introductions of new products, technologies, and services. ChargePoint may not be able to adapt to the dynamic nature of the evolving EV mobility industry, sustain the pace of improvements to its products successfully, manage its growth successfully or implement systems, processes, and controls in an efficient or timely manner or in a manner that does not negatively affect the results of its operations. The growth and expansion of its business has placed and continues to place a significant strain on management, operations, financial infrastructure and corporate culture.

To manage expansion in operations and personnel, ChargePoint will need to continue to improve its operational, financial and management controls and reporting systems and procedures. Failure to manage growth effectively could result in difficulty or delays in attracting new customers, declines in quality or customer satisfaction, increases in costs, difficulties in introducing new products and services or enhancing existing products and services, loss of customers, inability to retain or hire new employees effectively, information security vulnerabilities or other operational difficulties, any of which could adversely affect its business performance and operating results.

In the event of further growth, ChargePoint must continue to improve and expand its information technology and financial infrastructure, security and compliance requirements, operating and administrative systems, relationships with various partners and other third parties, and its ability to manage headcount and processes in an efficient manner to manage its growth effectively. ChargePoint's information technology systems and ChargePoint's internal control over financial reporting and procedures may not be adequate to support its operations and may introduce opportunities for data security incidents that may interrupt business operations and permit bad actors to obtain unauthorized access to business information or misappropriate funds. ChargePoint may also face risks to the extent such bad actors infiltrate the information technology infrastructure of its contractors.

ChargePoint has encountered, and will continue to encounter, risks and uncertainties frequently experienced by growing companies in evolving industries. In addition, ChargePoint's future growth rate is subject to a number of uncertainties, such as general economic and market conditions. In particular, ChargePoint has limited experience operating its business at its current scale under economic conditions characterized by high inflation, imposition of domestic and foreign tariffs, or in recessionary or uncertain economic environments. General economic and market conditions, consumer preferences, market demand, governmental and legislative initiatives or lack thereof, may diminish the rate of EV adoption or result in delays by EV manufacturers to transition their manufacturing to mostly or exclusively electric vehicles or cause EV manufacturers to eliminate their plans to transition to predominantly EV manufacturing, and if such factors exist or persist, the demand for ChargePoint's products and services could be adversely affected. If ChargePoint's assumptions regarding these risks and uncertainties are incorrect or change in reaction to changes in the market or the economy, or if ChargePoint does not address these risks successfully, ChargePoint's results of operations could differ materially from its expectations, and ChargePoint's business, results of operations, and financial condition would be adversely affected.

ChargePoint's success depends on ChargePoint's ability to improve its financial and operational performance and execute its business strategy.

If ChargePoint fails to implement its business strategy, its financial condition and results of operations could be adversely affected. ChargePoint's future financial performance and success depend in large part on its management team's ability to successfully implement its business strategy. ChargePoint's management team may not successfully implement its business strategy or be able to continue improving ChargePoint's operating results. In particular, ChargePoint's management team may not be able to successfully execute ongoing, or any future, operational efficiency programs or operating cost savings initiatives, customer satisfaction and product performance initiatives or implement ChargePoint's strategic software platform initiatives. Implementation of ChargePoint's business strategy may be impacted by factors outside of its control, including competition, national and international automotive industry trends, component price fluctuations, industry, legal and regulatory changes or developments and general economic and political conditions. Furthermore, ChargePoint may decide to alter or discontinue certain aspects of its business strategy at any time. Any failure on the part of ChargePoint's management team to successfully implement ChargePoint's business strategy could adversely affect its financial condition and results of operations.

ChargePoint currently faces intense competition and expects to face significant competition in the future as the market for EV charging develops.

The EV charging market is relatively new and competition is still developing. Generally, ChargePoint competes with manufacturers of non-networked hardware charging systems, software providers that offer solutions to access and manage non-networked hardware charging systems, and charge point operators ("CPOs") or auto OEMs that acquire access to sites and leverage first or third-party hardware and software to build out charging infrastructure to sell energy. Large early-stage markets require early engagement across verticals and customers to gain market share, and ongoing effort to scale channels, installers, teams and processes. In Europe particularly, some customers require solutions not yet available and ChargePoint's entrance into Europe requires establishing itself against existing competitors. In addition, there are multiple competitors in North America and Europe with limited funding, which could cause poor user experiences, hampering overall EV adoption or trust in any particular provider.

There are other means for charging EVs, which could affect the level of demand for onsite charging capabilities at businesses. In addition to competition from established EV charging station network providers, third-party contractors can provide basic electric charging capabilities to potential customers seeking to have on-premises EV charging capability or individual customers seeking home charging. Finally, many EV charging manufacturers, including ChargePoint, are offering home charging equipment, which could reduce demand for commercial charging capabilities of potential customers and reduce the demand for commercial charging capabilities if EV owners find charging at home to be sufficient.

Further, ChargePoint's current or potential competitors may be acquired by third-parties with greater available resources, may have ready access to the capital markets for additional funding, or may operate in lower cost manufacturing or development geographies, such as Asia or Latin America. As a result, competitors may be able to respond more quickly and effectively than ChargePoint to new or changing opportunities, technologies, standards or customer requirements and may have the ability to initiate or withstand substantial price competition. ChargePoint's competitors, either as the result of such competitor's market position, available human and capital resources advantages or industrial scale may be able to influence EV adoption or the overall market for EV charging, in both North America and Europe. In addition, competitors may in the future establish cooperative relationships with vendors of complementary products, technologies or services to increase the availability of their solutions in the marketplace. This competition may also materialize in the form of costly intellectual property disputes or litigation involving ChargePoint. If ChargePoint fails to compete with third-parties with greater available resources, is unable to successfully influence state, local and federal governmental policies with respect to the EV charging market like its competitors or successfully partner with cooperative industry efforts in the EV charging market, its growth and revenue will be limited which would adversely affect its business and results of operations.

New competitors or alliances may emerge in the future that have greater market share, more widely adopted proprietary technologies, greater marketing expertise and greater financial resources, which could put ChargePoint at a competitive disadvantage. Future competitors could also be better positioned to serve certain sectors of ChargePoint's current or future target markets, which could create price pressure, in North America and Europe. In light of these factors, even if ChargePoint believes its offerings are more effective and higher quality than those of its competitors, current or potential customers may purchase its competitor's solutions if they are less expensive or more widely available. If ChargePoint fails to adapt to changing market conditions or compete successfully with existing EV charging station providers or new competitors, its growth and revenue will be limited which would adversely affect its business and results of operations.

ChargePoint's business, operating efficiency and competitive position may be adversely affected if it does not successfully identify, develop, integrate and deploy artificial intelligence and other advanced automation technologies in a timely, effective and compliant manner.

The EV charging industry, energy infrastructure markets and enterprise software ecosystems in which ChargePoint operates are experiencing rapid technological change, including increased adoption of artificial intelligence ("AI"), machine learning, advanced analytics and automation across product development, network operations, customer support, billing, fraud detection, cybersecurity, manufacturing, logistics and other business processes. To remain competitive and operate efficiently at scale, ChargePoint may need to incorporate such technologies into its products, services and internal systems. Failure to do so could place ChargePoint at a competitive disadvantage, reduce operating efficiency, increase costs, limit the functionality or performance of its solutions, or impair its ability to meet customer, regulatory or partner expectations.

ChargePoint has implemented, and intends to implement in the future, initiatives to deploy AI technologies, agentic AI solutions and AI-enabled capabilities in its ChargePoint Platform, eMSP driver application, customer support solutions and in internal enterprise systems. However, successfully adopting and implementing AI technologies involves significant operational, technical, financial and organizational challenges, including assessing appropriate use cases; ensuring data quality, availability and governance; integrating AI-enabled capabilities into legacy systems and complex workflows; managing dependencies on third-party technology providers; recruiting and retaining specialized personnel; and establishing appropriate oversight, controls and risk management processes. ChargePoint may incur substantial costs and devote significant management attention to these efforts, and AI-related initiatives may not be completed on schedule, operate as intended or deliver anticipated benefits. In addition, evolving cybersecurity, data privacy, regulatory and stakeholder requirements may constrain or delay deployment or require costly modifications. If ChargePoint is unable to successfully implement AI-enabled capabilities while competitors or partners do so more effectively, it may experience reduced demand for its solutions, pricing pressure, loss of market share, higher operating costs, reduced margins or slower growth, any of which could adversely affect its business, results of operations and financial condition.

If ChargePoint is unable to accurately anticipate market demand for its products, ChargePoint may have difficulty managing its production and inventory and ChargePoint's operating results could be harmed.

ChargePoint derives a substantial portion of its overall revenue from the sale of its Networked Charging Systems. ChargePoint believes the penetration of EVs in the United States and Europe is heavily reliant on EV availability, consumer adoption of EVs, the availability and reliability of EV infrastructure and government mandates and incentive programs tied to EV adoption. Any sustained downturn in demand for EVs or EV infrastructure, such as decreased demand in EV charging stations, would harm ChargePoint's business. For example, increased interest rates, an overall slowdown in economic activity, a recession or the possibility of a recession in the United States or Europe, elimination of government mandates and incentive programs, and increased tariffs, especially those targeted at the automotive industry may decrease the overall demand for EVs or EV infrastructure such as ChargePoint's Networked Charging Systems. For instance, the North American EV market has recently suffered a substantial decline in the sale of new EVs since the termination of the $7,500 U.S. federal tax credit in September 2025, resulting in quarterly declines of new EVs sold as compared to prior periods. Any prolonged decrease in demand for new EVs or Networked Charging Systems, or any delays in discretionary purchases of EV infrastructure, such as charging stations, by commercial, fleet or residential consumers may result in slowing growth or decreased revenue for ChargePoint which may adversely affect its gross margins and could materially adversely affect ChargePoint's business and results of operations.

ChargePoint seeks to maintain sufficient levels of inventory in order to avoid supply interruptions and keep sufficient amounts of finished products on hand while also avoiding accumulating excess inventory which increases working capital needs and lowers gross margin. In recent quarters, ChargePoint has maintained elevated levels of inventory, and ChargePoint is also preparing for the introduction of its next generation AC and DC Networked Charging System models, which increases the complexity of inventory management and heightens the risk that certain existing products or components may become excess, obsolete, or subject to inventory write-downs. To ensure adequate inventory supply and manage ChargePoint's operations with its third-party manufacturers and suppliers, ChargePoint forecasts material requirements and demand for its products in order to predict future inventory needs and then places orders with its suppliers based on these predictions. ChargePoint's ability to accurately forecast demand for its products could be negatively affected by many factors, including rapid or slowing growth, failure to accurately manage ChargePoint's expansion strategy, new product introductions by ChargePoint or its competitors, an increase or decrease in customer demand for ChargePoint products, ChargePoint's failure to accurately forecast customer acceptance of new products, unanticipated changes in general market conditions or regulatory matters, and the weakening of economic conditions or consumer confidence in future economic conditions. The introduction of new AC and DC products may further increase these risks, as demand for legacy products may decline more rapidly than anticipated, channel partners or customers may delay purchases in anticipation of newer offerings, or certain components or finished goods may not be usable across product generations. In addition, the majority of ChargePoint's products are sold through its channel partners, distributors and resellers and, as a result, ChargePoint is highly reliant on the sales forecasting, sell-through activities and inventory management of its channel partners. If ChargePoint's channel partners are not effective or efficient in forecasting sales, or sales of particular products, or managing their inventory levels or sell-through expectations then ChargePoint's management of inventory levels, sales forecasts and parts ordering may be adversely affected which may harm ChargePoint's financial condition and results of operations.

Inventory levels in excess of customer demand may result in a portion of ChargePoint's inventory becoming obsolete, as well as inventory write-downs or write-offs. Conversely, if ChargePoint underestimates customer demand for its products or its own requirements for components, sub-assemblies, and materials, ChargePoint's third-party manufacturers and suppliers may not be able to deliver components, sub-assemblies, and materials to meet ChargePoint's standards, lead times or requirements, which could result in inadequate inventory levels or interruptions, delays, or cancellations of deliveries to ChargePoint's customers, any of which would damage its reputation, customer relationships, and business. In addition, components, sub-assemblies, and materials incorporated into ChargePoint products may require lengthy order lead times. As a result, additional supplies or materials may not be available on terms that are acceptable to ChargePoint or at all, and ChargePoint's third-party manufacturers and suppliers may not be able to allocate sufficient capacity in order to meet ChargePoint's increased requirements, any of which could have an adverse effect on ChargePoint's ability to meet customer demand for its products and results of operations. ChargePoint has in the past experienced fluctuating demand for certain product lines which led to excess inventory that caused ChargePoint to write down, sell at prices lower than expected or discard such inventory and similar outcomes could occur in the future. If ChargePoint is not successful in managing its inventory, ChargePoint's business, financial condition and results of operations could be adversely affected.

ChargePoint relies on a third-party channel partner network of distributors and resellers to generate a substantial amount of its revenue and failure on the part of ChargePoint to continue to develop and expand this network may have an adverse impact on its business and prospects for growth.

ChargePoint's success is dependent in part upon establishing and maintaining relationships with a variety of channel partners that it utilizes to extend its geographic reach and market penetration, particularly in the United States. ChargePoint uses a two-tiered, indirect fulfillment model whereby ChargePoint sells its products and services to its distributors, which in turn sell to resellers, which then sell to end users. ChargePoint refers to these end users as customers. ChargePoint anticipates that it will continue to rely on this two-tiered sales model in order to help facilitate sales of ChargePoint's products and to grow its business internationally. In the fiscal years ended January 31, 2026, 2025, and 2024, ChargePoint derived a majority of its billings from products and subscriptions sold through channel partners.

ChargePoint's agreements with its channel partners are non-exclusive and do not prohibit them from working with ChargePoint's competitors or offering competing solutions, and some of ChargePoint's channel partners may have more established relationships with ChargePoint's competitors. Similarly, ChargePoint's channel partners have no obligations to renew their agreements with ChargePoint on commercially reasonable terms or at all, and certain of the agreements governing these relationships may be terminated by either party at any time, with no or limited notice. Further, in May 2025, ChargePoint announced a strategic partner relationship with Eaton Corporation ("Eaton"), an industry leading power management company, to facilitate sales and distribution of ChargePoint's products and services through Eaton's channel network, as well as collaborate on new product development to optimize value to end users. The utilization of Eaton's channel network may result in higher concentration of a material amount of channel sales through Eaton's network, with ChargePoint continuing to maintain relationships with channel distributors, including in training and sales support. If ChargePoint fails to execute or perform its obligations under the strategic relationship or Eaton fails to meet its sales targets, execute marketing strategies, or successfully execute sales processes, ChargePoint's reputation, customer relationships, revenue and financial performance could be adversely affected.

If ChargePoint's channel partners choose to place greater emphasis on products of their own or those offered by ChargePoint's competitors or as a result of an acquisition, competitive factors, ChargePoint's strategic channel partnership, or for other reasons do not continue to market and sell ChargePoint's solutions in an effective manner or at all, ChargePoint's ability to grow its business and sell its products may be adversely affected. In addition, ChargePoint's failure to recruit additional channel partners, or any reduction or delay in their sales of ChargePoint solutions and subscriptions, including because of economic uncertainty, or due to conflicts between channel sales and ChargePoint's direct sales force may harm ChargePoint's results of operations. Finally, even if ChargePoint is successful in establishing and maintaining relationships with channel partners, these relationships may not result in greater customer usage of ChargePoint’s solutions and professional services or increased revenue.

Failure to effectively expand ChargePoint’s sales and marketing capabilities could harm its ability to increase its customer base and achieve broader market acceptance of its solutions.

ChargePoint’s ability to grow its customer base, achieve broader market acceptance, grow revenue, and achieve and sustain profitability will depend, to a significant extent, on its ability to effectively expand its sales and marketing operations and activities. Sales and marketing expenses represent a significant percentage of ChargePoint’s total revenue, and its operating results will suffer if sales and marketing expenditures do not contribute significantly to increasing revenue. ChargePoint is substantially dependent on its channel partners and direct sales force to obtain new customers. ChargePoint must expend considerable time, effort and cost to train and support its channel partners’ sales forces and there is no guarantee that such efforts will be successful or result in an increase of sales of ChargePoint products or an increase in its revenues. If ChargePoint is unable to successfully train and develop the sales forces of its channel partners, including its strategic channel partnership, or if ChargePoint fails to adequately execute on such arrangements, ChargePoint’s revenues may suffer which would adversely affect its business and results of operations.

Additionally, ChargePoint may not be able to recruit, hire and retain a sufficient number of sales personnel, which may adversely affect its ability to expand its sales capabilities. New hires require significant training and time before they achieve full productivity, particularly in new sales territories. Recent hires and planned hires may not become as productive as quickly as anticipated and ChargePoint may be unable to hire or retain sufficient numbers of qualified individuals. Furthermore, hiring sales personnel in new countries can be costly, complex and time-consuming, and requires additional set up and upfront costs that may be disproportionate to the initial revenue expected from those countries. There is significant competition for direct sales personnel with strong sales skills and technical knowledge. ChargePoint’s ability to achieve significant revenue growth in the future will depend, in large part, on its success in recruiting, training, incentivizing and retaining a sufficient number of qualified direct sales personnel and on such personnel attaining desired productivity levels within a reasonable amount of time. ChargePoint’s business will be harmed if continuing investment in its sales and marketing capabilities does not generate a significant increase in revenue.

Adverse economic conditions or reduced spending by ChargePoint’s customers may adversely impact its business.

ChargePoint’s business depends on the economic health of its current and prospective customers and overall demand for EV charging infrastructure. In addition, the purchase of ChargePoint products and services is often discretionary and typically involves a significant commitment of capital and other resources. The United States, the European Union (“EU”), and the United Kingdom have recently experienced higher levels of inflation. In response, and due to recession fears, the U.S. Federal Reserve, the European Central Bank, and the Bank of England have in the past raised and have indicated they may maintain higher interest rates and implement fiscal policy interventions. While these interventions have resulted in lowering inflation in recent quarters, there is no guarantee that these measures will maintain lower inflation and it may be necessary for central banks to increase interest rates again in the future in the event high levels of inflation resume. These actions may also reduce economic growth rates, create a recession, and have other similar effects.

The U.S. federal government has imposed, and may in the future impose, modify, suspend, or eliminate tariffs and surcharges on imports from various countries under one or more statutory authorities, including but not limited to executive trade powers and applicable provisions of U.S. trade law. There remains substantial uncertainty regarding the duration of existing and newly announced tariffs and surcharges, potential changes or pauses to such tariffs, tariff levels, and whether further additional tariffs or other retaliatory actions may be imposed, modified, or suspended, and the impacts of such actions on ChargePoint’s business. Trade restrictions and increased tariffs between the United States and countries like Canada, Mexico, China and members of the EU may result in adverse economic conditions, increase the costs of goods sold and result in a recession or the threat of a recession. For example, the United States automotive manufacturing industry is particularly sensitive to the impact of tariffs on the increased costs of manufacturing and selling vehicles, which may result in substantial increases to the cost of vehicles to consumers, including EVs. Because ChargePoint is substantially reliant on the increased adoption and sales of new EVs, if there is any downturn in the sales of EVs or consumers reduce their purchases of new EVs, either because the vehicles are more expensive or as the result of a general downturn in the overall economy, ChargePoint’s customers may reduce their need for EV infrastructure development and ChargePoint’s business, financial results and results of operations may be harmed.

A downturn in macroeconomic conditions, including a resumption in the rise of inflation and interest rates; increases or changes in U.S. or global tariff policies and programs and any corresponding supply chain disruptions; global political and economic uncertainty; geopolitical tensions, such as the ongoing Russia-Ukraine conflict, ongoing conflicts in the Middle East involving the United States, Iran, Israel and other Gulf States and conflict or sanctions between the United States and China; a lack of availability of credit; financial services sector instability; a reduction in business confidence and activity; and other factors have in the past, and may in the future, negatively affect the industries to which ChargePoint sells its products and services. ChargePoint's customers may suffer from reduced operating budgets, which could cause them to defer, reduce, or forego purchases of ChargePoint's products or services. Moreover, competitors may respond to market conditions by lowering prices, which may make the prices for ChargePoint's products and services less competitive or cause ChargePoint to reduce its prices, which in turn may reduce ChargePoint's gross margins and adversely affect ChargePoint's growth. Uncertainty about global and regional economic conditions, a downturn in the sale or delivery of EVs, or a reduction in EV infrastructure spending even if economic conditions are stable, could adversely impact ChargePoint's business, financial condition, and results of operations.

Supply chain disruptions, component shortages, increased tariffs, manufacturing interruptions or delays could adversely affect ChargePoint's ability to meet customer demand, lead to higher costs, and adversely affect ChargePoint's business and results of operations.

ChargePoint depends on the timely supply of materials, services and related products to meet the demands of its customers, which depends in part on the timely delivery of materials and services from suppliers and contract manufacturers. Significant or sudden increases in demand for EV charging stations, as well as worldwide demand for the raw materials and services that ChargePoint requires to manufacture and sell EV charging stations, including component parts, may result in a shortage of such materials or may cause shipment delays due to transportation interruptions or capacity constraints. Such shortages or delays could adversely impact ChargePoint's suppliers' ability to meet ChargePoint's demand requirements.

Disruptions in the manufacturing, delivery and overall supply chain of EV manufacturers and suppliers have in the past and may in the future result in additional costs and, to a lesser extent, component shortages, and have led to fluctuations in EV sales in markets around the world. Increased demand for personal electronics and trade restrictions that affect raw materials have contributed in the past and may in the future result in a shortfall of components and supplies, such as semiconductor chips, which has caused supply challenges both within and outside of ChargePoint's industry. Supply chain challenges, component shortages and heightened logistics costs have previously adversely affected ChargePoint's gross margins and may do so again in the future. ChargePoint may need to incur additional costs to expedite delivery of components and replacement parts used in charging stations or in providing installation or maintenance services or to proactively increase inventory. In the event ChargePoint is required to take such actions, ChargePoint may need to raise its prices, impose surcharges or other fees or refuse to negotiate discounts.

ChargePoint may also experience significant interruptions of its manufacturing operations, delays in its ability to deliver products, or increased costs as a result of:

- the failure or inability to accurately forecast demand and obtain sufficient quantities of components, materials or replacement parts on a cost-effective basis;
- volatility in the availability and cost of materials or services, including rising prices due to inflation, imposition of tariffs, sanctions or any trade wars with countries that are critical to ChargePoint's supply chain or contract manufacturing partners such as Mexico, China and Taiwan;
- shipment delays due to transportation interruptions or capacity constraints, such as reduced availability of air, shipping or ground transport or port closures;
- information technology or infrastructure failures, including those of a third party supplier or service provider;
- difficulties or delays in obtaining required import or export approvals;
- natural disasters or other events beyond ChargePoint's control (such as earthquakes, utility interruptions, tsunamis, hurricanes, typhoons, floods, storms or extreme weather conditions, fires, regional economic downturns, regional or global health epidemics); and
- geopolitical turmoil, including the ongoing Ukraine-Russia conflict and ongoing conflicts in the Middle East involving the United States, Iran, Israel and other Gulf States, rising political tensions with China or increased trade restrictions between the United States, Canada, Mexico, Russia, China and other countries, social unrest, political instability, terrorism, or other acts of war which may further adversely impact supply chains, shipping, transportation and logistics disruptions.

In addition to tariffs, the United States has imposed extensive export controls, targeted primarily at the semiconductor industry, in China. China has in the past and may in the future retaliate to such measures. If China imposes retaliatory tariffs, or if there is a conflict between China and Taiwan, which is a leading producer of semiconductors, there could be further disruption to the semiconductor industry and global supply chains. ChargePoint or the suppliers it procures components from may be unable to manufacture products at prices ChargePoint's customers would accept, or at all. Any inability to pass on future increased costs to customers would put downward pressure on ChargePoint's gross margins and adversely affect ChargePoint's business, results of operations and financial condition. In addition, while ChargePoint has not yet experienced a direct impact to its supply chain due to geopolitical conflicts, ChargePoint may experience an impact in the future due to increased fuel and shipping costs, limited supply of, or tariffs imposed on, components or replacement parts used by ChargePoint in its manufacturing process or the automotive industry in general, and delays caused by changes to global shipping routes and logistics. Such adverse impacts on ChargePoint's supply chain could limit its ability to manufacture and sell its products on a timely and cost-effective basis and adversely affect its gross margins, which could materially adversely affect ChargePoint's business and results of operations.

ChargePoint relies on a limited number of suppliers and manufacturers for its charging stations. A loss of any of these partners could negatively affect its business.

ChargePoint relies on a limited number of suppliers to manufacture its Networked Charging Systems, including in some cases only a single supplier for some products and components. This reliance on a limited number of manufacturers increases ChargePoint's risks, since it does not currently have proven reliable alternatives or replacement manufacturers beyond these key parties. In the event of interruption, including or resulting in a sudden failure by a supplier to meet its obligation, ChargePoint may not be able to increase capacity from other sources or develop alternate or secondary sources without incurring material additional costs and substantial delays. Thus, ChargePoint's business could be adversely affected if one or more of its suppliers is impacted by any interruption at a particular location.

If the demand for EV charging increases, ChargePoint's suppliers and contract manufacturers may not be able to dedicate sufficient supply chain, production or sales channel capacity to keep up with the required pace of charging infrastructure expansion. By relying on contract manufacturing, ChargePoint is dependent upon the manufacturer, whose interests may be different from ChargePoint's. For example, ChargePoint's suppliers and contract manufacturers may have other customers with demand for the same components or manufacturing services and may allocate their resources based on the supplier's or manufacturer's interests or needs to maximize their revenue or relationships with other customers rather than ChargePoint's interest. As a result, ChargePoint may not be able to assure itself that it will have sufficient control over the supply of key components, inventory or finished goods in a timely manner or with acceptable cost and expense, which may adversely affect ChargePoint's revenue, cost of goods and gross margins.

If ChargePoint experiences a significant increase in demand for its charging stations in future periods, or if it needs to replace an existing supplier, it may not be possible to supplement or replace them on acceptable terms, which may undermine its ability to deliver products to customers in a timely manner. For example, it may take a significant amount of time to identify a manufacturer that has the capability and resources to build charging stations in sufficient volume. Identifying suitable suppliers and manufacturers could be an extensive process that requires ChargePoint to become satisfied with such party's quality control, technical capabilities, responsiveness and service, financial stability, regulatory compliance, and labor and other ethical practices. Accordingly, a loss of any significant suppliers or manufacturers could have an adverse effect on ChargePoint's business, financial condition and operating results. In addition, ChargePoint's suppliers or contract manufacturers may face supply chain risks and regulatory constraints of their own, which may impact the availability and pricing of its products to ChargePoint, for instance, in the event such supplier or contract manufacturer becomes subject to tariffs imposed by the United States federal government.

In addition, ChargePoint is subject to requirements under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") to diligence, disclose and report whether or not its products contain minerals originating from the Democratic Republic of the Congo and adjoining countries, or conflict minerals. ChargePoint will incur additional costs to comply with these disclosure requirements, including costs related to determining the source of any of the relevant minerals and metals used in ChargePoint's products. These requirements could adversely affect the sourcing, availability and pricing of minerals used in the components used in ChargePoint's products. It is also possible that ChargePoint's reputation may be adversely affected if it determines that certain of its products contain minerals not determined to be conflict-free or if it is unable to alter its products, processes or sources of supply to avoid use of such materials. ChargePoint may also encounter end-customers who require that all of the components of the products be certified as conflict-free. If ChargePoint is not able to meet this requirement, such end-customers may choose to purchase products from a different company.

ChargePoint's business is subject to risks associated with construction, cost overruns and delays, and other contingencies that may arise in the course of completing installations, and such risks may increase in the future as ChargePoint expands the scope of such services with other parties.

ChargePoint does not typically install charging stations at customer sites. These installations are typically performed by ChargePoint partners or electrical contractors with an existing relationship with the customer and/or knowledge of the site. The installation of charging stations at a particular site is generally subject to oversight and regulation in accordance with state and local laws and ordinances relating to building codes, safety, environmental protection and related matters, and typically requires various local and other governmental approvals and permits that may vary by jurisdiction. In addition, building codes, accessibility requirements or regulations may hinder EV charger installation because they end up costing the developer or installer more in order to meet the code requirements. Meaningful construction or permitting delays or cost overruns may impact ChargePoint's recognition of revenue in certain cases and/or impact customer relationships, either of which could adversely impact ChargePoint's business and profitability. In addition, the proper preparation, configuration and installation of charging stations requires specialized electrical certifications and skills. If ChargePoint is unable to identify sufficient partners and contractors to satisfy its customers' installation needs, specifically electricians and construction partners with sufficient skill and expertise installing charging stations, it may delay deployment projects or cause its customers to delay making an investment or commitment to purchase charging stations, which may adversely affect ChargePoint's business.

Furthermore, ChargePoint may elect to install charging stations at customer sites or manage contractors, likely as part of offering customers a turnkey solution. Working with contractors may require ChargePoint to obtain licenses or require it or its customers to comply with additional rules, working conditions and other union requirements, which can add costs and complexity to an installation project. In addition, if these contractors are unable to provide timely, thorough and quality installation-related services, customers could fall behind their construction schedules leading to liability of ChargePoint, or cause customers to become dissatisfied with the solutions ChargePoint offers and ChargePoint's overall reputation would be harmed.

If ChargePoint is unable to attract and retain key employees and hire qualified management, technical, engineering and sales personnel, its ability to compete and successfully grow its business would be harmed.

ChargePoint's success depends, in part, on its continuing ability to identify, hire, attract, train and develop and retain highly qualified personnel. The inability to do so effectively would adversely affect its business. ChargePoint's future performance depends on the continuing services and contributions of its senior management to execute on its business plan and to identify and pursue new opportunities and product innovations. The loss of services of senior management, or the ineffective management of any leadership transitions, especially within ChargePoint's sales organization, could significantly delay or prevent the achievement of its development and strategic objectives, which could adversely affect its business, financial condition and operating results.

In recent quarters, ChargePoint has announced a series of reorganization plans that were independently adopted (the "Reorganizations"), including the March 2026 Reorganization and July 2026 Reorganization described in Note 5, *Restructuring* in Part I, Item 1, "Financial Statements" of this Quarterly Report on Form 10-Q. The March 2026 Reorganization and July 2026 Reorganization were intended to improve operational efficiencies and operating costs and better align ChargePoint's workforce with current business needs, top strategic priorities, and key growth opportunities. ChargePoint may not realize, in full or in part, the anticipated benefits and savings from the Reorganizations due to unforeseen difficulties, delays or unexpected costs. If ChargePoint is unable to realize the expected operational efficiencies and cost savings from the Reorganizations, its operating results and financial condition would be adversely affected. In addition, ChargePoint may need to undertake additional workforce reductions or restructuring activities in the future.

Competition for employees can be intense, particularly in Silicon Valley where ChargePoint is headquartered, and the ability to attract, hire and retain employees depends on ChargePoint's ability to provide competitive compensation. In addition, future challenges related to ChargePoint's hybrid work model, Reorganization efforts or workplace practices could lead to attrition and difficulty attracting high-quality employees. ChargePoint may not be able to attract, assimilate, develop or retain qualified personnel in the future, and failure to do so could adversely affect its business, including the execution of its global business strategy.

ChargePoint has expanded operations internationally, particularly in Europe, which will expose it to additional tax, compliance, market and other risks.

ChargePoint's primary operations are in the United States, Europe and India and it maintains contractual relationships with parts and manufacturing suppliers in the Asia-Pacific region, Europe, Mexico and other locations. Managing

ChargePoint’s international operations requires additional resources and controls, and could subject ChargePoint to risks associated with international operations, including:

- conformity with applicable business customs, including translation into foreign languages and associated expenses;
- lack of availability of government incentives and subsidies;
- challenges in arranging, and availability of, financing for customers;
- potential changes to its established business model;
- challenges posed by an environment of diverse cultures, laws, and customers, and the increased travel, infrastructure, and legal and compliance costs associated with international operations;
- installation challenges;
- differing driving habits and transportation modalities in other markets;
- different levels of demand among commercial, fleet and residential customers;
- compliance with multiple, potentially conflicting and changing governmental laws, regulations, certifications, and permitting processes including environmental, banking, employment, tax, information security, privacy, and data protection laws and regulations such as the EU General Data Protection Regulation (“EU GDPR”), national legislation implementing the same, the United Kingdom Data Protection Act 2018 (“UK GDPR”), and certain other changing requirements for legally transferring data out of the European Economic Area;
- compliance with U.S. and foreign anti-bribery laws including the Foreign Corrupt Practices Act (“FCPA”) and the U.K. Anti-Bribery Act of 2020 (the “Anti-Bribery Act”);
- compliance with environmental, social, governance and sustainability directives adopted and promulgated by the EU such as the Corporate Sustainability Reporting Directive and Corporate Sustainability Due Diligence Directive when, and if, they become applicable to ChargePoint or its European subsidiaries;
- conforming products to various international regulatory and safety requirements as well as charging and other electric infrastructures;
- difficulty in establishing, staffing and managing foreign operations, including the formation or organization of any works council;
- difficulties in collecting payments in foreign currencies and associated foreign currency exposure;
- restrictions on repatriation of earnings;
- compliance with potentially conflicting and changing laws of taxing jurisdictions and compliance with applicable U.S. tax laws as they relate to international operations, the complexity and adverse consequences of such tax laws, and potentially adverse tax consequences due to changes in such tax laws; and
- regional economic and political conditions, including the outbreak of war or other hostilities.

As a result of these risks, ChargePoint’s current expansion efforts and any potential future international expansion efforts may not be successful.

ChargePoint’s future revenue growth will depend in significant part on its ability to increase sales of its products and services to fleet operators, including autonomous fleets.

The electrification of traditional fleets is an emerging market, and fleet operators may not adopt EVs on a widespread basis and on the timelines ChargePoint anticipates. In addition to the factors affecting the growth of the EV market generally, transitioning to an EV fleet can be costly and capital intensive, which could result in slower than anticipated adoption. The sales cycle could also be longer for sales to fleet operators, as they are often larger organizations, with more formal procurement processes than smaller commercial site hosts. Fleet operators may also require significant additional services and support, and if ChargePoint is unable to provide such services and support, it may adversely affect its ability to attract additional fleet operators as customers. Any failure to attract and retain fleet operators as customers in the future would adversely affect ChargePoint’s business and results of operations.

In addition, the emerging development and deployment of autonomous vehicle fleets may present distinct challenges to ChargePoint. Autonomous fleet operators have charging requirements that differ materially from those of traditional fleet operators, including the need for high-throughput, and depot-based charging infrastructure capable of supporting continuous vehicle utilization with minimal downtime. Autonomous vehicles may also require automated or robotic charging connector solutions that ChargePoint does not currently offer, and the development of such capabilities may require significant additional research and development expenditures, with no assurance that ChargePoint will be able to develop or commercialize such solutions on a timely basis or at all. Furthermore, autonomous fleet operators may require deeper and more complex integrations between ChargePoint's software platform and their proprietary fleet management, route optimization and charge scheduling systems, which may increase ChargePoint’s development costs and lengthen sales cycles. The operators of autonomous vehicle fleets may also have significantly different procurement expectations and technical requirements than traditional fleet managers, and certain well-capitalized autonomous vehicle operators may elect to develop proprietary charging infrastructure and solutions in-house rather than procure them from third-party providers such as ChargePoint. If ChargePoint is unable to adapt its products, services and platform capabilities to address the requirements of autonomous fleet operators, or if such operators develop competing solutions internally, ChargePoint may be unable to capture a meaningful share of the autonomous fleet charging market, which could adversely affect ChargePoint's business, results of operations and financial condition.

Acquisitions or strategic investments could be difficult to identify and integrate, divert the attention of key management personnel, disrupt ChargePoint’s business, dilute stockholder value and adversely affect its results of operations and financial condition.

As part of ChargePoint’s business strategy, ChargePoint has made and may in the future make acquisitions of, or investments in, businesses, services or technologies that are complementary to its existing business. The process of identifying and consummating acquisitions and investments and the subsequent integration of new assets and businesses into ChargePoint’s own business requires attention from management and could result in a diversion of resources from its existing business, which in turn could have an adverse effect on its operations. Acquired assets or businesses may not generate the expected financial results. Acquisitions or investments could also result in the use of cash, potentially dilutive issuances of equity securities, the occurrence of goodwill impairment charges, amortization expenses for other intangible assets and exposure to potential unknown liabilities of the acquired business or investment. ChargePoint may also incur costs and management time on transactions that are ultimately not completed. In addition, ChargePoint’s due diligence may fail to identify all of the problems, liabilities or other shortcomings or challenges of an acquired business, product, technology or investment, including issues related to intellectual property, product quality or product architecture, regulatory compliance practices, revenue recognition or other accounting practices or issues with employees or customers.

ChargePoint’s acquisitions or investments may not ultimately strengthen its competitive position or achieve its goals and business strategy; ChargePoint may be subject to claims or liabilities assumed from an acquired company, product or technology; acquisitions or investments ChargePoint completes could be viewed negatively by its customers, investors and securities analysts; and ChargePoint may incur costs and expenses necessary to address an acquired company’s failure to comply with laws and governmental rules and regulations. Additionally, ChargePoint may be subject to litigation or other claims in connection with the acquired company, including claims from terminated employees, former stockholders or other third parties, which may differ from or be more significant than the risks ChargePoint’s business faces for similar litigation or other claims. An acquired company may also need to implement or improve its controls, procedures and policies, and ChargePoint may face risks if any of those controls, procedures or policies are insufficiently effective. ChargePoint may also face retention or cultural challenges associated with integrating employees from the acquired company into its organization. If ChargePoint is unsuccessful at integrating acquisitions or investments in a timely manner, the revenue and operating results of the combined company could be adversely affected. Any integration process may require significant time and resources, which may disrupt ChargePoint’s ongoing business and divert management’s attention, and ChargePoint may not be able to manage the integration process successfully or in a timely manner. ChargePoint may not successfully evaluate or utilize the acquired technology or personnel, realize anticipated synergies from the acquisition or investment, or accurately forecast the financial impact of an acquisition or investment transaction or the related integration of such acquisition or investment, including accounting charges and any potential impairment of goodwill and intangible assets recognized in connection with such transaction. ChargePoint may have to pay cash, incur debt, or issue equity or equity-linked securities to pay for any acquisitions or investments, each of which could adversely affect its financial condition or the market price of its Common Stock. Furthermore, the sale of equity or issuance of equity-linked debt to finance any such transaction could result in dilution to ChargePoint’s stockholders. The occurrence of any of these risks could harm ChargePoint’s business, operating results and financial condition.

ChargePoint's business is subject to risks associated with natural disasters, global epidemics, health pandemics and the adverse effects associated with climate change, including earthquakes, wildfires, or other types of natural disasters or resource shortages, including public safety power shut-offs that have occurred and may continue to occur in California, the effects of which could disrupt and harm its operations and those of ChargePoint's customers.

ChargePoint faces risks related to global epidemics and health pandemics, like what was experienced worldwide during the COVID-19 pandemic, which may create significant volatility in the global economy and may have a long-lasting adverse impact on ChargePoint and its industry. For instance, such epidemics have in the past caused and may in the future cause local, regional or national governments to implement measures to contain pandemic risks, such as travel restrictions, quarantines, shelter in place orders or business shutdowns. Any of these measures, as was experienced during the COVID-19 pandemic, may adversely affect ChargePoint's employees and operations and the operations of its customers, suppliers, vendors and business partners, and may negatively impact demand for EV charging stations, particularly at workplaces, or the supply of components necessary for the manufacture of charging stations.

ChargePoint's headquarters are located in the San Francisco Bay Area in an area projected to be vulnerable to future water scarcity and sea level rise due to climate change as well as in an active earthquake zone. The occurrence of a natural disaster such as an earthquake, drought, flood, fire (such as the increasingly frequent wildfires in California), localized extended outages of critical utilities (such as California's public safety power shut-offs) or transportation systems, or any critical resource shortages could cause a significant interruption in its business, damage or destroy ChargePoint's facilities or inventories, and cause it to incur significant costs, any of which could harm its business, financial condition and results of operations. The insurance ChargePoint maintains against fires, earthquakes and other natural disasters may not be adequate to cover losses in any particular case.

ChargePoint's customers may be adversely impacted by the occurrences of natural disasters such as earthquakes, hurricanes, floods, or wildfires which destroy commercial complexes, residences and businesses that are the sites where EV charging infrastructure is typically built and installed. If businesses structures and densely populated residential areas are damaged significantly by natural disasters such areas may be less inclined to invest in new EV Networked Charging Systems rather than repair or rebuild local infrastructure. In addition, rolling public safety power shut-offs in California or other states can affect user acceptance of EVs, as charging may be unavailable at the desired times, or at all during these events. These shut-offs could also affect the ability of fleet operators to charge their EVs, which, for example, could adversely affect transportation schedules or any service level agreements to which either ChargePoint or the fleet operator may be a party. If these events persist, the demand for EVs or EV infrastructure could decline, which would result in reduced demand for charging solutions.

Seasonality may cause fluctuations in ChargePoint's revenue.

ChargePoint believes there are seasonal factors that may cause ChargePoint to record higher revenue in some quarters compared with others. A significant share of ChargePoint's annual revenues are typically generated in the fourth fiscal quarter, which coincides with customers with a December 31 year-end choosing to spend remaining unused portions of their budgets. ChargePoint's revenues have historically been lower in its first fiscal quarter than its preceding fourth quarter, which ChargePoint believes is due to, in part, unfavorable weather conditions which result in a decrease in construction activity during the winter months, periods of wet weather and times when other weather and climate conditions would impair construction activity. While ChargePoint believes it has visibility into the seasonality of its business, various factors, including difficult weather conditions (such as flooding, hurricanes, prolonged rain or periods of unseasonably cold temperatures or snowstorms) in any quarter, may materially and adversely affect its business, financial condition and results of operations.

ChargePoint is susceptible to risks associated with an increased focus by stakeholders and regulators on climate change, which may adversely affect its business and results of operations.

Climate-related events, including the increasing frequency of extreme weather events and their impact on critical infrastructure in the United States and elsewhere, have the potential to disrupt ChargePoint's business and those of its third-party suppliers, and customers, and may cause ChargePoint to experience higher attrition, losses and additional costs to maintain or resume operations. In addition, ChargePoint's customers may begin to establish sourcing requirements related to sustainability. As a result, ChargePoint may receive requests for sustainability related information about its products, business operations, use of sustainable materials and packaging. ChargePoint's inability to comply with these and other sustainability requirements in the future could adversely affect sales of and demand for its products.

Further, in the past there has been an increased focus, including by governmental and nongovernmental organizations, investors, customers, and other stakeholders, on climate change matters, including increased pressure to expand disclosures related to the physical and transition risks related to climate change or to establish sustainability goals, such as the reduction of greenhouse gas emissions, which could expose ChargePoint to market, operational and execution costs or risks. ChargePoint's failure to establish such sustainability targets or targets that are perceived to be appropriate, as well as to achieve progress on those targets on a timely basis, or at all, could adversely affect the reputation of its brand and sales of and demand for its products.

Risks Related to the EV Market

ChargePoint's future growth and success is highly dependent upon the continuing adoption of EVs for passenger and fleet applications.

ChargePoint's future growth is highly dependent upon the adoption of EVs by businesses and consumers. The market for EVs is still rapidly evolving, characterized by rapidly changing technologies, competitive pricing and factors, evolving government regulation and industry standards, changing consumer demands and behaviors, changing levels of concern related to environmental issues and governmental initiatives related to energy independence, climate change and the environment generally. Although demand for EVs has grown in recent years, the rate of EV sales is highly volatile and there is no guarantee of continuing future demand. If the market for EVs develops more slowly than expected, or if demand for EVs decreases, ChargePoint's business, prospects, financial condition and operating results would be harmed. The market for EVs could be affected by numerous factors, such as:

- perceptions about EV features, quality, safety, performance and cost;
- EV auto manufacturers delay or eliminate plans to migrate their manufacturing production to be solely or primarily EVs;
- perceptions about the limited range over which EVs may be driven on a single battery charge;
- competition, including from other types of alternative fuel vehicles, plug-in hybrid electric vehicles and high fuel-economy internal combustion engine vehicles;
- volatility in the cost of oil and gasoline, including as a result of trade restrictions and ongoing conflicts in the Middle East involving the United States, Iran, Israel and other Gulf States;
- concerns regarding the scalability, availability, reliability and stability of the electrical grid;
- the change in an EV battery's ability to hold a charge over time;
- the availability and reliability of a national electric vehicle charging network or infrastructure;
- availability of maintenance and repair services for EVs;
- consumers' perception about the convenience and cost of charging EVs, including variability and increases to the cost of electricity used to charge EVs;
- increases in fuel efficiency of non-electric vehicles;
- government regulations and economic incentives, including adverse changes in, or expiration of, favorable tax incentives related to EVs, EV charging stations or decarbonization generally;
- reduction or elimination of governmental targets, mandates or goals with respect to reducing carbon emissions or increasing mobile electrification;
- relaxation or elimination of government mandates or quotas regarding the sale of EVs or Zero-Emission Vehicle ("ZEV") mandates; and
- concerns about the future viability of EV manufacturers.

In addition, sales of vehicles in the automotive industry can be cyclical, which may affect growth in acceptance of EVs. It is uncertain how macroeconomic factors will impact demand for EVs, particularly since EVs can be more expensive than traditional gasoline-powered vehicles. Furthermore, because fleet operators often make large purchases of EVs, this cyclicality and volatility in the automotive industry may be more pronounced with commercial purchasers, and any significant decline in demand from these customers could reduce demand for EV charging and ChargePoint's products and services in particular.

Demand for EVs may also be affected by factors directly impacting automobile prices or the cost of purchasing and operating automobiles, such as sales and financing incentives, prices of raw materials and parts and components, the cost of electricity for charging as compared to fossil fuels and governmental regulations, including tariffs, import regulation and other taxes. Volatility in demand or delays in EV production due to global supply chain constraints or due to changes in vehicle manufacturers' EV product goals may lead to lower vehicle unit sales, which may result in reduced demand for EV charging solutions and therefore adversely affect ChargePoint's business, financial condition and operating results.

The EV market currently benefits from the availability of rebates, tax credits and other financial incentives from governments, utilities and others to offset the purchase or operating costs of EVs and EV charging stations. The reduction, modification, or elimination of such benefits could cause reduced demand for EVs and EV charging stations, which would adversely affect ChargePoint's financial results.

The U.S. federal government, foreign governments and some state and local governments provide incentives to end users and purchasers of EVs or EV charging stations in the form of rebates, tax credits and regulations like clean fuel programs, which can provide other financial incentives. The U.S. federal government, and some foreign and state governments, have proposed changing or ending these incentives. These proposals create uncertainty and if adopted and implemented may have a material adverse impact on the EV market, which benefits from these financial incentives to significantly lower the effective price of EVs and EV charging stations to customers.

For example, the Infrastructure Investment and Jobs Act signed into law on November 15, 2021, provided additional funding for EVs and EV charging infrastructure through the creation of new programs and grants and the expansion of existing programs, including the $7.5 billion National Electric Vehicle Infrastructure ("NEVI") Program for EV charging along highway corridors. On August 11, 2025, the Federal Highway Administration ("FHWA") issued new guidance, updating prior guidance which previously froze federal funds tied to NEVI and directed states to file updated implementation plans within 30 days. FHWA has since approved the state plans and states are moving forward with their NEVI programs, but there is no guarantee or assurance that FHWA guidance and implementation will not change again in the future and FHWA's implementation of the NEVI program may be subject to future interruptions, delays or cancellation.

Separately, the One Big Beautiful Bill Act ("OBBBA"), which was signed into law in July 2025, set new end dates for the EV charging infrastructure tax credits previously made available under Section 30C and Section 30D of the Internal Revenue Code of 1986, as amended (the "Code"). In particular, the OBBBA terminated the $7,500 new clean vehicle tax credit for all new EVs sold after September 30, 2025. This reduction and any other reduction in rebates, tax credits or other financial incentives for EVs or EV charging stations could materially reduce the demand for EVs and ChargePoint's solutions and, as a result, may adversely impact ChargePoint's business and expansion potential.

ChargePoint also derives other revenue, as set forth on its condensed consolidated statements of operations, from regulatory credits, such as from the Canadian Clean Fuel Regulation ("CCFR"). If government support of these credits declines, or if the requirements of such programs are modified or tightened, ChargePoint's ability to generate this other revenue in the future would be adversely affected. Certain regulatory credit programs, such as the CCFR, also impose ongoing compliance obligations, including requirements to reinvest credit proceeds into the expansion of charging infrastructure, which constrain ChargePoint'' use of those funds for other business purposes and increase administrative costs associated with tracking and demonstrating compliance. Failure to satisfy such reinvestment or other program requirements could result in penalties, credit clawbacks or disqualification from future credit generation, any of which could reduce ChargePoint's other revenue and adversely affect its business and results of operations. Further, the availability and value of such credits may decline regardless of the levels of general governmental support of the transition to EV infrastructure.

Changes to fuel economy standards or the success of alternative fuels may negatively impact the EV market and thus the demand for ChargePoint's products and services.

Changes in federal or state fuel-economy standards and emissions regulations present material risks to the EV market and, consequently, to the demand for our products and services. For instance, the OBBBA eliminated the civil penalty for violation of the Corporate Average Fuel Economy (CAFE) standards which reduces incentives for automakers to improve fleet fuel efficiency. Separately, the U.S. federal government has taken efforts to rescind California's Clean Air Act waiver which may weaken state frameworks driving adoption of ZEV standards across multiple states. Reductions in fuel-efficiency requirements, improvements in the fuel economy of internal-combustion vehicles, or increased adoption of alternative fuels such as ethanol, biodiesel, fuel cells or compressed natural gas could diminish EV demand. In addition, the EV fueling model is different than gas or other fuel models, requiring behavior change and education of influencers, consumers and others such as regulatory bodies. Developments in alternative technologies, such as advanced diesel, ethanol, fuel cells or compressed natural gas, or improvements in the fuel economy of the internal combustion engine, may materially and adversely affect demand for EVs and EV charging stations. For example, fuel which is abundant and relatively inexpensive in the United States, such as compressed natural gas, may emerge as a preferred alternative to petroleum-based propulsion. Regulatory bodies may also adopt rules that substantially favor certain alternatives to petroleum-based propulsion over others, which may not necessarily be EVs. Any of these changes may impose additional obstacles to the purchase of EVs or the development of a more ubiquitous

EV market. If any of the above influence consumers or businesses to no longer purchase EVs or purchase them at a lower rate, it would materially and adversely affect ChargePoint's business, operating results, financial condition and prospects.

The EV charging market is characterized by rapid technological changes often due to technical improvements, regulatory requirements and customer requirements, which requires ChargePoint to continue to develop new products and product innovations. Any delays in such development could adversely affect market adoption of its products and ChargePoint's financial results.

Continuing technological changes in battery and other EV technologies could adversely affect adoption of current EV charging technology and/or ChargePoint's products. ChargePoint's future success will depend upon its ability to develop and introduce a variety of new capabilities and innovations to its existing product offerings, as well as introduce a variety of new product offerings, to address the changing needs of the EV charging market. As new products are introduced, gross margins tend to decline in the near term and improve as the product becomes more mature with a more efficient manufacturing process.

As EV technologies change, new industry standards evolve or develop or governmental regulations impose new requirements on EV charging technology, ChargePoint may need to upgrade or adapt its charging station technology and introduce new products and services in order to serve vehicles that have the latest technology, such as battery cell technology or charging connector ports, or comply with new governmental regulations, which could involve substantial costs. Even if ChargePoint is able to keep pace with changes in technology and develop new products and services, its research and development expenses could increase, its gross margins could be adversely affected in some periods and its prior products could become obsolete or non-compliant with governmental regulations or industry standards more quickly than expected. ChargePoint may also incur additional costs and expenses related to new product transitions such as adverse impacts due to supply chain failures to procure sufficient new product components, purchase price variances, or inventory obsolescence costs related to new product transitions, including as the result of any failure on the part of ChargePoint to meet its own estimates and projections. ChargePoint cannot guarantee that any new products will be released in a timely manner, or at all, or achieve market acceptance. Delays in delivering new products that meet customer requirements could damage ChargePoint's relationships with customers and lead them to seek alternative providers. Delays in introducing products and innovations or the failure to offer innovative products or services at competitive prices may cause existing and potential customers to purchase ChargePoint's competitors' products or services. Finally, new or changing state or federal regulations or industry standards may result in delays related to the development of new products or modifications to existing products in order to come into compliance and any such delays may result in customers selecting alternative providers or result in delays related to ChargePoint's ability to install, sell or distribute its charging station technology.

If ChargePoint is unable to devote adequate resources to develop products or cannot otherwise successfully develop products or services that meet customer and regulatory requirements on a timely basis or that remain competitive with technological alternatives, its products and services could lose market share, its revenue may decline, it may experience higher operating losses and its business and prospects may be adversely affected.

Certain statements ChargePoint makes about estimates of market opportunity and forecasts of market growth may prove to be inaccurate.

From time to time, ChargePoint makes statements with estimates of the addressable market for ChargePoint's solutions and the EV market in general. Market opportunity estimates and growth forecasts, whether obtained from third-party sources or developed internally, are subject to significant uncertainty and are based on assumptions and estimates that may prove to be inaccurate. The estimates and forecasts relating to the size and expected growth of the target EV market, market demand and adoption rates, capacity to address this demand and pricing may also prove to be inaccurate. In particular, estimates regarding the current and projected EV market opportunity are difficult to predict. The estimated addressable EV market may not materialize for many years, if ever, and even if the markets meet the size estimates and growth forecasts, ChargePoint's business could fail to grow at similar rates.

Risks Related to ChargePoint's Technology, Intellectual Property and Infrastructure

ChargePoint's business may be adversely affected if it is unable to protect its technology and intellectual property from unauthorized use by third parties.

ChargePoint's success depends, at least in part, on ChargePoint's ability to obtain, maintain, enforce and protect its core technology and intellectual property. To accomplish this, ChargePoint relies on, and plans to continue relying on, a combination of patents, trade secrets (including know-how), employee and third-party nondisclosure agreements, copyright, trademarks, intellectual property licenses and other contractual rights to retain ownership of, and protect, its technology. Despite ChargePoint's efforts to obtain, maintain, enforce and protect intellectual property rights, there can be no assurance that these steps will be available in all cases or will be adequate to prevent ChargePoint's competitors or other third-parties from copying, reverse engineering, or otherwise obtaining and using its technology or products or seeking court declarations that they do not infringe, misappropriate or otherwise violate its intellectual property. Failure to adequately protect its technology and intellectual property could result in competitors offering similar products, potentially resulting in the loss of some of ChargePoint's competitive advantage and a decrease in revenue which would adversely affect its business, prospects, financial condition and operating results.

The measures ChargePoint takes to protect its technology and intellectual property from unauthorized use by others may not be effective for various reasons, including the following:

- any patent applications ChargePoint submits may not result in the issuance of patents;
- the scope of issued patents may not be broad enough to protect its inventions and proprietary rights;
- any issued patents may be challenged by competitors and/or invalidated by courts or governmental authorities;
- ChargePoint may not be the first inventor of the subject matter to which it has filed a particular patent application, and it may not be the first party to file such a patent application;
- patents have a finite term, and competitors and other third-parties may offer identical or similar products after the expiration of ChargePoint's patents that cover such products;
- the costs associated with enforcing patents, confidentiality and invention agreements or other intellectual property rights may make aggressive enforcement impracticable;
- current and future competitors may circumvent patents or independently develop similar trade secrets or works of authorship, such as software;
- know-how and other proprietary information ChargePoint purports to hold as a trade secret may not qualify as a trade secret under applicable laws;
- ChargePoint's employees, contractors or business partners may breach their confidentiality, non-disclosure, and non-use obligations; and
- proprietary designs and technology embodied in ChargePoint's products may be discoverable by third-parties through means that do not constitute violations of applicable laws.

Patent, trademark, and trade secret laws vary significantly throughout the world. Some foreign countries do not protect intellectual property rights to the same extent as do the laws of the United States. Further, policing the unauthorized use of ChargePoint's intellectual property in foreign jurisdictions may be difficult or impossible. Therefore, ChargePoint's intellectual property rights may not be as strong or as easily enforced outside of the United States.

Certain patents in the EV space may come to be considered "standards essential." If this is the case with respect to any of ChargePoint's patents or patents held by third-parties, ChargePoint may be required to license certain technology on "fair, reasonable and non-discriminatory" terms, decreasing revenue, or obtaining such a license, increasing expenses and decreasing gross margins. Further, competitors, vendors, or customers may, in certain instances, be free to create variations or derivative works of ChargePoint technology and intellectual property, and those derivative works may become directly competitive with ChargePoint's offerings. Finally, ChargePoint may not be able to leverage, or obtain ownership of, all technology and intellectual property developed by ChargePoint's vendors in connection with design and manufacture of ChargePoint's products, thereby jeopardizing ChargePoint's ability to obtain a competitive advantage over its competitors.

It is ChargePoint's policy to enter into confidentiality and invention assignment agreements with its employees and contractors that have developed material intellectual property for ChargePoint, but these agreements may not be self-executing and may not otherwise adequately protect ChargePoint's intellectual property, particularly with respect to conflicts of ownership relating to work product generated by employees and contractors. Furthermore, ChargePoint cannot be certain that these agreements will not be breached, and that third-parties will not gain access to its trade secrets, know-how and other proprietary technology. Third-parties may also independently develop the same or substantially similar proprietary technology. Monitoring unauthorized use of ChargePoint's intellectual property is difficult and costly, as are the steps ChargePoint has taken or will take to prevent misappropriation.

To prevent unauthorized use of ChargePoint's intellectual property, it may be necessary to prosecute actions for infringement, misappropriation or other violation of ChargePoint's intellectual property against third-parties. Any such action could result in significant costs and diversion of ChargePoint's resources and management's attention, and there can be no assurance that ChargePoint will be successful in any such action. Furthermore, ChargePoint's current and potential competitors may have the ability to dedicate substantially greater resources to enforce their intellectual property rights than ChargePoint does. Accordingly, ChargePoint may not be able to prevent third-parties from infringing, misappropriating or otherwise violating its intellectual property. Any of the foregoing may adversely affect ChargePoint's revenues or results of operations.

ChargePoint may need to defend against intellectual property infringement or misappropriation claims, which may be time-consuming and expensive.

From time to time, the holders of intellectual property rights may assert their rights and urge ChargePoint to enter into licenses, and/or may bring suits alleging infringement, misappropriation or other violation of such rights. There can be no assurance that ChargePoint will be able to mitigate the risk of potential suits or other legal demands by competitors or other third-parties. Accordingly, ChargePoint may consider entering into licensing agreements with respect to such rights, although no assurance can be given that such licenses can be obtained on acceptable terms or that litigation will not occur, and such licenses and associated litigation could significantly increase ChargePoint's operating expenses. In addition, if ChargePoint is determined to have or believes there is a high likelihood that it has infringed upon, misappropriated or otherwise violated a third-party's intellectual property rights, it may be required to cease making, selling or incorporating certain key components or intellectual property into the products and services it offers, to pay substantial damages and/or royalties, to redesign its products and services, and/or to establish and maintain alternative branding. In addition, to the extent that ChargePoint's customers and business partners become the subject of any allegation or claim regarding the infringement, misappropriation or other violation of intellectual property rights related to ChargePoint's products and services, ChargePoint may be required to indemnify such customers and business partners. If ChargePoint were required to take one or more such actions, its business, prospects, operating results and financial condition could be materially and adversely affected. In addition, any litigation or claims, whether or not valid, could result in substantial costs, negative publicity and diversion of resources and management attention.

ChargePoint expects to incur research and development costs and devote significant resources to developing new products, which could significantly reduce its profitability and may never result in revenue to ChargePoint.

ChargePoint's future growth depends on penetrating new markets, adapting existing products to new applications and customer requirements, and introducing new products that achieve market acceptance. ChargePoint plans to incur significant research and development costs in the future as part of its efforts to design, develop, manufacture and introduce new products and enhance existing products. ChargePoint's research and development expenses were $68.0 million during the six months ended July 31, 2026, and $139.3 million, $141.3 million million, and $220.8 million during the fiscal years ended January 31, 2026, 2025 and 2024, respectively, and may grow in the future. Further, ChargePoint's research and development program may not produce successful results, and its new products may not achieve market acceptance, create additional revenue or become profitable.

ChargePoint intends to use third-party contract manufacturers and design partners for targeted new research and development initiatives with the goals of controlling development costs and decreasing operating expenses. ChargePoint believes such partnerships will allow it to better manage research and development expenses, improve the speed and quality of new product development and increase its efficiencies by leveraging the design talent and supply chains of these partners. Implementing third-party design partners for new research and development initiatives will require sophisticated oversight, quality programs and cost-control initiatives. If ChargePoint is not successful in its use of third-party contract manufacturers and design partners for new product development, its financial conditions, gross margins and results of operations could be materially and adversely affected.

The current lack of national and international standards for electric vehicle charging infrastructure may lead to uncertainty, additional competition and further unexpected costs.

Lack of industry standards for EV station management, coupled with utilities and other large organizations mandating their own adoption of specifications that have not become widely adopted in the industry, may hinder innovation or slow new product or new feature introduction.

In addition, automobile manufacturers may choose to utilize their own proprietary systems, which could lock out competition for EV charging stations, or to use their size and market position to influence the market, which could limit ChargePoint's market and reach to customers, negatively impacting its business. For example, many of the major EV manufacturers have announced the adoption of the North American Charging Standard ("NACS") for charging ports in their future EV models. It is possible that other charging or similar standards may be introduced into the emerging EV market by EV manufacturers, EV charging infrastructure suppliers and other market participants which may not be compatible with ChargePoint's products or technologies and cause ChargePoint to have to adapt its business, processes or services to comply with such standard, which may require significant time and research and development costs and, as a result, may have a material and adverse effect on ChargePoint's revenue or results of operations,

Further, should regulatory bodies impose charging standards that are not compatible with ChargePoint's products or infrastructure, ChargePoint may incur significant costs to adapt its business model to the new regulatory standards, which may require significant time and, as a result, may have a material and adverse effect on ChargePoint's revenue or results of operations.

ChargePoint is highly reliant on its networked charging solution and information technology systems and data, and those of its service providers and component suppliers; any of these systems and data may be subject to cyber-attacks, service disruptions or other security incidents, which could result in data breaches, loss or interruption of services, intellectual property theft, claims, litigation, regulatory investigations, significant liability, reputational damage and other adverse consequences.

ChargePoint's business depends on the secure and continuous operation of a distributed, connected ecosystem that includes (i) Networked Charging Systems deployed at third-party locations and operated by site hosts; (ii) embedded firmware and operating systems within charging equipment, including over-the-air (OTA) update and device authentication processes; (iii) its cloud-based software solutions or "ChargePoint Platform" and associated cloud services, application programming interfaces, and integrations with utilities, roaming partners and fleet systems; and (iv) payment and billing infrastructure used by drivers and enterprise customers. As a result, ChargePoint faces cybersecurity and data protection risks that span both operational technology (OT) at the edge (the charger and related hardware/firmware) and information technology (IT) in its cloud and enterprise systems, including risks arising from the increasing use of artificial intelligence, machine learning and other automated technologies within such systems and workflows, which may expand attack surfaces, introduce novel vulnerabilities or failure modes, and increase the complexity of detecting, investigating and remediating security incidents.

ChargePoint continues to expand its information technology systems in support of its networked charging solutions, and as its operations grow, its internal information technology systems—such as product data management, procurement, inventory management, production planning and execution, sales, services and logistics, financial, tax and regulatory compliance systems—are evolving. This includes the implementation of new internally developed systems and the deployment of such systems in the United States and abroad, including systems that incorporate or rely on artificial intelligence, automated decision-making, data analytics or third-party AI-enabled tools and services. The implementation, maintenance, segregation and improvement of these systems require significant management time, support and cost, and there are inherent risks associated with developing, improving and expanding ChargePoint's core systems as well as implementing new systems and updating current systems, including disruptions to related areas of business operations. AI-enabled systems may amplify these risks by increasing system interdependencies, accelerating the scale and speed at which errors or misuse can occur, and creating additional data governance, cybersecurity and compliance challenges. These risks may affect ChargePoint's ability to manage its data and inventory; procure parts or supplies; manufacture, sell, deliver and service products; adequately protect its intellectual property; or achieve and maintain compliance with, or realize available benefits under, tax laws and other applicable regulations.

Because many Networked Charging Systems are installed in public or semipublic environments and physically accessible, inadequate site level protections by site hosts or third parties can enable tampering or theft that, in turn, may facilitate unauthorized access to ChargePoint's systems, manipulation of billing or pricing at the point of interaction, or operational disruptions that reduce uptime and driver confidence. Further, most of the Networked Charging Systems ChargePoint sells are owned and operated by third parties who are responsible for the physical safety and day-to-day oversight of those charging stations.

To the extent any security incident results in unauthorized access to, or damage to, acquisition, use, corruption, loss, destruction, alteration or dissemination of, ChargePoint data (including intellectual property and personal information) or ChargePoint products—or for it to be believed or reported that any of these occurred—it could disrupt ChargePoint's business, harm ChargePoint's reputation, compel ChargePoint to comply with applicable data breach notification and consumer protection laws, including those increasingly applicable to the use of artificial intelligence and automated processing of personal or sensitive data, subject ChargePoint to time consuming, distracting and expensive litigation, regulatory investigation and oversight, mandatory corrective action and third-party audits, require ChargePoint to verify the correctness of database contents, or otherwise subject ChargePoint to liability under laws, regulations and contractual obligations (including those that protect the privacy and security of personal information). Any of the foregoing could result in significant legal and financial exposure, increased costs (including for fines, defense, remediation, customer support and complimentary services) and/or reputational harm.

Because ChargePoint also relies on third-party service providers and component suppliers, ChargePoint cannot guarantee that those parties' systems have not been breached or that they do not contain exploitable defects, bugs, or vulnerabilities that could result in a security incident or other disruption to ChargePoint's systems or operations. This risk may be heightened where ChargePoint relies on third-party providers of artificial intelligence models, data, software components, cloud infrastructure or development tools, including where ChargePoint has limited visibility into such providers' security practices, data handling, model training or update processes. ChargePoint's ability to monitor its service providers' and component suppliers' security measures is limited and, in any event, malicious actors may circumvent such measures. In addition, as EV charging standards, interoperability requirements and industry practices evolve, stakeholders (including regulators, utilities, customers and program administrators) may increase security expectations, including AI-specific governance, testing, transparency or certification requirements, which may require us to implement and maintain additional controls, testing and certifications, further increasing costs and diverting management attention.

If ChargePoint does not successfully implement, maintain or expand its information technology systems as planned, or if ChargePoint experiences a significant cybersecurity or data protection incident, its operations may be disrupted; its intellectual property and personal information could be compromised or misappropriated; its reputation may be adversely affected; its ability to accurately and/or timely report its financial results could be impaired; and deficiencies may arise in its internal control over financial reporting, which may impact its ability to certify its financial results and as a result its business, operations and financial results may be adversely affected.

Computer malware, viruses, ransomware, hacking, phishing attacks and similar disruptions could result in security and privacy breaches and interruption in service, which could harm ChargePoint's business.

From time to time, ChargePoint has experienced cyberattacks on its information technology infrastructure and systems. Computer malware, viruses, physical or electronic break-ins and similar disruptions could lead to interruption and delays in ChargePoint's services and operations and loss, misuse or theft of data. The increasing use of artificial intelligence by both ChargePoint and threat actors may further heighten these risks, as attackers may leverage AI-enabled tools to automate, scale or enhance the sophistication of attacks, including social engineering, phishing, credential harvesting, malware development or exploitation of software vulnerabilities. Threat actors—including financially motivated criminal groups and nation-state or state aligned actors—may target critical infrastructure providers and EV charging networks, attempt to extort companies through ransomware, or seek to compromise software supply chains and firmware signing keys. External events, such as the conflict between Russia and Ukraine, conflicts in the Middle East involving the United States, Iran, Israel and other Gulf States, and heightened geopolitical tensions, have been accompanied by warnings from cybersecurity organizations about increased threat activity against U.S. businesses and infrastructure providers, which could increase the likelihood or severity of attacks aimed at energy, fueling or infrastructure service providers. ChargePoint has also been targeted by spear phishing campaigns directed at specific individuals or departments that masquerade as trusted sources to obtain sensitive information or initiate unauthorized transactions, and such campaigns may increasingly incorporate AI-generated content designed to evade detection or increase their effectiveness.

Any attempts by cyber attackers to disrupt ChargePoint's services or systems—if successful—could (among other impacts) reduce charger uptime and network reliability, manipulate pricing or billing at the point of interaction, misappropriate funds, exfiltrate confidential information or intellectual property, and degrade driver and customer trust. Security incidents involving AI-enabled systems may be more difficult to detect, attribute or remediate, and may increase the risk of cascading operational, legal or reputational impacts. Such events could be expensive to remedy; subject ChargePoint to substantial fines, penalties, damages and other liabilities under applicable laws and regulations; lead to a loss of protection of ChargePoint's intellectual property or trade secrets; and damage ChargePoint's reputation or brand. While ChargePoint maintains cyber-insurance, that coverage may not be sufficient to compensate for all liability relating to any actual or potential disruption or other security breach or incident, coverage might not be available on commercially reasonable terms (or at all), and insurers may deny coverage for certain claims. The successful assertion of one or more large claims that exceed available insurance coverage—or material changes to ChargePoint's insurance (including premium increases, lower limits, exclusions, or large deductibles or coinsurance)—could have a material adverse effect on its business, financial condition, operating results and reputation.

Efforts to prevent cyber attackers from entering computer systems are costly to implement and operate, and ChargePoint may be unable to cause the implementation or enforcement of equivalent measures at its third-party vendors, site hosts or component suppliers. As ChargePoint integrates additional AI-enabled tools, services or automated processes, it may be required to implement new controls, monitoring, training and governance frameworks, which may not be fully effective in preventing misuse, error or attack. Although it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, any failure to maintain performance, reliability, security and availability of systems and technical infrastructure may, in addition to other losses, harm ChargePoint's reputation, brand and ability to attract and retain customers.

ChargePoint has previously experienced, and may in the future experience, service disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, third-party service provider or component supplier disruptions, human or software errors, capacity constraints and cybersecurity events. The introduction or expansion of AI-enabled systems may increase the risk or severity of such disruptions, particularly if such systems malfunction, are misused, or depend on third-party data or infrastructure. If ChargePoint's services are unavailable when users attempt to access them, they may seek alternatives, which could reduce demand for ChargePoint's solutions. Although ChargePoint maintains business continuity and disaster recovery processes designed to enable it to recover from a disaster or catastrophe and continue business operations—and has tested these capabilities under controlled circumstances—human error, data corruption, third-party failures or the nature and timing of a particular event could materially impact the efficacy of such processes, extend the time services are partially or fully unavailable, and cause additional reputational damage or loss of revenue, any of which could adversely affect ChargePoint's business and financial results.

ChargePoint's technology could have undetected defects, errors or bugs in hardware or software which could reduce market adoption, damage its reputation with current or prospective customers, and/or expose it to product liability and other claims that could materially and adversely affect its business.

ChargePoint may be subject to claims that charging stations have malfunctioned and persons or property were injured and harmed or purported to be injured and harmed. Any insurance that ChargePoint carries may not be sufficient or it may not apply to all situations. Similarly, to the extent that such malfunctions are related to components obtained from third-party vendors, such vendors may not assume responsibility for such malfunctions. In addition, ChargePoint's customers could be subjected to claims as a result of such incidents and may bring legal claims against ChargePoint to attempt to hold it liable. Any of these events could adversely affect ChargePoint's brand, relationships with customers, operating results or financial condition.

Furthermore, the ChargePoint Platform is complex, developed for over a decade by many developers, and includes a number of licensed third-party commercial and open-source software libraries. ChargePoint's software has contained defects and errors and may in the future contain undetected defects or errors. ChargePoint is continuing to evolve the features and functionality of the ChargePoint Platform through updates and enhancements, and as it does, it may introduce additional defects or errors that may not be detected until after deployment to customers. In addition, if ChargePoint's products and services, including any updates or patches, are not implemented or used correctly or as intended, inadequate performance and disruptions in service may result.

Any defects or errors in product or services offerings, or the perception of such defects or errors, or other performance problems could result in any of the following, each of which could adversely affect ChargePoint's business and results of its operations:

- expenditure of significant financial and product development resources, including recalls, in efforts to analyze, correct, eliminate or work around errors or defects;
- payment of any fines, penalties or damages to third parties as the result of any claims related to defects or errors in ChargePoint's products or services;
- loss of existing or potential customers or partners;
- interruptions or delays in sales;
- delayed or lost revenue;
- delay or failure to attain market acceptance;
- delay in the development or release of new functionality or improvements;
- negative publicity and reputational harm;
- sales credits or refunds;
- exposure of confidential or proprietary information;
- diversion of development and customer service resources;
- breach of warranty claims;

- legal claims under applicable laws, rules and regulations; and
- an increase in collection cycles for accounts receivable or the expense and risk of litigation.

Although ChargePoint has contractual protections, such as warranty disclaimers and limitation of liability provisions, in many of its agreements with customers, resellers and other business partners, such protections may not be uniformly implemented in all contracts and, where implemented, may not fully or effectively protect it from claims by customers, resellers, business partners or other third-parties. Any insurance coverage or indemnification obligations of suppliers may not adequately cover all such claims or cover only a portion of such claims. A successful product liability, warranty, or other similar claim could have an adverse effect on ChargePoint's business, operating results and financial condition. In addition, even claims that ultimately are unsuccessful could result in expenditure of funds in litigation, divert management's time and other resources and cause reputational harm.

Some of ChargePoint's products contain open-source software, which may pose particular risks to its proprietary software, products and services in a manner that could harm its business.

ChargePoint uses open-source software in its products and anticipates using open-source software in the future. Some open-source software licenses require those who distribute open-source software as part of their own software product to publicly disclose all or part of the source code to such software product or to make available any derivative works of the open-source code on unfavorable terms or at no cost, and ChargePoint may be subject to such terms. The terms of many open-source licenses have not been interpreted by U.S. or foreign courts, and there is a risk that open source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on ChargePoint's ability to provide or distribute ChargePoint's products or services.

In addition, ChargePoint relies on some open-source software and libraries issued under the General Public License (or similar "copyleft" licenses) for development of its products and may continue to rely on similar copyleft licenses. Third-parties may assert a copyright claim against ChargePoint regarding its use of such software or libraries, which could lead to a limitation of ChargePoint's use of such software or libraries. Use of such software or libraries may also force ChargePoint to provide third-parties, at no cost, the source code to its proprietary software, which may decrease revenue and lessen any competitive advantage ChargePoint has due to the secrecy of its source code.

ChargePoint could face claims from third-parties claiming ownership of, or demanding release of, the open-source software or derivative works that ChargePoint developed using such software, which could include ChargePoint's proprietary source code, or otherwise seeking to enforce the terms of the applicable open-source license. These claims could result in litigation and could require ChargePoint to make its software source code freely available, purchase a costly license or cease offering the implicated products or services unless and until ChargePoint can re-engineer them to avoid infringement, which may be a costly and time-consuming process, and ChargePoint may not be able to complete the re-engineering process successfully.

Additionally, the use of certain open-source software can lead to greater risks than use of third-party commercial software, as open-source licensors generally do not provide warranties or controls on the origin of software. There is typically no support available for open-source software, and ChargePoint cannot ensure that the authors of such open-source software will implement or push updates to address security risks or will not abandon further development and maintenance. Many of the risks associated with the use of open-source software, such as the lack of warranties or assurances of title or performance, cannot be eliminated, and could, if not properly addressed, have an adverse effect on ChargePoint's business and results.

Misuse of ChargePoint's Networked Charging Systems and mobile applications, including its online payment methods, could adversely affect ChargePoint's results of operations, expose it to third-party claims, or increase its exposure to fraud and other risks.

The ChargePoint Platform, ChargePoint's software platform, is used to connect EV drivers with charging station hosts to pay for public and private charging. These payment connections can be made via the ChargePoint mobile application or via OEM "in-dash" applications powered by ChargePoint software. ChargePoint also enables the payment of public charging sessions with third-party charging stations via software integration which ChargePoint refers to as "roaming." In addition, the ChargePoint Platform enables third-party e-mobility services providers, or "eMSPs", to build and publish their own proprietary mobility and roaming services for the sale of charging sessions, particularly in Europe.

In each of these charging cases, ChargePoint accepts payments from EV drivers for charging sessions using a variety of different payment methods or receives reimbursements from its roaming partners, which may subject ChargePoint to additional regulations and compliance requirements, and may also increase ChargePoint's exposure to payment fraud, criminal activity, and other risks. ChargePoint has in the past, and may again in the future, be subjected to fraudulent activities related to its ChargePoint Platform and related charging payment services. Further, since the methods and schemes utilized by perpetrators of fraud are constantly evolving or, in some cases, not immediately detectable, ChargePoint cannot be certain that its policies, and controls and procedures for detecting third-party payment fraud, will be effective over time or of its ability to update these measures to address emerging fraud risks. If illicit or fraudulent activity levels involving ChargePoint's software services were to rise, it could lead to regulatory intervention, adversely impact ChargePoint's finances, operations and customer relationships, and cause reputational and financial harm.

Interruptions, delays in service or inability to increase capacity, including internationally, at third-party data center facilities could impair the use or functionality of ChargePoint's subscription services, harm its business and subject it to liability.

ChargePoint currently serves customers from third-party data center facilities operated by Amazon Web Services and Google Cloud located in the United States, Europe and Canada. Any outage or failure of such data centers could negatively affect ChargePoint's product connectivity and performance. ChargePoint's primary environments are behind the Content Delivery Network operated by Cloudflare, Inc. ("Cloudflare"), and any interruptions of Cloudflare's services could negatively affect ChargePoint's product connectivity and performance. Furthermore, ChargePoint depends on connectivity from its charging stations to its data centers through several cellular service providers, such as Verizon, AT&T, Vodafone, and Semtech Corporation. Any incident affecting a data center facility's or a cellular service provider's infrastructure or operations, whether caused by fire, flood, severe storm, earthquake, or other natural disasters, power loss, telecommunications failures, breach of security protocols, computer viruses and disabling devices, failure of access control mechanisms, war, criminal act, military actions, terrorist attacks and other similar events could negatively affect the use, functionality or availability of ChargePoint's services.

Any damage to, or failure of, ChargePoint's systems, or those of its third-party providers, could interrupt or hinder the use or functionality of its services. Impairment of or interruptions in ChargePoint's services may reduce revenue, subject it to claims and litigation, cause customers to terminate their subscriptions, and adversely affect renewal rates and its ability to attract new customers. ChargePoint's business will also be harmed if customers and potential customers believe its products and services are unreliable.

Customer-Related Risks

ChargePoint may be unable to leverage customer data in all geographic locations, and this limitation may impact research and development operations.

ChargePoint relies on data collected through charging stations or its mobile application, including usage data and geolocation data. ChargePoint uses this data in connection with the research, development and analysis of its technologies. ChargePoint's inability to obtain necessary rights to use this data or freely transfer this data out of, for example, the European Economic Area, could result in delays or otherwise negatively impact ChargePoint's research and development efforts.

ChargePoint's ability to maintain customer satisfaction depends in part on the quality of ChargePoint's customer support. Failure to maintain high-quality customer support could adversely affect ChargePoint's reputation, business, results of operations, and financial condition.

ChargePoint believes that the successful use of its Networked Charging Systems and its ChargePoint Platform requires a high level of support and engagement for many of its customers, particularly its fleet and commercial customers. In order to deliver appropriate customer support and engagement, ChargePoint must successfully assist its customers in deploying and continuing to use ChargePoint's Networked Charging Systems and ChargePoint Platform tools, resolving performance issues, addressing interoperability challenges with a customer's existing information technology or fuel management platforms and responding to Networked Charging Systems component failures or replacement parts, as well as charging station performance and reliability issues that may arise from time to time.

ChargePoint provides support to its commercial, fleet and residential Networked Charging Systems owners and operators. Such support services are generally provided under its extended warranty program ("Assure"), including proactive charging station monitoring, guaranteed service response times and labor and parts warranties. ChargePoint further provides support for EV drivers connecting to and utilizing the ChargePoint Platform and its network of EV charging stations, including customer support services and mobile services. ChargePoint's support organization faces additional challenges associated with its international operations, including those associated with delivering support, training, and documentation in languages other than English. If ChargePoint fails to maintain high-quality customer support or comply with support requirements under its software platform or Assure warranty program, ChargePoint may incur additional costs, be obligated to provide refunds, rebates or pay performance penalties to its customers and EV charging station owners, or suffer the cancellation of software and Assure warranty agreements, the occurrence of any of which may increase ChargePoint's expenses and costs or result in less revenue for ChargePoint, which may adversely affect ChargePoint's reputation, business, results of operations, and financial condition.

In addition to providing direct customer support, ChargePoint also relies on channel partners in order to provide frontline support to some of its customers, including with respect to commissioning, maintenance, component part replacements and repairs of charging stations. If ChargePoint's channel partners do not provide support to the satisfaction of ChargePoint's customers, ChargePoint may be required to hire additional personnel and to invest in additional resources in order to provide an adequate level of support, generally at a higher cost than that associated with its channel partners, which may increase ChargePoint's costs and expenses and adversely affect ChargePoint's gross margins. There can be no assurance that ChargePoint will be able to hire sufficient support personnel as and when needed. To the extent that ChargePoint is unsuccessful in hiring, training, and retaining adequate support personnel, its ability to provide high-quality and timely support to its customers will be negatively impacted and its customers' satisfaction with its software platform and EV charging stations could be adversely affected. Any failure to maintain high-quality customer support, or a market perception that ChargePoint does not maintain high-quality customer support, could adversely affect ChargePoint's reputation, business, results of operations, and financial condition, particularly with respect to its fleet customers (see also "Risks Related to ChargePoint's Business--Supply chain disruptions, component shortages, increased tariffs, manufacturing interruptions or delays could adversely affect ChargePoint's ability to meet customer demand, lead to higher costs, and adversely affect ChargePoint's business and results of operations.").

ChargePoint's business will depend on customers renewing their services subscriptions. If customers do not continue to use its subscription offerings or if they fail to add more stations, its business and operating results will be adversely affected.

In addition to selling Networked Charging Systems, ChargePoint also depends on customers continuing to subscribe to its ChargePoint Platform and Assure warranty coverages. Therefore, it is important that customers renew their subscriptions when the contract term expires and add additional charging stations and services to their subscriptions. Customers may decide not to renew their subscriptions with a similar contract period, at the same prices or terms or with the same or a greater number of users, stations or level of functionality. Customer retention may decline or fluctuate as a result of a number of factors, including satisfaction with software and features, functionality of the charging stations, prices, features and pricing of competing products, reductions in spending levels, mergers and acquisitions involving customers and deteriorating general economic conditions.

If customers do not renew their subscriptions, if they renew on terms less favorable to ChargePoint or if they fail to add products or services, ChargePoint's business and operating results will be adversely affected.

Changes in subscriptions or pricing models may not be reflected in near-term operating results.

ChargePoint generally recognizes subscriptions revenue from customers ratably over the terms of their contracts. As a result, most of the subscriptions revenue reported in each quarter is derived from the recognition of deferred revenue relating to subscriptions entered into during previous quarters. Consequently, a decline in new or renewed subscriptions in any single quarter will likely have only a small impact on revenue for that quarter. However, such a decline will negatively affect revenue in future quarters. In addition, the severity and duration of events may not be predictable, and their effects could extend beyond a single quarter. Accordingly, the effect of significant downturns in sales and market acceptance of subscription services, and potential changes in pricing policies or rate of renewals, may not be fully apparent until future periods.

Financial, Tax and Accounting-Related Risks

If ChargePoint fails to maintain an effective system of internal controls, its ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.

ChargePoint is subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley"), and the rules and regulations of the applicable listing standards of the New York Stock Exchange ("NYSE"). Sarbanes-Oxley requires, among other things, that ChargePoint maintain effective disclosure controls and procedures, and internal control, over financial reporting. ChargePoint is continuing to develop and refine its disclosure controls, internal control over financial reporting, and other procedures that are designed to ensure information required to be disclosed in its financial statements and in the reports that it files with the Securities and Exchange Commission ("SEC") is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and information required to be disclosed in reports under the Exchange Act is accumulated and communicated to ChargePoint's principal executive and financial officers. In order to maintain and improve the effectiveness of ChargePoint internal controls and procedures, ChargePoint has expended, and will continue to expend, significant resources, including accounting-related costs and significant management oversight.

ChargePoint has previously identified material weaknesses in its internal controls over financial reporting and further, weaknesses in ChargePoint internal controls may be discovered in the future. ChargePoint's current controls and any new controls it develops may become inadequate because of changes in conditions in its business. Any failure to develop or maintain effective controls, or any difficulties encountered in their implementation or improvement, could harm ChargePoint's operating results, result in a restatement of ChargePoint's financial statements for prior periods, cause ChargePoint to fail to meet its reporting obligations, and adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of ChargePoint's internal control over financial reporting that it will be required to include in the periodic reports filed with the SEC. Ineffective disclosure controls and procedures and internal control over financial reporting could also cause investors to lose confidence in ChargePoint's reported financial and other information, which would likely have a negative effect on the trading price of ChargePoint's Common Stock.

ChargePoint's financial condition and results of operations are likely to fluctuate on a quarterly basis in future periods, which could cause its results for a particular period to fall below expectations, resulting in a decline in the price of its Common Stock.

ChargePoint's financial condition and results of operations have fluctuated in the past and may continue to fluctuate in the future due to a variety of factors, many of which are beyond its control.

In addition to the other risks described herein, the following factors could also cause ChargePoint's financial condition and results of operations to fluctuate on a quarterly basis:

- the timing and volume of new product sales, including disruptions in quarterly sales if ChargePoint is unable to drive consistently linear billings during the reporting period, seasonality, channel sell-through, inventory management practices, disruptions in supply chains or availability of new EVs to customers;
- fluctuations in service costs, particularly due to unexpected costs of servicing and maintaining charging stations;
- the timing of new product introductions, which can initially have lower gross margins, and inventory obsolescence costs related to new product transitions;
- the introduction of new products by competitors, changes in pricing or other factors impacting competition;
- weaker than anticipated demand for charging stations, whether due to changes in government incentives and policies or due to other conditions such as decrease in demand for EVs or overall economic conditions such as an economic slowdown or recession;
- fluctuations in sales and marketing or research and development expenses;
- supply chain interruptions, volatility in raw material prices and manufacturing or delivery delays;
- the timing and availability of new products relative to customers' and investors' expectations;
- the length of the sales and installation cycle for its customers;
- disruptions in sales, production, service or other business activities;
- inability to attract and retain qualified personnel; and
- unanticipated changes in federal, state, local or foreign government incentive programs, which can affect demand for EVs.

Fluctuations in operating results and cash flow could, among other things, give rise to short-term liquidity issues. In addition, revenue, and other operating results in future quarters may fall short of the expectations of investors and financial analysts, which could have an adverse effect on the price of the Common Stock.

Changes to applicable U.S. tax laws and regulations or exposure to additional income tax liabilities could affect ChargePoint's business and future profitability.

ChargePoint is a U.S. corporation and thus subject to U.S. corporate income tax on its worldwide operations. Moreover, the majority of ChargePoint's operations and customers are located in the United States, and as a result, ChargePoint is subject to various U.S. federal, state and local taxes. New U.S. laws and policy relating to taxes may have an adverse effect on ChargePoint's business and future profitability. Further, existing U.S. tax laws, statutes, rules, regulations or ordinances could be interpreted, changed, modified or applied adversely to ChargePoint.

For example, on December 22, 2017, the Tax Cuts and Jobs Act of 2017 ("Tax Act"), was signed into law making significant changes to the Code, and certain provisions of the Tax Act adversely affect ChargePoint. In particular, sweeping changes were made to the U.S. taxation of foreign operations. Changes include, but are not limited to, a reduction to the corporate income tax rate, limiting interest deductions, a reduction to the maximum deduction allowed for net operating losses generated in tax years beginning after December 31, 2017, the elimination of carrybacks of net operating losses, adopting elements of a territorial tax system, assessing a repatriation tax or "toll-charge" on undistributed earnings and profits of U.S.-owned foreign corporations, and introducing certain anti-base erosion provisions, including a new minimum tax on global intangible low-taxed income and base erosion and anti-abuse tax. The Tax Act could be subject to potential amendments and technical corrections, and is subject to interpretations and implementing regulations by the U.S. Treasury and Internal Revenue Service ("IRS"), any of which could mitigate or increase certain adverse effects of the legislation.

In addition, the Tax Act may impact taxation in non-federal jurisdictions, including with respect to state income taxes as state legislatures respond to the Tax Act or any newly enacted federal tax legislation. Additionally, other foreign governing bodies have and may enact changes to their tax laws in reaction to the Tax Act or any newly enacted federal tax legislation that could result in changes to ChargePoint's global tax position and adversely affect its business and future profitability.

As a result of ChargePoint's operations in multiple jurisdictions, including jurisdictions in which the tax laws may not be favorable, ChargePoint's tax rate may fluctuate, ChargePoint's tax obligations may become significantly more complex and subject to greater risk of examination by taxing authorities or ChargePoint may be subject to future changes in tax law, the impacts of which could adversely affect ChargePoint's after-tax profitability and financial results.

Because ChargePoint does not have a long history of operating at its present scale and it has significant expansion plans, ChargePoint's effective tax rate may fluctuate in the future. Future effective tax rates could be affected by operating losses in jurisdictions where no tax benefit can be recorded under U.S. generally accepted accounting principles ("U.S. GAAP"), changes in the composition of earnings in countries with differing tax rates, changes in deferred tax assets and liabilities, or changes in tax laws. Factors that could materially affect ChargePoint's future effective tax rates include, but are not limited to: (a) changes in tax laws or the regulatory environment, (b) changes in accounting and tax standards or practices, (c) changes in the composition of operating income by tax jurisdiction and (d) ChargePoint's operating results before taxes.

Additionally, ChargePoint's operations are subject to significant income, withholding and other tax obligations in the United States and may become subject to taxes in numerous additional state, local and non-U.S. jurisdictions with respect to its income, operations and subsidiaries related to those jurisdictions. ChargePoint's after-tax profitability and financial results could be subject to volatility or be affected by numerous factors, including (a) the availability of tax deductions, credits, exemptions, refunds (including refunds of value added taxes) and other benefits to reduce ChargePoint's tax liabilities, (b) changes in the valuation of ChargePoint's deferred tax assets and liabilities, (c) expected timing and amount of the release of any tax valuation allowances, (d) tax treatment of stock-based compensation, (e) changes in the relative amount of ChargePoint's earnings subject to tax in the various jurisdictions in which ChargePoint operates or has subsidiaries, (f) the potential expansion of ChargePoint's business into or otherwise becoming subject to tax in additional jurisdictions, (g) changes to ChargePoint's existing intercompany structure (and any costs related thereto) and business operations, (h) the extent of ChargePoint's intercompany transactions and the extent to which taxing authorities in the relevant jurisdictions respect those intercompany transactions and (i) ChargePoint's ability to structure ChargePoint's operations in an efficient and competitive manner. Due to the complexity of multinational tax obligations and filings, ChargePoint may have a heightened risk related to audits or examinations by U.S. federal, state, local and non-U.S. taxing authorities. Outcomes from these audits or examinations could have an adverse effect on ChargePoint's after-tax profitability and financial condition. Additionally, the IRS and several foreign tax authorities have increasingly focused attention on intercompany transfer pricing with respect to sales of products and services and the use of intangibles. Tax authorities could disagree with ChargePoint's intercompany charges, cross-jurisdictional transfer pricing or other matters and assess additional taxes. If ChargePoint does not prevail in any such disagreements, its profitability may be affected.

ChargePoint's after-tax profitability and financial results may also be adversely impacted by changes in the relevant tax laws and tax rates, treaties, regulations, administrative practices and principles, judicial decisions and interpretations thereof, in each case, possibly with retroactive effect. For example, the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting has entered into force among the jurisdictions that have ratified it, including the United States. These changes could negatively impact ChargePoint's taxation, especially as ChargePoint expands its relationships and operations internationally.

The ability of ChargePoint to utilize net operating loss and tax credit carryforwards is conditioned upon ChargePoint attaining profitability and generating taxable income. ChargePoint has incurred significant net losses since inception and it is anticipated that ChargePoint will continue to incur significant losses. Additionally, ChargePoint's ability to utilize net operating loss and tax credit carryforwards to offset future taxable income may be limited.

As of January 31, 2026, ChargePoint had $1,163.6 million of U.S. federal and $456.2 million of California net operating loss carryforwards available to reduce future taxable income, of which $974.9 million of the U.S. federal net operating loss carryforwards can be carried forward indefinitely. The remaining $188.7 million of U.S. federal net operating loss carryforwards begin to expire in 2028 and the California state net operating loss carryforwards begin to expire in 2029. In addition, ChargePoint had net operating loss carryforwards for other states of $515.8 million, which began to expire in 2026. The Tax Act included a reduction to the maximum deduction allowed for net operating losses generated in tax years after December 31, 2017 and the elimination of carrybacks of net operating losses. It is possible that ChargePoint will not generate taxable income in time to utilize these net operating loss carryforwards.

In addition, net operating loss carryforwards and certain tax credits may be subject to significant limitations under Section 382 and Section 383 of the Code, respectively, and similar provisions of state law. Under those sections of the Code, if a corporation undergoes an "ownership change," the corporation's ability to use its pre-change net operating loss carryforwards and other pre-change attributes, such as research tax credits, to offset its post-change income or tax may be limited. In general, an "ownership change" will occur if there is a cumulative change in ownership by "5% stockholders" that exceeds 50 percentage points over a rolling three-year period. ChargePoint has experienced ownership changes since its incorporation and is already subject to limitations on its ability to utilize its existing net operating loss carryforwards and other tax attributes to offset taxable income or tax liability. In addition, changes in the ownership of its Common Stock during its fiscal year ended January 31, 2026 and future changes in ChargePoint's stock ownership, which are outside of ChargePoint's control, may trigger further ownership changes. Similar provisions of state tax law may also apply to limit ChargePoint's use of accumulated state tax attributes. As a result, even if ChargePoint earns net taxable income in the future, its ability to use its net operating loss carryforwards and other tax attributes accrued prior to these changes in ownership to offset such taxable income or tax liability may be subject to limitations, which could potentially result in increased future income tax liability to ChargePoint.

ChargePoint performed an analysis to assess whether an "ownership change," as defined by Section 382 of the Code, has occurred from its inception through January 31, 2026. Based on this analysis, ChargePoint has experienced "ownership changes," limiting the utilization of the net operating loss carryforwards or research and development tax credit carryforwards under Section 382 of the Code by first multiplying the value of ChargePoint's stock at the time of the ownership change by the applicable long-term tax-exempt rate, and then applying additional adjustments, as required. As a result of the ownership changes, approximately $17.1 million of Federal net operating loss carryforwards, $17.5 million of California net operating loss carryforwards, and $4.7 million of federal tax credits were determined to have expired unutilized for income tax purposes. ChargePoint's net operating losses or credits may also be impaired under state law. Accordingly, ChargePoint may not be able to utilize a material portion of the net operating losses or credits. The ability of ChargePoint to utilize its net operating losses or credits is conditioned upon ChargePoint attaining profitability and generating U.S. federal and state taxable income. ChargePoint has incurred significant net losses since inception and will continue to incur significant losses; and therefore, ChargePoint does not know whether or when the combined carryforwards may be or may become subject to limitation by Sections 382 and 383 of the Code.

ChargePoint's reported financial results may be negatively impacted by changes in U.S. GAAP.

U.S. GAAP is subject to interpretation by the Financial Accounting Standards Board's Accounting Standards Codification, the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on reported financial results, and may even affect the reporting of transactions completed before the announcement or effectiveness of a change.

ChargePoint faces exposure to foreign currency exchange rate fluctuations which could have a material and adverse effect on its results of operations.

ChargePoint conducts transactions with its vendors and customers, as well as intercompany transactions, in currencies other than the U.S. Dollar, primarily the British Pound, Euro, Canadian Dollar and Indian Rupee. ChargePoint records revenues, cost of goods sold and operating expenses in the currencies of its subsidiaries where the transactions take place. As ChargePoint continues to grow its international operations, the amount of its revenues and expenditures that are denominated in foreign currencies will continue to increase in the future. Accordingly, changes in the value of foreign currencies relative to the U.S. Dollar could affect ChargePoint's revenue and operating results due to transactional and translational remeasurements that are reflected in its results of operations. As a result of such foreign currency exchange rate fluctuations, it could be more difficult to detect underlying trends in ChargePoint's business and results of operations. In addition, to the extent that fluctuations in currency exchange rates cause ChargePoint's results of operations to differ from its expectations or the expectations of its investors, the trading price of ChargePoint's Common Stock could be adversely affected. ChargePoint does not currently maintain a program to hedge exposures in foreign currencies. However, in the future, ChargePoint may use derivative instruments, such as foreign currency forward and option contracts, to hedge exposures to fluctuations in foreign currency exchange rates. The use of such hedging activities may not offset any or more than a portion of the adverse financial effects of unfavorable movements in foreign exchange rates over the limited time the hedges are in place. Moreover, the use of hedging instruments may introduce additional risks if ChargePoint is unable to structure effective hedges with such instruments.

Impairment of goodwill may require ChargePoint to record a significant charge to earnings.

ChargePoint is required under generally accepted accounting principles to review its intangible assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. Goodwill is required to be tested for impairment at least annually. Factors that may be considered a change in circumstances indicating that the carrying value of ChargePoint's intangible assets and/or goodwill may not be recoverable include a decline in stock price and market capitalization, slower growth rates in ChargePoint's industry or ChargePoint's operations, and/or other materially adverse events that have implications on the profitability of ChargePoint's business. ChargePoint may be required to record additional charges to earnings during the period in which any impairment of its goodwill or other intangible assets is determined which could adversely impact its results of operations.

ChargePoint incurs significant increased expenses and administrative burdens as a public company, which could have an adverse effect on its business, financial condition and results of operations.

ChargePoint faces increased legal, accounting, administrative, disclosure and other costs and expenses as a public company. Sarbanes-Oxley, including the requirements of Section 404, as well as rules and regulations subsequently implemented by the SEC, the Dodd-Frank Act and the rules and regulations promulgated and to be promulgated thereunder, the Public Company Accounting Oversight Board and the securities exchanges, impose additional reporting and other obligations on public companies. Compliance with public company requirements increases costs and makes certain activities more time-consuming. A number of those requirements require ChargePoint to incur additional expenses associated with SEC reporting requirements. Furthermore, if any issues in complying with those requirements are identified ChargePoint may be subject to additional costs and expenses to come into compliance. ChargePoint has incurred costs and could incur additional costs to rectify new issues, and the existence of these issues could adversely affect its reputation or investor perceptions. In addition, as a public company, ChargePoint maintains director and officer liability insurance, for which it must pay substantial premiums. The additional reporting and other obligations imposed by rules and regulations applicable to public companies increase legal and financial compliance costs and the costs of related legal, accounting and administrative activities. Advocacy efforts by stockholders and third-parties may also prompt additional changes in governance and reporting requirements, which could further increase costs.

Risks Related to Legal Matters and Regulations

ChargePoint may be subject to various types of litigation, and its insurance may not be sufficient to cover damages related to those claims.

From time-to-time ChargePoint has been, currently is, and may in the future, be involved in lawsuits or other claims arising in the ordinary course of business, including those related to class actions, product liability, consumer protection, employment, breach of contract, intellectual property, tort, privacy and data protection, and other matters. ChargePoint has in the past, and may in the future, incur losses relating to claims filed against it, including costs associated with settling and defending against such claims, and there is risk that any such claims or liabilities will exceed its insurance coverage, not be covered by insurance or affect ChargePoint's ability to retain adequate liability insurance in the future. Even if a claim is unsuccessful or is not fully pursued, the negative publicity surrounding any such assertions could adversely affect ChargePoint's reputation. Due to the inherent uncertainties of litigation and other claims, ChargePoint cannot accurately predict the ultimate outcome of any such matters.

Privacy concerns and laws, or other domestic or foreign regulations, may adversely affect ChargePoint's business.

ChargePoint relies on data collected through charging stations or its mobile application, including usage data and geolocation data. ChargePoint uses this data in connection with providing its services and the research, development and analysis of its technologies. Accordingly, ChargePoint may be subject to or affected by a number of federal, state, local and international laws and regulations, as well as contractual obligations and industry standards, that impose certain obligations and restrictions with respect to data privacy and security and govern its collection, storage, retention, protection, use, processing, transmission, sharing and disclosure of personal information including that of ChargePoint's employees, customers, drivers and other third-parties with whom ChargePoint conducts business. National and local governments and agencies in the countries in which ChargePoint operates and in which its customers operate have adopted, are considering adopting, or may adopt laws and regulations regarding the collection, use, storage, processing and disclosure of information regarding consumers and other individuals, which could impact ChargePoint's ability to offer services in certain jurisdictions. Laws and regulations relating to the collection, use, storage, disclosure, security and other processing of individuals' information can vary significantly from jurisdiction to jurisdiction and are particularly stringent in Europe. The costs of compliance with, and other burdens imposed by, laws, regulations, standards and other obligations relating to privacy, data protection and information security are significant. In addition, some companies, particularly larger enterprises, often will not contract with vendors that do not meet these rigorous standards. Accordingly, the failure, or perceived inability, to comply with these laws, regulations, standards and other obligations may limit the use and adoption of ChargePoint's solutions, reduce overall demand, lead to regulatory investigations, litigation and significant fines, penalties, injunctions or liabilities for actual or alleged noncompliance, or slow the pace at which it closes sales or other transactions, any of which could harm its business. Moreover, if ChargePoint or any of its employees, contractors or vendors fail or are believed to fail to adhere to appropriate practices regarding customers' or employees' data, it may damage its reputation and brand.

Additionally, existing laws, regulations, standards and other obligations may be interpreted in new and differing manners in the future, and may be inconsistent among jurisdictions. Future laws, regulations, standards and other obligations, and changes in the interpretation of existing laws, regulations, standards and other obligations could result in increased regulation, increased costs of compliance and penalties for non-compliance, and limitations on data collection, use, disclosure and transfer for ChargePoint and its customers.

In addition, State Attorneys General have begun enforcement actions under state comprehensive privacy laws. Although ChargePoint initiated compliance programs designed to ensure compliance with state privacy laws after consulting with outside privacy counsel, ChargePoint may remain exposed to ongoing legal risks and compliance costs related to state privacy laws as well as evolving privacy and information security standards under consumer protection laws, including those enforced by the Federal Trade Commission ("FTC"). In the event ChargePoint is subject to litigation, penalties, or enforcement actions pursuant to the EU GDPR, UK GDPR, California Consumer Privacy Act ("CCPA"), California Invasion of Privacy Act ("CIPA") and similar state privacy laws in the United States, the FTC or other applicable state laws, ChargePoint may be subject to fines and penalties, remediation measures which will divert management's time and attention, as well as harm to its reputation.

Marketing and digital advertising laws such as the EU's "e-Privacy Directive" and the federal CAN-SPAM Act in the United States and similar state laws create further risks for ChargePoint should it not comply with those laws' requirements concerning marketing, cookies and trackers, and email promotions. The e-Privacy Directive creates a risk of enforcement actions and fines and the CAN-SPAM Act authorizes class actions with statutory damages. In the United States, there are also putative class actions being brought based upon the use of cookies and trackers through novel theories including leveraging "wiretapping" laws. ChargePoint is currently subject to a putative class action filed under CIPA and it may need to expend costs and resources defending such litigation or enforcement action and any potential damages or fines awarded as the result of such actions, which could have an adverse effect on ChargePoint's business and reputation. In addition to government activity, privacy advocacy groups, the technology industry and other industries have established or may establish various new, additional or different self-regulatory standards that may place additional burdens on technology companies. Customers may expect that ChargePoint will meet voluntary certifications or adhere to other standards established by them or third-parties. If ChargePoint is unable to maintain these certifications or meet these standards, it could reduce demand for its solutions and adversely affect its business.

ChargePoint is subject to risks related to increasing sustainability and environmental, social and governance regulations and disclosure requirements, which may cause ChargePoint to incur significant and additional costs of compliance, and if ChargePoint fails to comply with such regulations and reporting requirements its reputation and brand could be damaged, and its business, financial condition and results of operations could be adversely impacted.

ChargePoint's business faces increasing regulation and disclosure obligations related to environmental, social and governance issues, including supply chain management, climate change, safety, diversity and inclusion, workplace conduct, and human rights. For example, in October 2023, the State of California adopted SB 253, the Climate Corporate Data Accountability Act, which require companies to annually disclose Scope 1, Scope 2, and Scope 3 greenhouse gas emissions and SB 261, Greenhouse Gases: Climate-Related Financial Risk which will require biennial disclosure of a company's financial risk caused by climate change. ChargePoint may in the future be subject to these and similar reporting requirements. In addition, ChargePoint and certain of its subsidiaries may be subject to the requirements of the European Union's Corporate Sustainability Reporting Directive (and its implementing laws, standards and regulations as well as other related European Union directives and regulations), which will require additional disclosures across environmental, social and governance topics, such as climate change, biodiversity, pollution, resource use, human capital management and supply chain labor standards, among other topics.

These and other reporting or disclosure requirements may not entirely align and thus require ChargePoint to duplicate certain or make different efforts or use different reporting methodologies in order to comply with each regulatory requirement. These, and additional legislation which may be passed, may cause ChargePoint to incur significant additional costs for compliance due to the need for expanded data collection, analysis, and certification with respect to greenhouse gas emissions and other climate change related risks. ChargePoint may also incur additional costs or require additional resources to monitor, report and comply with such stakeholder expectations, standards and legislation, and to meet climate change targets and commitments if established. If ChargePoint fails to meet applicable standards or expectations with respect to these issues across all of its operations and activities, its reputation and brand could be damaged, and its business, financial condition and results of operations could be adversely impacted.

ChargePoint is subject to evolving technical, safety, metrology (weights and measures), labeling and payment requirements for EV charging equipment and services; failure to comply with, or changes in, these requirements could increase costs, delay deployments, limit revenue recognition, reduce utilization of existing assets, or lead to enforcement actions.

ChargePoint's Networked Charging Systems and the ChargePoint Platform operate in a regulatory environment that imposes technical and commercial metering requirements when commercial transactions are the basis for sale (e.g., price per kWh), including those embodied in National Institute of Standards and Technology (NIST) Handbook 44 Section 3.40 for EV fueling equipment; compliance is enforced primarily at the state level and through the National Type Evaluation Program (NTEP) certifications or California Type Evaluation Program (CTEP) in California. In certain jurisdictions, these regulations are enforced through county and municipal governments. Additionally, publicly available charging stations in many states must meet payment and disclosure rules (e.g., labeling and fee disclosure requirements). Changes in how these standards are interpreted, phased in, or enforced—or how eligibility rules under government programs are tied to them—could result in additional testing, certification, software changes, retrofits, field "placed in service" procedures, incremental costs or operating expenses, temporary site shutdowns, refunds, penalties, or delayed revenue. If ChargePoint fails to comply with or meet these standards, its reputation and brand could be damaged, and its business, financial condition and results of operations could be adversely impacted.

As a result of ChargePoint's U.S. and international operations, it is subject to a variety of anti-corruption and anti-money laundering laws and regulations, and may face penalties and other adverse consequences for violations if it fails to meet the applicable legal and regulatory requirements.

Because of its U.S. and international operations, ChargePoint is subject to anti-corruption laws and regulations in the U.S. and internationally, including U.S. domestic bribery laws, the FCPA, the U.S. Travel Act, the Anti-Bribery Act and other applicable anti-bribery and corruption laws. In addition, ChargePoint may be subject to anti-money laundering laws in some countries in which it conducts activities. ChargePoint faces significant risks if it fails to comply with the FCPA and other anti-corruption laws, which are interpreted broadly and collectively prohibit companies and their employees, agents, contractors and other third-party intermediaries from promising, authorizing, offering, providing, soliciting and/or receiving, directly or indirectly, improper payments or anything else of value to or from persons in the public or private sector for the purpose of obtaining or retaining business, directing business to any person, or otherwise securing an improper advantage. The FCPA also requires U.S. public companies to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls. Enforcement activities under the FCPA, or other applicable anti-corruption laws or anti-money laundering laws may subject ChargePoint to administrative and legal proceedings and actions, which could result in substantial civil and criminal fines and penalties, imprisonment, the loss of export or import privileges, debarment, tax reassessments, preclusion from participating in public tenders, breach of contract and fraud litigation, adverse media coverage, reputational harm, and other consequences that could have an adverse effect on ChargePoint's business, operating results and prospects. In addition, ensuring compliance may be costly and time-consuming and responding to any enforcement action may result in a significant diversion of management's attention and resources, significant defense costs and other professional fees.

ChargePoint is subject to governmental export controls and economic sanctions laws that could impair its ability to compete in international markets and subject ChargePoint to liability if it is not in full compliance with applicable laws.

ChargePoint's business activities are subject to various restrictions under U.S. export controls and trade and economic sanctions laws, including the U.S. Commerce Department's Export Administration Regulations and economic and trade sanctions regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control. The U.S. export control laws and U.S. economic sanctions laws include prohibitions on the sale or supply of certain products and services to U.S. embargoed or sanctioned countries, governments, persons and entities and also require authorization for the export of encryption items. In addition, various countries regulate the import of certain encryption technology, including through import and licensing requirements, and have enacted laws that could limit ChargePoint's ability to distribute its products and services or could limit ChargePoint's customers' ability to implement ChargePoint's products in those countries. If ChargePoint fails to comply with these laws and regulations, ChargePoint and certain of its employees could be subject to civil or criminal penalties, including the possible loss of export privileges and monetary penalties. Obtaining the necessary authorizations, including any required license, for a particular transaction may be time-consuming, is not guaranteed, and may result in the delay or loss of sales opportunities. ChargePoint's products may have been in the past, and could in the future be, provided inadvertently in violation of such laws, despite the precautions ChargePoint takes to prevent its products from being provided in violation of such laws. Any violation could result in adverse consequences to ChargePoint, including government investigations and penalties which may adversely affect ChargePoint's operations and harm its reputation.

Existing and future environmental health and safety laws and regulations could result in increased compliance costs or additional operating costs or construction costs and restrictions. Failure to comply with such laws and regulations may result in substantial fines or other limitations that may adversely impact ChargePoint's financial results or results of operations.

ChargePoint and its operations, as well as those of ChargePoint's contractors, suppliers and customers, are subject to certain environmental laws and regulations, including laws related to the use, handling, storage, transportation and disposal of hazardous substances and wastes as well as electronic wastes and hardware, whether hazardous or not. These laws may require ChargePoint or others in ChargePoint's supply and operations chains to obtain permits and comply with procedures that impose various restrictions and obligations that may have material effects on ChargePoint's operations. If key permits and approvals cannot be obtained on acceptable terms, or if other operational requirements cannot be met in a manner satisfactory for ChargePoint's operations or on a timeline that meets ChargePoint's commercial obligations, it may adversely impact ChargePoint's business.

Environmental and health and safety laws and regulations can be complex and may be subject to change, such as through new requirements enacted at the supranational, national, sub-national and/or local level or new or modified regulations that may be implemented under existing law. The nature and extent of any changes in these laws, rules, regulations and permits may be unpredictable and may have material effects on ChargePoint's business. Future legislation and regulations or changes in existing legislation and regulations, or interpretations thereof, including those relating to hardware manufacturing, electronic waste or batteries, could cause additional expenditures, restrictions and delays in connection with ChargePoint's operations as well as other future projects, the extent of which cannot be predicted.

Further, ChargePoint currently relies on third-parties to ensure compliance with certain environmental laws, including those related to the disposal of hazardous and non-hazardous wastes. Any failure to properly handle or dispose of such wastes, regardless of whether such failure is ChargePoint's or its contractors, may result in liability under environmental laws, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, under which liability may be imposed without regard to fault or degree of contribution for the investigation and clean-up of contaminated sites, as well as impacts to human health and damages to natural resources. Additionally, ChargePoint may not be able to secure contracts with third-parties to continue their key supply chain and disposal services for ChargePoint's business, which may result in increased costs for compliance with environmental laws and regulations.

Risks Related to Ownership of ChargePoint's Securities

Future sales of ChargePoint's Common Stock in the public market, or the perception that such sales may occur, could reduce ChargePoint's stock price, and any conversions of the 2028 Convertible Notes will, and any additional capital raised through the sale of equity or any future convertible securities ChargePoint may issue could, dilute existing stockholders' ownership.

ChargePoint may raise additional capital through the issuance of equity or debt securities in the future. In that event, the ownership of existing ChargePoint stockholders would be diluted and the value of the stockholders' equity in Common Stock could be reduced. If ChargePoint raised more equity capital from the sale of its Common Stock, institutional or other investors may negotiate terms more favorable than the current prices of ChargePoint's Common Stock. If ChargePoint issues debt securities, the holders of the debt would have a claim to ChargePoint assets that would be prior to the rights of stockholders until the debt is repaid. Interest on these debt securities would increase costs and could negatively impact operating results. In November 2025, ChargePoint completed a private exchange of $328.6 million of aggregate capitalized principal amount of its convertible notes with a maturity date of April 1, 2028 (the "2028 Convertible Notes" and such exchange, the "Exchange Transaction") resulting in $11.3 million of its 2028 Convertible Notes remaining outstanding. In connection with the Exchange Transaction, ChargePoint (i) issued $186.5 million in senior secured loans (the "2025 Senior Loan") pursuant to the 2025 Credit Agreement (described below), (ii) paid $25.0 million in cash, and (iii) issued warrants to purchase up to 1,671,000 shares of ChargePoint's Common Stock at an exercise price of $25.00 per share (the "2025 Warrants"). Pursuant to the 2025 Senior Loan, ChargePoint has the option, during the first year that the 2025 Senior Loan is outstanding, to elect to issue shares of ChargePoint Common Stock ("Interest Shares") in an amount equal to the quotient of (i) the amount of interest in respect of such interest period otherwise payable in cash and (ii) a price per share equal to the volume-weighted average price per share of ChargePoint's Common Stock for the thirty (30) consecutive trading days immediately preceding (but not including) the applicable interest payment date. Through July 31, 2026, ChargePoint has issued 1,797,986 Interest Shares pursuant to the 2025 Senior Loan. The 2025 Senior Loan and 2028 Convertible Notes may decrease ChargePoint's business flexibility and access to capital, require a significant amount of cash to service, dilute the ownership interest of existing stockholders and otherwise depress the price of its Common Stock, and delay or hinder an otherwise beneficial takeover of the Company.

In addition, ChargePoint previously filed a Registration Statement on Form S-3 (File No. 333-265986), which permitted ChargePoint to offer up to $1.0 billion of shares of ChargePoint Common Stock, preferred stock, debt securities, warrants and rights in one or more offerings and in any combination, including in units from time to time, and simultaneously entered into an "at-the-market" sales agreement dated July 1, 2022, by and among ChargePoint and the underwriters thereto (the "2022 ATM Facility") which permitted ChargePoint to make offerings of up to $500.0 million of its Common Stock from time to time. On July 11, 2025, ChargePoint terminated the 2022 ATM Facility, and on September 8, 2025, ChargePoint entered into a new "at-the-market" sales agreement, by and between ChargePoint and the underwriter thereto, pursuant to which ChargePoint may from time to time sell shares of its Common Stock having an aggregate offering price of up to $150.0 million (the "2025 ATM Facility"). Sales of ChargePoint Common Stock pursuant to the 2025 ATM Facility, if any, will be made under ChargePoint's registration statement on Form S-3 (File No. 333-290113) that ChargePoint filed with the SEC on September 8, 2025, amended on December 5, 2025 and was declared effective by the SEC on December 8, 2025 (the "2025 Shelf Registration Statement"). The 2025 Shelf Registration Statement will facilitate offers of up to $400.0 million of shares of Common Stock, preferred stock, debt securities, warrants and rights in one or more offerings and in any combination, including in units from time to time. The sale of a substantial number of shares of ChargePoint's Common Stock pursuant to the 2025 ATM Facility, the 2025 Shelf Registration Statement or otherwise, or anticipation of any such sales, could cause the trading price of ChargePoint's Common Stock to decline or make it more difficult for ChargePoint to sell equity or equity-related securities in the future at a time and at a price that ChargePoint might otherwise desire. In addition, issuances of any shares of ChargePoint's Common Stock sold pursuant to the 2025 ATM Facility or any securities sold pursuant to the 2025 Shelf Registration Statement will have a dilutive effect on our existing stockholders.

In accordance with Delaware law and the provisions of ChargePoint's Second Amended and Restated Certificate of Incorporation, as amended (the "Charter"), ChargePoint may issue preferred stock that ranks senior in right of dividends, liquidation or voting to its Common Stock. The issuance by ChargePoint of such preferred stock may (a) reduce or eliminate the amount of cash available for payment of dividends to other holders of ChargePoint's Common Stock, (b) diminish the relative voting strength of the total shares of Common Stock outstanding as a class, or (c) subordinate the claims of ChargePoint holders of Common Stock to ChargePoint assets in the event of a liquidation. ChargePoint cannot predict the size of future issuances of its Common Stock or any additional issuances of securities convertible into Common Stock or the effect, if any, that future issuances and sales of shares of its Common Stock will have on the market price of its Common Stock. Sales of substantial amounts of ChargePoint's Common Stock, including any shares issued upon the conversion or restructuring of the 2028 Convertible Notes, or pursuant to the 2025 ATM Facility, the 2025 Shelf Registration Statement, any Interest Shares issued under the 2025 Credit Agreement, or in connection with an acquisition, or the perception that such sales could occur, may adversely affect prevailing market prices of ChargePoint's Common Stock.

ChargePoint has entered into the 2025 Credit Agreement, which imposes certain restrictions on its business and operations that may affect its ability to operate its business and make payments on its indebtedness.

ChargePoint, ChargePoint's subsidiary, ChargePoint, Inc. (the "Borrower"), and certain subsidiaries of ChargePoint as guarantors (the "Subsidiary Guarantors," and together with ChargePoint and the Borrower, the "Credit Parties") entered into a Credit and Security Agreement on November 14, 2025 with Alter Domus (US) LLC, as administrative agent and collateral agent, and the lenders party thereto, as amended by Amendment No. 1 to Credit and Security Agreement, dated April 23, 2026, (collectively, the "2025 Credit Agreement"). The 2025 Credit Agreement provides for the 2025 Senior Loan in an initial aggregate principal amount of $186.5 million. The 2025 Senior Loan matures on January 31, 2030 and does not amortize, except as described below. In accordance with the 2025 Credit Agreement, the Borrower was obligated to pay up to an aggregate of $30.0 million of the 2025 Senior Loan in two installments originally due on November 24, 2025 and February 16, 2026 (each such date, a "Prepayment Date"), pursuant to a formulaic repayment measure based on volume-weighted average price per share of Common Stock for the thirty consecutive trading days preceding the applicable Prepayment Date. The Company made separate payments of $14.8 million and $9.6 million on the respective Prepayment Dates in connection with the repayment of the 2025 Credit Agreement with resulting gains of $0.2 million and $5.4 million, respectively, reflected in other income. The remaining 2025 Senior Loan bears interest at a fixed rate of 12.00% per annum, payable quarterly. For each of the first four quarterly interest payment dates, the Borrower may elect to pay in Interest Shares, valued based on the 30-day trailing volume-weighted average price ("VWAP") preceding the applicable interest payment date. Issuance of Interest Shares is subject to a cap of 19.99% of the Company's outstanding shares of Common Stock to comply with NYSE listing requirements, unless stockholder approval is obtained.

The Borrower's obligations under the 2025 Credit Agreement are guaranteed by ChargePoint and the Subsidiary Guarantors. In addition, the 2025 Senior Loan is secured by (i) a first priority pledge of the equity securities of the Borrower and certain of its subsidiaries, subject to customary exceptions (including a 65% limitation on pledges of first-tier foreign subsidiary equity, except with respect to foreign subsidiaries in specified jurisdictions), and (ii) first priority security interests in substantially all current and after-acquired tangible and intangible personal property of the Credit Parties, including intellectual property, in each case, subject to customary exclusions, permitted liens and other agreed limitations.

The 2025 Credit Agreement permits the Borrower to make voluntary prepayments at its discretion. On or prior to the second anniversary of the closing date, voluntary principal payments in respect of the 2025 Senior Loan and mandatory principal payments in connection with any acceleration of the 2025 Senior Loan will be subject to a customary make-whole premium based on the yield on U.S. Treasury notes with a maturity closest to the second anniversary of the closing date plus 50 basis points. Thereafter, principal payments in respect of such 2025 Senior Loan will be subject to a premium equal to (x) 2.00% after the second anniversary of the closing date and on or prior to the third anniversary of the closing date and (y) 0.00% thereafter. Notwithstanding the foregoing in the event of a change of control (as such term is defined in the 2025 Credit Agreement), the agent and the lenders constituting the required lenders (as such term is defined in the 2025 Credit Agreement) may declare 100% of the principal of, and accrued and unpaid interest, if any, on, the 2025 Senior Loan to be due and payable immediately, together with an additional prepayment premium in an amount equal to (1) 3.00% on or prior to the second anniversary of the closing date, (2) 2.00% after the second anniversary of the closing date and on or prior to the third anniversary of the closing date and (3) 0.00% thereafter.

The 2025 Credit Agreement contains (i) customary affirmative and negative covenants that, among other things, restrict the ability of ChargePoint and its subsidiaries to incur additional indebtedness, incur liens, make investments or acquisitions, declare or pay dividends or other restricted payments, dispose of assets, or enter into transactions with affiliates and (ii) customary events of default, including a cross-default to material indebtedness and bankruptcy-related triggers. In addition, the 2025 Credit Agreement requires the Borrower to maintain minimum liquidity of $25.0 million, tested on the last business day of each fiscal month. Liquidity includes unrestricted cash and cash equivalents held by the Credit Parties and up to $10.0 million in unused commitments under any revolving credit facility.

ChargePoint's ability to satisfy and comply with these restrictive covenants may be impacted by events beyond its control and ChargePoint may be unable to do so. The 2025 Credit Agreement and related security agreements provide that ChargePoint's breach or failure to satisfy certain covenants may constitute an event of default. Upon the occurrence of an event of default, the lenders under the 2025 Credit Agreement could elect to declare all amounts outstanding under the 2025 Credit Agreement to be immediately due and payable. In addition, the lenders, to whom the Credit Parties granted a security interest in substantially all of their respective assets, including their intellectual property, would have the right to proceed against such assets which were provided as collateral pursuant to the 2025 Credit Agreement and related security agreements. If any of the 2025 Senior Loan outstanding under the 2025 Credit Agreement were to be accelerated, ChargePoint may not have sufficient cash on hand or be able to generate sufficient cash to repay it, which may have an adverse effect on its business and operating results. Moreover, the 2025 Credit Agreement requires ChargePoint to dedicate a portion of its cash flow from operations to cash interest payments after the first four quarterly interest payments, thereby reducing the availability of ChargePoint's cash to fund working capital, capital expenditures and other general corporate purposes; increasing ChargePoint's vulnerability to adverse general economic, industry, or competitive developments or conditions; and limiting ChargePoint's flexibility in planning for, or reacting to, changes in its business and the industry in which it operates or in pursuing its strategic objectives.

ChargePoint may need to raise additional funds to support its operations and these funds may not be available when needed or may not be available on terms that are favorable to ChargePoint.

ChargePoint may need to raise additional capital in the future to further scale its business, expand to additional markets or repay or refinance its existing indebtedness, including its 2025 Senior Loan or 2028 Convertible Notes. ChargePoint may raise additional funds through the issuance of equity, equity-related or debt securities, or through obtaining credit from government or financial institutions. ChargePoint cannot be certain that additional funds will be available on favorable terms when required, or at all. In addition, if ChargePoint cannot raise additional funds when needed, its financial condition, results of operations, business and prospects could be materially and adversely affected. If ChargePoint raises funds through the issuance of debt securities or through loan arrangements, the terms of such arrangements could require significant interest payments or contain covenants that restrict ChargePoint's business, or other unfavorable terms, any of which could materially adversely affect ChargePoint's business.

ChargePoint has incurred substantial indebtedness that may decrease its business flexibility, access to capital, and/or increase its borrowing costs, and ChargePoint may still incur substantially more debt, which may adversely affect its operations and financial results.

The 2025 Credit Agreement includes broad restrictions and limitations on the additional indebtedness that ChargePoint and its subsidiaries may incur, provided, however, that, in addition to certain customary exceptions to such restrictions and limitations, ChargePoint may raise additional non-recourse indebtedness through a qualified receivables financing or qualified receivables factoring facility in a principal amount not to exceed the lesser of $75 million and fifty percent (50.0%) of the sum of ChargePoint's Working Capital Balances (as defined in the 2025 Credit Agreement). Further, in April 2022, ChargePoint originally issued the 2028 Convertible Notes. The indenture for the 2028 Convertible Notes includes a restrictive covenant that, subject to specified exceptions, limits the ability of ChargePoint and its subsidiaries to incur secured debt in excess of $750.0 million. In addition, the indenture for the 2028 Convertible Notes separately includes customary terms and covenants, including certain events of default after which the holders of the 2028 Convertible Notes may accelerate the maturity of the 2028 Convertible Notes and declare 100% of the outstanding principal of, and accrued and unpaid interest, if any, on the 2028 Convertible Notes to become due and payable immediately.

The 2025 Credit Agreement provides that ChargePoint's breach or failure to satisfy certain covenants may constitute an event of default. Upon the occurrence of an event of default, the lenders under the 2025 Credit Agreement could elect to declare all amounts outstanding under the 2025 Credit Agreement to be immediately due and payable. As a result of these and other terms in the 2025 Credit Agreement and 2028 Convertible Notes, ChargePoint's indebtedness may:

- limit ChargePoint's ability to borrow additional funds for working capital, capital expenditures, acquisitions or other general business purposes;
- limit ChargePoint's ability to use its cash flow or obtain additional financing for future working capital, capital expenditures, acquisitions or other general business purposes;
- require ChargePoint to use a substantial portion of its cash flow from operations to make debt service payments;
- limit ChargePoint's flexibility to plan for, or react to, changes in its business and industry;
- place ChargePoint at a competitive disadvantage compared to its less leveraged competitors; and
- increase ChargePoint's vulnerability to the impact of adverse economic and industry conditions.

Further, the indenture governing the 2028 Convertible Notes does not restrict ChargePoint's ability to incur additional indebtedness other than secured debt, and the 2025 Credit Agreement includes certain exceptions to the restrictions and limitations on additional indebtedness that ChargePoint and its subsidiaries may incur, as described above. As a result, ChargePoint and its subsidiaries may incur substantial additional indebtedness in the future.

ChargePoint has never paid cash dividends on its capital stock and does not anticipate paying dividends in the foreseeable future.

ChargePoint has never paid cash dividends on its capital stock and currently intends to retain any future earnings to fund the growth of its business. Any determination to pay dividends in the future will be at the discretion of ChargePoint's board of directors (the "Board") and will depend on its financial condition, operating results, capital requirements, general business conditions and other factors that the Board may deem relevant. As a result, capital appreciation, if any, of Common Stock will be the sole source of gain for the foreseeable future.

The price of ChargePoint's Common Stock may be subject to wide fluctuations and purchasers of ChargePoint's Common Stock could incur substantial losses.

The trading price of ChargePoint's Common Stock will be volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond ChargePoint's control. These factors include:

- actual or anticipated fluctuations in operating results;
- failure to meet or exceed financial estimates and projections of the investment community or that ChargePoint provides to the public;
- issuance of new or updated research or reports by securities analysts or changed recommendations for the industry in general;
- announcements of significant acquisitions, strategic partnerships, joint ventures, collaborations or capital commitments;
- changes in competitive factors;
- operating and share price performance of other companies in ChargePoint's industry or related markets;
- sales of shares of ChargePoint's Common Stock into the market;
- the timing and magnitude of investments in the growth of the business;
- actual or anticipated changes in laws and regulations, including U.S. monetary policy;
- additions or departures of key management or other personnel;
- increased labor costs;
- significant commercial disputes, litigation or threats of litigation with key commercial partners, investors or stockholders;
- disputes or other developments related to intellectual property or other proprietary rights, including litigation;
- the ability to market new and enhanced solutions on a timely basis;
- sales of substantial amounts of the Common Stock by the members of the Board, executive officers or significant stockholders or the perception that such sales could occur;
- changes in capital structure, including future issuances of securities or the incurrence of debt; and
- general economic, political and market conditions, including those resulting from the ongoing conflict between Russia and Ukraine, ongoing conflicts in the Middle East involving the United States, Iran, Israel and other Gulf States, rising political tensions with China and increased trade restrictions by governmental and private entities; and
- failure to maintain compliance with the listing standards of the NYSE.

In addition, the stock market in general, and the stock prices of technology companies in particular, have experienced extreme price and volume fluctuations. Broad market and industry factors likely have seriously affected and may continue to seriously affect the market price of ChargePoint's Common Stock, regardless of actual operating performance. In addition, in the past, following periods of volatility in the overall market and the market price of a particular company, such a company has often been subject to increased shareholder activism, hostile bid attempts or securities class action litigation. If ChargePoint is subject to increased shareholder activism, hostile bids or additional securities class action litigation as a result of actual and potential market price volatility described above, it could result in substantial costs, divert management's attention and resources and could have an adverse effect on ChargePoint's operating results, financial condition and results of operations.

ChargePoint is currently and may in the future be subject to securities class action and stockholder derivative actions. These, and potential similar or related litigation, could result in substantial damages, divert management's time and attention from ChargePoint's business and adversely impact its business, results of operations and financial condition.

ChargePoint is currently, and may in the future become, the target of securities class actions or stockholder derivative claims. Securities-related class action litigation has often been brought against companies as the result of volatility experienced in the market price of their securities. This risk is especially relevant for ChargePoint as it experiences significant stock price volatility in connection with the expansion of the developing electric vehicle charging infrastructure market and introduction of new products. Volatility in ChargePoint's stock price and other matters affecting ChargePoint's business and operations has, and may in the future, subject ChargePoint to actual and threatened securities class actions or stockholder derivative claims. For example, on November 29, 2023, a class action lawsuit alleging violations of federal securities laws was filed against ChargePoint and certain of its former officers, and a second class action lawsuit was filed on January 22, 2024. In May 2024, the U.S. District Court for the Northern District of California consolidated the class actions into one action captioned Khan v. ChargePoint Holdings, Inc., et al. The operative complaint alleges that ChargePoint and certain of its former officers made materially false and misleading statements in violation of Section 10(b) and Rule 10(b)-5(b) of the Exchange Act regarding, (1) ChargePoint's revenue; and (2) the value of ChargePoint's inventory. The plaintiffs also allege that ChargePoint and certain of its former officers engaged in a scheme to prematurely recognize revenue in violation of Section 10(b) and Rules 10(b)-5(a) and (c) of the Exchange Act. Derivative actions have been filed in the U.S. District Court for the District of Delaware, the U.S. District Court for the Northern District of California and Delaware Chancery Court against the Board and certain of its former officers, alleging that they breached their fiduciary duties to ChargePoint in connection with the same alleged events and alleged materially false and misleading statements asserted in the class action described above. In connection with the class action, ChargePoint could be forced to make significant payments to or other settlements with its stockholders and their lawyers that are outside of ChargePoint's insurance coverage, and such payments or settlement arrangements could have a material adverse effect on ChargePoint's business, operating results or financial condition. In addition, ChargePoint's involvement in these matters, as well as any future litigation or other administrative proceedings could cause ChargePoint to incur substantial expenses and could significantly divert the time and attention of ChargePoint's management. Any public announcements related to litigation or administrative proceedings initiated or threatened against ChargePoint could cause its stock price to decline. See Note 7, *Commitments and Contingencies* in Part I, Item 1, "Financial Statements" of this Quarterly Report on Form 10-Q, under "Legal Proceedings" for more information related to ChargePoint's existing securities class action and stockholder derivative actions.

Servicing the 2025 Senior Loan and 2028 Convertible Note obligations will require a significant amount of cash.

ChargePoint's ability to make scheduled payments of the principal of, to pay interest on, or to refinance its indebtedness, including the amounts payable under the 2025 Credit Agreement and 2028 Convertible Notes, depends on its future performance, which is subject to economic, financial, competitive, and other factors beyond its control. ChargePoint's business may not generate cash flow from operations in the future sufficient to service its indebtedness and make necessary capital expenditures.

The 2025 Senior Loan will bear interest at a fixed rate of 12.00% per annum, payable quarterly. For each of the first four quarterly interest payment dates after November 14, 2025, the Borrower may elect to pay Interest Shares in shares of Common Stock of ChargePoint, valued based on the 30-day VWAP preceding the applicable interest payment date and the Borrower did elect to pay Interest Shares for the first three quarterly interest payments. Issuance of Interest Shares is subject to a cap of 19.99% of the Company's outstanding shares of Common Stock to comply with NYSE listing requirements, unless stockholder approval is obtained. After the first four quarterly interest payments, ChargePoint will pay cash interest on a quarterly basis on each of February 15, May 15, August 15 and November 15. Interest on the 2028 Convertible Notes is payable semi-annually in arrears on April 1 and October 1, and the 2028 Convertible Notes will mature on April 1, 2028, unless redeemed, repurchased or converted in accordance with their terms prior to such date. ChargePoint can elect to make any interest payment with respect to the 2028 Convertible Notes in cash, or in kind through an increase in the principal amount of the 2028 Convertible Notes (PIK Interest) (or any combination thereof). To the extent ChargePoint elects PIK Interest, the 2028 Convertible Notes bear interest at a rate of 8.50% per annum, compared to 7.00% per annum to the extent paid in cash. For the interest periods from October 1, 2025 to April 1, 2026, ChargePoint elected the option of paying PIK Interest which increased the effective interest rate payable on the 2028 Convertible Notes, increased the capitalized principal amount of the 2028 Convertible Notes and may increase dilution to ChargePoint's stockholders to the extent the 2028 Convertible Notes are converted into shares of Common Stock pursuant to their terms. See Note 6, *Debt* in Part I, Item 1, "Financial Statements" of this Quarterly Report on Form 10-Q, under "2028 Convertible Notes" for more information related to ChargePoint's election of PIK Interest payments.

If ChargePoint is unable to generate sufficient cash flow to pay the principal and/or interest on its indebtedness, ChargePoint's flexibility in how it pays interest on the 2025 Senior Loan and 2028 Convertible Notes may be limited and it may be required to adopt one or more alternatives, such as selling assets, restructuring debt, or obtaining additional equity capital on terms that may be onerous or highly dilutive, to pay its outstanding indebtedness. ChargePoint's ability to refinance its indebtedness will depend on the capital markets and its financial condition at such time. For example, interest rate increases and/or other monetary policy changes, could ultimately result in higher short-term and/or long-term interest rates and could otherwise impact the general availability of credit. Higher prevailing interest rates and/or a tightening supply of credit would adversely affect the terms upon which ChargePoint would be able to refinance its indebtedness, if at all. As a result, ChargePoint may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on its debt obligations.

In the event of a change of control (as such term is defined in the 2025 Credit Agreement) holders of the outstanding principal amount of the 2025 Senior Loan will have the right to repayment of the outstanding initial term loan and an additional prepayment premium equal to (i) 3% of the outstanding initial term loan amount if made on or prior to November 14, 2027, or (ii) 2% of the outstanding initial term loan amount if made after November 14, 2027 and prior to November 14, 2028, in each case plus any accrued and unpaid interest. In the event of a fundamental change or a change in control transaction (each such term as defined in the indenture governing the 2028 Convertible Notes), holders of the 2028 Convertible Notes will have the right to require ChargePoint to repurchase all or a portion of their 2028 Convertible Notes at a price equal to 100% of the capitalized principal amount of 2028 Convertible Notes, in the case of a fundamental change, or 125% of the capitalized principal amount of 2028 Convertible Notes, in the case of a change in control transaction, in each case plus any accrued and unpaid interest to, but excluding, the repurchase date.

These features of the 2025 Senior Loan and 2028 Convertible Notes could have the effect of delaying or preventing a change of control of ChargePoint, whether or not it is desired by, or beneficial to, ChargePoint's stockholders, and may result in the acquisition of ChargePoint on terms less favorable to its stockholders than it would otherwise be, or could require ChargePoint to pay a portion of the consideration available in such a transaction to lenders under the 2025 Credit Agreement or holders of the 2028 Convertible Notes. In addition, upon conversion of the 2028 Convertible Notes, unless ChargePoint elects to deliver solely shares of its Common Stock to settle such conversion (other than paying cash in lieu of delivering any fractional share), ChargePoint will be required to make cash payments in respect of the 2028 Convertible Notes being converted. However, ChargePoint may not have enough available cash, or be able to obtain sufficient financing, at the time it is required to pay cash with respect to the 2028 Convertible Notes being converted.

The conditional conversion feature of the 2028 Convertible Notes, when triggered, may adversely affect ChargePoint's financial condition and operating results. In addition, any such conversion of the 2028 Convertible Notes will dilute the ownership interest of existing stockholders, including holders who had previously converted their 2028 Convertible Notes, or may otherwise depress ChargePoint's stock price.

Prior to the close of business on the business day immediately preceding January 1, 2027, the 2028 Convertible Notes will be convertible subject to the satisfaction of certain conditions set forth in the indenture for such 2028 Convertible Notes. On or after January 1, 2027, holders of the 2028 Convertible Notes will have the right to convert all or a portion of their 2028 Convertible Notes at any time prior to close of business on the second scheduled trading day immediately preceding the maturity date. Once any such conditional conversion feature of the 2028 Convertible Notes is triggered, holders of the 2028 Convertible Notes will be entitled to convert their 2028 Convertible Notes at any time during the specified periods at their option. If one or more holders elect to convert their 2028 Convertible Notes, unless ChargePoint elects to satisfy its conversion obligation by delivering solely shares of its Common Stock (other than paying cash in lieu of delivering any fractional share), ChargePoint would be required to settle a portion or all of its conversion obligation in cash, which could adversely affect its liquidity.

In addition, the conversion of some or all of the 2028 Convertible Notes will dilute the ownership interests of existing stockholders to the extent ChargePoint delivers shares of Common Stock upon such conversion. Any sales in the public market of ChargePoint Common Stock issuable upon such conversion could adversely affect prevailing market prices of ChargePoint Common Stock. In addition, the existence of the 2028 Convertible Notes may encourage short selling by market participants because the conversion of the 2028 Convertible Notes could be used to satisfy short positions, or anticipated conversion of the 2028 Convertible Notes into shares of ChargePoint's Common Stock could depress ChargePoint's stock price.

The accounting method for convertible debt securities that may be settled in cash, such as the 2028 Convertible Notes, could have a material effect on ChargePoint's reported financial results.

The accounting method for reflecting the 2028 Convertible Notes on ChargePoint's balance sheet, accruing interest expense for the 2028 Convertible Notes, and reflecting the underlying shares of its Common Stock in ChargePoint's reported diluted earnings per share may adversely affect its reported earnings and financial condition.

ChargePoint expects that, under applicable accounting principles, the initial liability carrying amount of the $11.8 million aggregate principal amount of convertible notes originally issued by ChargePoint on April 1, 2022 (the "Original Convertible Notes") will be the fair value of a similar debt instrument that does not have a conversion feature, valued using its cost of capital for straight, unconvertible debt. ChargePoint has reflected the difference between the net proceeds from the sale of the Original Convertible Notes and the initial carrying amount as a debt discount for accounting purposes, which is amortized into interest expense over the term of the Original Convertible Notes. The amendment of the indenture originally governing the Original Convertible Notes in October 2023 resulted in the Company utilizing modification accounting, which resulted in the increase in the fair value of the embedded conversion option feature to further reduce the carrying value of the

2028 Convertible Notes, as amended, resulting in an increase in debt issuance cost to be amortized to interest expense over the repayment period. As a result of this amortization, the interest expense to be recognized for the 2028 Convertible Notes for accounting purposes will be greater than the cash interest payments ChargePoint may pay on the 2028 Convertible Notes, were it to elect to pay interest in cash, which results in lower reported net income. The lower reported income (or higher net loss) resulting from this accounting treatment could depress the trading price of ChargePoint's Common Stock and the 2028 Convertible Notes. In addition, under Accounting Standards Update 2020-06, Debt--Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging--Contracts in Entity's Own Equity (Subtopic 815-40), diluted earnings per share is generally calculated assuming that all the 2028 Convertible Notes were converted solely into shares of Common Stock at the beginning of the reporting period, unless the result would be anti-dilutive. The application of this "if-converted" method may reduce ChargePoint's reported diluted earnings per share.

Furthermore, if any of the conditions to the convertibility of the 2028 Convertible Notes is satisfied, then ChargePoint may be required under applicable accounting standards to reclassify the liability carrying value of the 2028 Convertible Notes as a current, rather than a long-term, liability. This reclassification could be required even if no noteholders convert their 2028 Convertible Notes and could materially reduce ChargePoint's reported working capital.

ChargePoint recently completed a reverse stock split of its shares of Common Stock, which could adversely affect the market price and liquidity of ChargePoint's Common Stock due to the reduced number of shares outstanding and could potentially have an antitakeover effect.

On February 19, 2025, ChargePoint received a notification letter from the NYSE that it was not in compliance with the continued listing requirements of the NYSE because the average closing price of its Common Stock was less than $1.00 over a consecutive 30 trading-day period, which is the minimum price criteria required to maintain listing on the NYSE under Section 802.01C of the NYSE Listed Company Manual (the "Minimum Price Criteria"). On July 28, 2025, ChargePoint effected a 1-for-20 reverse stock split of its Common Stock (the "Reverse Stock Split") and its shares began trading on a post-split basis on July 28, 2025. Subsequently, ChargePoint received notice from the NYSE that as of July 31, 2025, ChargePoint was no longer considered below the Minimum Price Criteria. While ChargePoint intends to maintain continued compliance with the Minimum Price Criteria and the other listing requirements of the NYSE, there is no guarantee that ChargePoint will be successful. Further, if ChargePoint fails to meet the Minimum Price Criteria, and (i) ChargePoint has effected a reverse stock split over the prior one-year period or (ii) has effected one or more reverse stock splits over the prior two-year period with a cumulative ratio of 200 shares or more to one, then ChargePoint will not be eligible for any cure period specified in Section 802.01C of the NYSE Listed Company Manual and the NYSE will immediately commence suspension and delisting procedures with respect to ChargePoint's Common Stock in accordance with Section 804.00 of the NYSE Listed Company Manual. If, in the future, ChargePoint is unable to meet the Minimum Price Criteria or any other continued listing requirement of the NYSE, ChargePoint's Common Stock could be delisted from the NYSE. If ChargePoint's Common Stock were to be delisted, the liquidity of ChargePoint's Common Stock would be adversely affected and the market price of its Common Stock could decrease. In addition, trading of ChargePoint's Common Stock would likely be conducted on an over-the-counter market, such as those maintained by OTC Markets Group. Such a downgrading in ChargePoint's listing market could limit its ability to make a market in its Common Stock and could impact purchases or sales of its securities, and investors could find it more difficult to dispose of, or to obtain accurate quotations as to the price of, ChargePoint's Common Stock. To relist shares of ChargePoint's Common Stock on the NYSE, ChargePoint would also be required to meet the initial listing requirements for the NYSE, which are more stringent than the continued listing requirements.

Reducing the number of outstanding shares of ChargePoint's Common Stock through the Reverse Stock Split increased the per share trading price of ChargePoint's Common Stock which, in turn, caused ChargePoint to meet the Minimum Price Criteria. However, there is no assurance that:

- the market price per share of ChargePoint's Common Stock after the Reverse Stock Split will rise in proportion to the reduction in the number of shares outstanding before the Reverse Stock Split;
- the Reverse Stock Split will result in a per-share price that would attract brokers and investors who do not trade in lower-priced stocks;
- the Reverse Stock Split will result in a per-share price that will increase ChargePoint's ability to attract and retain employees and other service providers; or
- the Reverse Stock Split will promote greater liquidity for ChargePoint's stockholders with respect to their shares.

In addition, the Reverse Stock Split reduced the number of outstanding shares of ChargePoint's Common Stock without reducing the number of shares of available but unissued Common Stock, increasing the number of authorized but unissued shares of Common Stock. Therefore, the number of shares of ChargePoint's Common Stock that are authorized and unissued has increased relative to the number of issued and outstanding shares of ChargePoint's Common Stock following the Reverse Stock Split. The Board may authorize the issuance of the remaining authorized and unissued shares without further stockholder action for a variety of purposes, except as such stockholder approval may be required in particular cases by the Charter, applicable law or the rules of any stock exchange on which ChargePoint's securities may then be listed. The issuance of additional shares would be dilutive to ChargePoint's existing stockholders and may cause a decline in the trading price of ChargePoint's Common Stock. The issuance of authorized but unissued shares of Common Stock could be used to deter a potential takeover of ChargePoint that may otherwise be beneficial to stockholders by diluting the shares held by a potential suitor or issuing shares to a stockholder that will vote in accordance with the Board's desires. A takeover may be beneficial to independent stockholders because, among other reasons, a potential suitor may offer such stockholders a premium for their shares of stock compared to the then-existing market price. ChargePoint does not have any plans or proposals to adopt provisions or enter into agreements that may have material anti-takeover consequences.

The market price of ChargePoint's Common Stock is based on ChargePoint's performance and other factors, some of which are unrelated to the number of shares outstanding. If the market price of ChargePoint's Common Stock declines, the percentage decline as an absolute number and as a percentage of ChargePoint's overall market capitalization may be greater than would have occurred in the absence of the Reverse Stock Split.

The coverage of ChargePoint's business or its securities by securities or industry analysts or the absence thereof could adversely affect the trading price and volume of ChargePoint's Common Stock and other securities.

The trading market for ChargePoint's securities is influenced in part by the research and other reports that industry or securities analysts publish about ChargePoint or its business or industry from time to time. ChargePoint does not control these analysts or the content and opinions included in their reports. If no or few analysts continue equity research coverage of ChargePoint, the trading price and volume of ChargePoint's securities would likely be negatively impacted. If analysts do cover ChargePoint and one or more of them downgrade its securities, or if they issue other unfavorable commentary about ChargePoint or its industry or inaccurate research, the trading price of ChargePoint's Common Stock and other securities would likely decline. Furthermore, if one or more of these analysts cease coverage or fail to regularly publish reports on ChargePoint, it could lose visibility in the financial markets. Any of the foregoing would likely cause the trading price and volume of ChargePoint's Common Stock and other securities to decline.

Anti-takeover provisions contained in ChargePoint's governing documents and applicable laws could impair a takeover attempt.

ChargePoint's Charter and Amended and Restated Bylaws (the "A&R Bylaws") afford certain rights and powers to the Board that could contribute to the delay or prevention of an acquisition that it deems undesirable. ChargePoint is also subject to Section 203 of the Delaware General Corporation Law and other provisions of Delaware law that limit the ability of stockholders in certain situations to effect certain mergers. Any of the foregoing provisions and terms that have the effect of delaying or deterring a change in control could limit the opportunity for stockholders to receive a premium for their shares of their Common Stock and could also affect the price that some investors are willing to pay for the Common Stock. ChargePoint's Charter provides, subject to limited exceptions, that the Court of Chancery of the State of Delaware will be the sole and exclusive forum for certain stockholder litigation matters, which could limit stockholders' ability to obtain a more favorable judicial forum for disputes with ChargePoint or its directors, officers, employees or stockholders.

The Charter requires, to the fullest extent permitted by law, that derivative actions brought on behalf of ChargePoint, actions against current or former directors, officers, stockholders or, subject to certain exceptions, employees for breach of fiduciary duty and certain other actions may be brought in the Court of Chancery in the State of Delaware or, if that court lacks subject matter jurisdiction, another federal or state court situated in the State of Delaware. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of ChargePoint shall be deemed to have notice of and consented to the forum provisions in the certificate of incorporation. In addition, the Charter and A&R Bylaws provide that, unless ChargePoint consents in writing to another forum, the federal district courts of the United States shall, to the fullest extent of the law, be the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act of 1933, as amended, or the Exchange Act.

The choice of forum provision in ChargePoint's Charter may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with ChargePoint or any of its directors, officers, other employees or stockholders, which may discourage lawsuits with respect to such claims. Alternatively, if a court were to find the choice of forum provision to be inapplicable or unenforceable in an action, ChargePoint may incur additional costs associated with resolving such action in other jurisdictions, which could harm its business, operating results and financial condition.

Warrants are exercisable for ChargePoint's Common Stock, which would increase the number of shares eligible for future resale in the public market and result in dilution to ChargePoint's stockholders.

As of July 31, 2026, warrants to purchase ChargePoint's Common Stock were exercisable for 3,395,961 shares of Common Stock. Any shares of ChargePoint's Common Stock issued upon exercise of warrants, including the 2025 Warrants, will result in dilution to the then existing holders of Common Stock and increase the number of shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market could adversely affect the market price of ChargePoint's Common Stock.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Recent Sales of Unregistered Securities

2025 Senior Loan Interest Shares

During the quarter ended July 31, 2026, pursuant to the terms of the 2025 Credit Agreement, ChargePoint issued 404,834 shares of ChargePoint's Common Stock (the "Interest Shares") to the holders of the 2025 Senior Loan in lieu of paying cash interest. ChargePoint issued the Interest Shares in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act. ChargePoint received no proceeds in connection with the issuance of the Interest Shares. See Note 6, *Debt* in Part I, Item 1, "Financial Statements" of this Quarterly Report on Form 10-Q, for more information related to the Interest Shares.

Issuer Purchases of Equity Securities

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

(a) *None*

(b) *None*

(c) *Securities Trading Plans for Executive Officers and Directors*

During the three months ended July 31, 2026, none of ChargePoint's directors or executive officers adopted, modified or terminated a Rule 10b5-1 trading arrangement or adopted, modified or terminated a non-Rule 10b5-1 trading arrangement as defined in Item 408 of Regulation S-K.

ITEM 6. EXHIBITS

(a) Exhibits:

Exhibit No.	Description
10.1+‡^	Transition and Separation Agreement and General Release, between ChargePoint Holdings, Inc., ChargePoint, Inc., and David Vice, dated July 31, 2026.
10.2‡	First Amendment to Severance and Change in Control Agreement, between ChargePoint Holdings, Inc. and Richard Wilmer, dated June 29, 2026 (incorporated by reference to Exhibit 10.1 to ChargePoint Holdings, Inc.'s Current Report on Form 8-K (File No. 001-39004), filed with the SEC on June 30, 2026).
10.3‡	ChargePoint Holdings, Inc. Compensation Program for Non-Employee Directors, dated July 21, 2026 (incorporated by reference to Exhibit 10.1 to ChargePoint Holdings, Inc.'s Current Report on Form 8-K (File No. 001-39004), filed with the SEC on July 22, 2026).
31.1+	Certification of Chief Executive Officer required by Rule 13a-14(a) or Rule 15d-14(a)
31.2+	Certification of the Chief Financial Officer required by Rule 13a-14(a) or Rule 15d-14(a)
32.1**	Certification of Chief Executive Officer required by Rule 13a-14(b) or Rule 15d-14(b) and 18 U.S.C. 1350
32.2**	Certification of the Chief Financial Officer required by Rule 13a-14(b) or Rule 15d-14(b) and 18 U.S.C. 1350
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

+ Filed herewith.

** Furnished herewith.

‡ Denotes management compensatory plan, contract or arrangement.

^ Certain schedules and exhibits to this Exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the U.S. Securities and Exchange Commission upon request.

SIGNATURES

Pursuant to the requirements of the Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

September 4, 2026

CHARGEPOINT HOLDINGS, INC.

By:	/s/ Mansi Khetani
Name:	Mansi Khetani
Title:	Chief Financial Officer (Principal Financial Officer)

Exhibit 10.1

Transition and Separation Agreement and General Release

This Transition and Separation Agreement and General Release and Exhibits (collectively, the "***Agreement***") is entered into between David Vice, ChargePoint, Inc. (the "***Company***"), a wholly-owned subsidiary of ChargePoint Holdings, Inc. ("***Parent***"), and Parent. This Agreement concerns the terms of your transition and separation from employment and offers you certain benefits to which you would not otherwise be entitled, conditioned upon your provision of an effective general release of claims and covenant not to sue as provided below. If you agree to the terms outlined here, please sign and return this Agreement to me in the timeframe outlined below.

1. Transition and Separation from Employment: Effective as of July 28, 2026 (the "***Transition Date***"), you will resign from your position as Chief Revenue Officer of the Company and will be relieved of all duties with respect to the Company and Parent, except as otherwise set forth herein. For the entire period between the Transition Date and November 30, 2026 (the "***Separation Date,***" and such period the "***Transition Period***") you will be considered a non-executive "Advisor" to the Company, during which your duties will be limited to consulting on transition matters relating to your separation from the Company and assisting other initiatives and matters requested by the Chief Executive Officer from time to time prior to your Separation Date. By no later than the Separation Date, the Company will provide you a sum that represents all of your earned but unpaid compensation (the ***"Final Pay"***). You are not required to sign this Agreement to receive your Final Pay.

2. Transition and Severance Benefits:

a. *Transition Benefits*. Provided that your employment is not terminated prior to the Transition Date for any reason, during the Transition Period: (i) you will continue to be a Company employee and shall receive payment of your annualized base salary as in effect on the Transition Date, paid in accordance with the Company's ordinary payroll practices; (ii) you shall continue to participate in any welfare or retirement benefit plans in which you participated as of the Transition Date, subject to the eligibility and other terms and conditions of each such benefit plan; and (iii) your outstanding service-based Parent equity awards will remain outstanding and continue to vest in accordance with their terms as though you were providing full-time service to the Company; provided, however, that no vesting will occur unless and until the Effective Date (defined below). The benefits described in this Section 2(a) are referred to herein as the "***Transition Benefits***."

b. *Severance Benefits*. Within 60 days following the Separation Date, provided that your employment does not terminate for any reason prior to the Transition Date, you sign without revocation this Agreement and the Supplemental Release Agreement attached hereto as Exhibit A at the conclusion of the Transition Period, and provided you comply with and do not breach this Agreement or the PIIA (defined below), the Company will pay you: (1) a lump sum cash severance payment equal to six months of your annualized base salary as of the Transition Date, less all applicable deductions and withholdings; and (2) a lump sum cash payment equal to six months of monthly COBRA coverage for the employer portion of monthly COBRA premiums for you and, if applicable, your dependents, less all applicable deductions and withholdings. The benefits described in this Section 2(b) are referred to herein as the "***Severance Benefits***." For the avoidance of doubt, you acknowledge that you shall not be eligible to receive a payment under the Fiscal 2027 Executive Bonus Program or any other performance or discretionary bonus with respect to fiscal years 2027.

c. *Treatment of Equity Awards Following Separation Date.*

i. A list of your outstanding Parent equity awards is set forth on Exhibit B hereto. You acknowledge that Exhibit B accurately reflects a summary of your outstanding Parent equity awards and that you do not have any other rights to acquire any stock of Parent or the Company.

ii. On the Separation Date, a termination of your service will be deemed to occur for all purposes applicable to your Parent equity awards. As a result, no further vesting of your Parent equity awards will occur after the Separation Date, any unvested Parent equity awards will be automatically forfeited to the Company on the Separation Date and the post-termination exercise period applicable to any of your then-outstanding Parent stock options will begin on the Separation Date.

iii. Each of your Parent equity awards will continue to be governed by the terms and conditions of the stock plan pursuant to which it was granted and the applicable award agreement, as modified herein.

d. *Acknowledgement.* You acknowledge that these Transition Benefits and Severance Benefits are additional payments to you, that you are not otherwise entitled to them, and that they are expressly made in exchange for your acceptance of the terms set forth in this Agreement.

e. *Withholding.* All payments made by the Company under this Agreement shall be subject to any tax or other amounts required to be withheld by the Company under applicable law or as required pursuant to any benefit plan of the Parent or the Company.

3. Employee Representations: You acknowledge that the Company and Parent rely on the following representations by you entering into this Agreement:

a. You have not filed any administrative or judicial complaints, claims, or actions against the Company or any of the other Releasees for claims you are releasing in this Agreement;

b. You have reported to the Company any and all work-related injuries or occupational illnesses incurred by you during your employment with the Company;

c. You have been properly provided any leave requested and available to you under the Family and Medical Leave Act, the California Family Rights Act, or any other statute, local law and/or ordinance, and have not been subjected to any adverse treatment, conduct or actions due to a request for or taking such leave;

d. You have been properly compensated for all work you have performed for the Company;

e. You are not aware of any conduct by any person that constitutes a violation of Company policy, Parent policy or the Company's or Parent's legal or regulatory obligations, or any other suspected ethical or compliance issues on the part of the Company or any of the other Releasees that you have not brought to the attention of the Company;

f. You have not raised and are not aware of any unreported claim of improper sexual conduct, including sexual harassment or abuse, with the Company or Parent;

g. You are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement;

h. You have made your own investigation of the facts and are relying solely upon your own knowledge in entering into this Agreement;

i. You knowingly waive any claim that this Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid this Agreement based upon presently existing facts, known or unknown; and

j. You stipulate that the Company, in entering into this Agreement, is relying on these representations and warranties, all of which survive the execution of this Agreement.

4. Return of Company Property: You hereby warrant to the Company and Parent that, no later than July 28, 2026 (or earlier if requested by the Company), you will return to the Company all property or data of the Company of any type whatsoever that has been in your possession or control, including, but not limited to keys, access codes or devices, electronically stored documents or files, physical files, marketing documents, computer equipment, cell phone, personal digital assistant and passwords (collectively, "***Company Property***"). All electronic items will be returned in the same working condition in which they were issued. Return of Company Property is a condition precedent to the payment of Severance Benefits, which will not be processed until all Company property has been returned to the Company and this Agreement is signed.

5. Proprietary Information: You hereby acknowledge that you are bound by the Company's Employee Proprietary Information and Inventions Agreement (the "***PIIA***"), which you signed as a condition of your employment, and a copy of which is attached as Exhibit C, and that as a result of your employment with the Company you have had access to the Company's Proprietary Information (as defined in the PIIA), that you will hold all such Proprietary Information, in strictest confidence and that you will not make use of such Proprietary Information on behalf of anyone, except as required in the course of your employment with the Company. You further confirm that you will deliver to the Company, no later than the Separation Date, all documents and data of any nature containing or pertaining to such Proprietary Information, and that you will not take with you any such documents or data or any reproduction thereof. You understand that your obligations under the PIIA survive your separation from the Company.

6. General Release and Waiver of Claims:

a. The payments and promises set forth in this Agreement are in full satisfaction of all accrued salary, paid time off, bonus and commission pay, profit sharing, stock, stock options, restricted stock units or other ownership interest in the Company, termination benefits or other compensation to which you may be entitled by virtue of your employment with the Company, your separation from the Company or otherwise. To the fullest extent permitted by law, you (on behalf of yourself, and on behalf of your heirs, family members, executors, estates, agents and assigns, or any controlled affiliate and any trust or other entity of which you or said heirs, estates or family directly or indirectly hold a majority beneficial interest) hereby release and waive any other claims you may have against the Company, Parent and their owners, agents, officers, shareholders, employees, directors, attorneys, subscribers, subsidiaries, affiliates, successors and assigns (collectively "***Releasees***"), whether known or not known, including, without limitation, claims under any employment laws, including, but not limited to, claims of unlawful discharge,

breach of contract, breach of the covenant of good faith and fair dealing, fraud, violation of public policy, defamation, physical injury, emotional distress, claims for additional compensation or benefits arising out of your employment or your separation of employment, claims under Title VII of the 1964 Civil Rights Act, as amended, under the California Fair Employment and Housing Act, the California Labor Code, the California Government Code, the California Business and Professions Code, all California Wage Orders, the Family Medical Leave Act, the California Family Rights Act, and any other state laws and/or regulations relating to employment or employment discrimination, harassment or retaliation including, without limitation, claims based on age or under the Age Discrimination in Employment Act or Older Workers Benefit Protection Act (collectively, the "***ADEA***"), the Sarbanes-Oxley Act of 2002, the Rehabilitation Act, the Employee Retirement Income Security Act of 1974, as amended and/or claims based on disability or under the Americans with Disabilities Act (collectively, the "***Released Claims***"). The Released Claims also include claims of discrimination or retaliation on the basis of workers' compensation statute but do not include workers' compensation claims.

b. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prohibits you (or your attorney) from confidentially or otherwise communicating or filing a charge or complaint with a governmental or regulatory entity, participating in a governmental or regulatory entity investigation, or giving other disclosures to a governmental or regulatory entity concerning suspected violations of the law, in each case without receiving prior authorization from or having to disclose any such conduct to the Company, or from responding if properly subpoenaed or otherwise required to do so under applicable law. Nothing in this Agreement shall be construed to affect the Equal Employment Opportunity Commission's ("***Commission***"), National Labor Relations Board's, the Occupational Safety and Health Administration's, and the Securities and Exchange Commission's, or any federal, state, or local governmental agency or commission's ("***Governmental Agencies***") or any state agency's independent right and responsibility to enforce the law, nor does this Agreement affect your right to file a charge or participate in an investigation or proceeding conducted by either the Commission or any such Governmental Agency, although this Agreement does bar any claim that you might have to receive monetary damages in connection with any Commission or Governmental Agency proceeding concerning matters covered by this Agreement. This Agreement does not limit your right to receive an award or bounty for information provided to any Governmental Agencies, including under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("***Dodd-Frank***"). Further, nothing in this Agreement prohibits you from testifying in an administrative, legislative or judicial proceeding regarding alleged criminal conduct or sexual harassment, when you have been required or requested to attend a proceeding pursuant to court order, subpoena, or written request from an administrative agency or the legislature. Moreover, nothing in this Agreement prevents the disclosure of factual information relating to claims of sexual assault, sexual harassment, harassment or discrimination based on sex, failure to prevent harassment or discrimination based on sex or retaliation against a person for reporting an act of harassment or discrimination based on sex, as those claims are defined under the California Fair Employment and Housing Act, to the extent the claims are filed in a civil or administrative action, and to the extent such disclosures are protected by law.

By signing below, you expressly waive any benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

You hereby expressly waive any rights you may have under any other statute or common law principles of similar effect.

You, the Company and Parent do not intend to release claims that you may not release as a matter of law, including but not limited to claims for indemnity under California Labor Code Section 2802, or any claims for enforcement of this Agreement. To the fullest extent permitted by law, any dispute regarding the scope of this general release shall be determined by an arbitrator under the procedures set forth in the arbitration clause below.

c. Nothing in this Agreement shall alter or otherwise diminish the terms and conditions of the Indemnification Agreement applicable to you as a result of your employment by the Company as Chief Revenue Officer.

7. Covenant Not to Sue:

a. To the fullest extent permitted by law, at no time after you sign this Agreement will you pursue, or cause or knowingly permit the prosecution, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, of any charge, claim or action of any kind, nature and character whatsoever, known or unknown, which you may now have, have ever had, or may in the future have against Releasees, which is based in whole or in part on any matter released by this Agreement.

b. Nothing in this section shall prohibit or impair you, the Company or Parent from complying with all applicable laws, nor shall this Agreement be construed to obligate either party to commit (or aid or abet in the commission of) any unlawful act.

8. Attorneys' Fees: If any action is brought to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled, to the fullest extent permitted by law.

9. Confidentiality: Subject to the exceptions set forth in Section 6(b) above, the contents, terms and conditions of this Agreement must be kept confidential by you and may not be disclosed except to your immediate family, accountant or attorneys or pursuant to subpoena or court order or as otherwise required by applicable law. You agree that if you are asked for information concerning this Agreement, you will state only that you, the Company and Parent reached an amicable resolution of any disputes concerning your separation from the Company. Any breach of this confidentiality provision shall be deemed a material breach of this Agreement. Nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination based on a protected category or any other conduct that you have reason to believe is unlawful.

10. No Disparagement: Except as permitted by Section 6(b) above, you agree that you will never make any false or disparaging statements (orally or in writing) about the Parent, Company or their stockholders, directors, officers, employees, products, services or business practices, except as required by law. Notwithstanding anything contained in this Section to the contrary, neither you nor any person shall be prohibited from making truthful statements in connection with any litigation, arbitration, disposition or other legal proceeding, or as may be required by law, any subpoena or any governmental or quasi-governmental authority.

11. No Admission of Liability: This Agreement is not and shall not be construed or contended by you to be an admission or evidence of any wrongdoing or liability on the part of Releasees, their representatives, heirs, executors, attorneys, agents, partners, officers, shareholders, directors, employees, subsidiaries, affiliates, divisions, successors or assigns. This Agreement shall be afforded the maximum protection allowable under California Evidence Code Section 1152 and/or any other state or federal provisions of similar effect.

12. Complete and Voluntary Agreement: This Agreement, together with the Exhibits hereto, constitute the entire agreement between you and Releasees with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter, including but not limited to (i) that offer letter agreement, dated as of August 20, 2024, by and between you and the Company, and (ii) that Severance and Change in Control Agreement, approved by Parent (and, for the avoidance of doubt, such agreements described in clauses (i) and (ii) shall be considered terminated and cancelled effective as of the Transition Date). You acknowledge that neither Releasees nor their agents or attorneys have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this Agreement for the purpose of inducing you to execute the Agreement, and you acknowledge that you have executed this Agreement in reliance only upon such promises, representations and warranties as are contained herein, and that you are executing this Agreement voluntarily, free of any duress or coercion.

13. Severability: The provisions of this Agreement are severable, and if any part of it is found to be invalid or unenforceable, the other parts shall remain fully valid and enforceable. Specifically, should a court, arbitrator, or government agency conclude that a particular claim may not be released as a matter of law, it is the intention of the parties that the general release, the waiver of unknown claims and the covenant not to sue above shall otherwise remain effective to release any and all other claims.

14. Modification; Counterparts; Electronic/PDF Signatures: It is expressly agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement that specifically refers to this Agreement, executed by authorized representatives of each of the parties to this Agreement. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

15. Interpretation and Construction of Agreement: This Agreement shall be construed and interpreted in accordance with the laws of the state of California. Regardless of which party initially drafted this Agreement, it shall not be construed against any one party, and shall be construed and enforced as a mutually prepared Agreement. The headings in this Agreement are provided for reference only and shall not affect the substance of this Agreement. Any disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in Santa Clara County, California, in accordance with the then-current rules of JAMS, by one arbitrator mutually agreed upon by the parties.

16. Section 409A. The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply, with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"), so that none of the payments or benefits will be subject to the additional tax imposed under Code Section 409A, and any ambiguities herein will be interpreted in accordance with such intent. For purposes of Code Section 409A, each payment, installment or benefit payable under this Agreement is hereby designated as a separate payment. In addition, if the Company

determines that you are a "specified employee" under Code Section 409A(a)(2)(B)(i) at the time of your "separation from service" (within the meaning of Code Section 409A), then (i) any severance payments or benefits, to the extent that they are subject to Code Section 409A, will not be paid or otherwise provided until the first business day following (A) expiration of the six-month period measured from your "separation from service" or (B) the date of your death and (ii) any installments that otherwise would have been paid or provided prior to such date will be paid or provided in a lump sum when the severance payments or benefits commence. Further, to the extent that the consideration and non-revocation period for this Agreement and/or Supplemental Release spans two tax years, to the extent any payment subject to Code Section 409A is subject to the expiration of such consideration and/or non-revocation period and could be paid in either of such two tax years, such payment will be paid in the later of the two tax years to the extent required to comply with Code Section 409A.

17. Review of Separation Agreement; Expiration of Offer; Effective Date: You understand that you may take up to seven (7) calendar days to consider this Agreement before signing it (the "***Consideration Period***"). This Agreement is effective on the day it is signed by both Parties (the *"**Effective Date**"*).

18. Cooperation. Following the Transition Date, you agree to cooperate fully with the Company in the defense, prosecution, or conduct of any claims, actions, investigations, or reviews now in existence or which may be initiated in the future against, involving, or on behalf of the Company or its affiliates which relate to events or occurrences that transpired while you were employed by the Company ("***Matters***"). Your cooperation in connection with such Matters will include, but not be limited to, being available for telephone conferences with outside counsel and/or personnel of the Company, being available for interviews, depositions and/or to act as a witness on behalf of the Company, if reasonably requested. The Company will reimburse you for all reasonable out-of-pocket expenses incurred by you in connection with such cooperation.

19. Clawback Policy. You acknowledge that (i) you are and shall remain subject to any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law (the "***Clawback Policy***"), (ii) the Clawback Policy will apply both during and after your termination of employment, and (iii) you will abide by the terms of the Clawback Policy, including, without limitation, by reasonably promptly returning any recoverable compensation to the Company as required by the Clawback Policy, as determined by Parent's Board of Directors in its sole discretion.

(Remainder of Page Intentionally Left Blank; Signatures Follow Below)

If you agree to abide by the terms outlined in this Agreement, please sign below and return it to me within the timeframe noted above.

Sincerely,

Signed by:
Rick Wilmer
By:_D4B3CB6DD9DE4B1...
Rick Wilmer
Chief Executive Officer
ChargePoint Holdings, Inc.

Date: 31 July 2026 | 2:29 PM PDT

READ, UNDERSTOOD AND AGREED

Signed by:
David Vice
FD9FA93A67A94F1...
David Vice

Date: 31 July 2026 | 2:28 PM PDT

EXHIBIT A
Supplemental Release Agreement

To: David Vice

1. WHEREAS your last day of employment with ChargePoint Inc. (the "***Company***") was November 30, 2026 ("***Termination Date***"). Consistent with Section 2(b) of your Transition and Separation Agreement dated July 31, 2026, the Company shall pay you the Severance Benefits therein provided that all other conditions of the Transition and Separation Agreement are met and that you sign this Supplemental Release Agreement.

2. You may sign this Supplemental Release Agreement any time after you complete all duties for the Company on or after the Termination Date. This Supplemental Release Agreement was provided to you more than twenty-one (21) days prior to the Termination Date. Once you sign the Supplemental Release Agreement, you have seven (7) days to revoke your acceptance by submitting a written notice of revocation to Eric Batill at eric.batill@chargepoint.com. This Supplemental Release Agreement shall become effective upon the expiration of the 7-day revocation period, provided you do not exercise your ability to revoke.

3. General Release of Claims:

a. In consideration of the Severance Benefits that you are receiving as provided in Section 2(b) of your Transition and Separation Agreement, you agree that the payments and promises set forth therein are in full satisfaction of all accrued salary, paid time off, bonus and commission pay, profit sharing, stock, stock options, restricted stock units, performance-based restricted stock units or other ownership interest in the Company, termination benefits or other compensation to which you may be entitled by virtue of your employment with the Company, your separation from the Company or otherwise. To the fullest extent permitted by law, you (on behalf of yourself, and on behalf of your heirs, family members, executors, estates, agents and assigns, or any controlled affiliate and any trust or other entity of which you or said heirs, estates or family directly or indirectly hold a majority beneficial interest) hereby release and waive any other claims you may have against the Company, ChargePoint Holdings, Inc. ("***Parent***") and their owners, agents, officers, shareholders, employees, directors, attorneys, subscribers, subsidiaries, affiliates, successors and assigns (collectively "***Releasees***"), whether known or not known, including, without limitation, claims under any employment laws, including, but not limited to, claims of unlawful discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, violation of public policy, defamation, physical injury, emotional distress, claims for additional compensation or benefits arising out of your employment or your separation of employment, claims under Title VII of the 1964 Civil Rights Act, as amended, under the California Fair Employment and Housing Act, the California Labor Code, the California Government Code, the California Business and Professions Code, all California Wage Orders, the Family Medical Leave Act, the California Family Rights Act, and any other state laws and/or regulations relating to employment or employment discrimination, harassment or retaliation including, without limitation, claims based on age or under the Age Discrimination in Employment Act or Older Workers Benefit Protection Act (collectively, the "***ADEA***"), the Sarbanes-Oxley Act of 2002, the Rehabilitation Act, the Employee Retirement Income Security Act of 1974, as amended and/or claims based on disability or under the Americans with Disabilities Act (collectively, the "***Released Claims***"). The Released Claims also include claims of discrimination or retaliation on the basis of workers' compensation statute but do not include workers' compensation claims.

b. Notwithstanding anything in this Supplemental Release Agreement to the contrary, nothing in this Supplemental Release Agreement prohibits you (or your attorney) from confidentially or otherwise communicating or filing a charge or complaint with a governmental or regulatory entity,

participating in a governmental or regulatory entity investigation, or giving other disclosures to a governmental or regulatory entity concerning suspected violations of the law, in each case without receiving prior authorization from or having to disclose any such conduct to the Company, or from responding if properly subpoenaed or otherwise required to do so under applicable law. Nothing in this Supplemental Release Agreement shall be construed to affect the Equal Employment Opportunity Commission's ("***Commission***"), National Labor Relations Board's, the Occupational Safety and Health Administration's, and the Securities and Exchange Commission's, or any federal, state, or local governmental agency or commission's ("***Governmental Agencies***") or any state agency's independent right and responsibility to enforce the law, nor does this Supplemental Release Agreement affect your right to file a charge or participate in an investigation or proceeding conducted by either the Commission or any such Governmental Agency, although this Supplemental Release Agreement does bar any claim that you might have to receive monetary damages in connection with any Commission or Governmental Agency proceeding concerning matters covered by this Supplemental Release Agreement. This Supplemental Release Agreement does not limit your right to receive an award or bounty for information provided to any Governmental Agencies, including under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("***Dodd-Frank***"). Further, nothing in this Supplemental Release Agreement prohibits you from testifying in an administrative, legislative or judicial proceeding regarding alleged criminal conduct or sexual harassment, when you have been required or requested to attend a proceeding pursuant to court order, subpoena, or written request from an administrative agency or the legislature. Moreover, nothing in this Supplemental Release Agreement prevents the disclosure of factual information relating to claims of sexual assault, sexual harassment, harassment or discrimination based on sex, failure to prevent harassment or discrimination based on sex or retaliation against a person for reporting an act of harassment or discrimination based on sex, as those claims are defined under the California Fair Employment and Housing Act, to the extent the claims are filed in a civil or administrative action, and to the extent such disclosures are protected by law.

By signing below, you expressly waive any benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

You hereby expressly waive any rights you may have under any other statute or common law principles of similar effect.

You, the Company and Parent do not intend to release claims that you may not release as a matter of law, including but not limited to claims for indemnity under California Labor Code Section 2802, or any claims for enforcement of this Supplemental Release Agreement. To the fullest extent permitted by law, any dispute regarding the scope of this general release shall be determined by an arbitrator under the procedures set forth in the arbitration clause below.

c. Nothing in this Agreement shall alter or otherwise diminish the terms and conditions of the Indemnification Agreement applicable to you as a result of your employment by the Company as Chief Revenue Officer.

4. Covenant Not to Sue:

a. To the fullest extent permitted by law, at no time after you sign this Supplemental Release Agreement will you pursue, or cause or knowingly permit the prosecution, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, of any charge, claim or action of any kind, nature and character whatsoever, known or unknown, which you may now have, have ever had, or may in the future have against Releasees, which is based in whole or in part on any matter released by this Supplemental Release Agreement.

b. Nothing in this section shall prohibit or impair you, the Company or Parent from complying with all applicable laws, nor shall this Supplemental Release Agreement be construed to obligate either party to commit (or aid or abet in the commission of) any unlawful act.

5. Attorneys' Fees: If any action is brought to enforce the terms of this Supplemental Release Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled, to the fullest extent permitted by law.

6. Confidentiality: The contents, terms and conditions of this Supplemental Release Agreement must be kept confidential by you and may not be disclosed except to your immediate family, accountant or attorneys or pursuant to subpoena or court order or as otherwise required by applicable law. You agree that if you are asked for information concerning this Supplemental Release Agreement, you will state only that you, the Company and Parent reached an amicable resolution of any disputes concerning your separation from the Company. Any breach of this confidentiality provision shall be deemed a material breach of this Supplemental Release Agreement. Nothing in this Supplemental Release Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination based on a protected category or any other conduct that you have reason to believe is unlawful.

7. No Disparagement: Except as permitted by Section 3(b) above, you agree that you will never make any false or disparaging statements (orally or in writing) about the Parent, Company or their stockholders, directors, officers, employees, products, services or business practices, except as required by law. Notwithstanding anything contained in this Section to the contrary, neither you nor any other person shall be prohibited from making truthful statements in connection with any litigation, arbitration, deposition or other legal proceeding, or as may be required by law, any subpoena or any governmental or quasi-governmental authority.

8. No Admission of Liability: This Supplemental Release Agreement is not and shall not be construed or contended by you to be an admission or evidence of any wrongdoing or liability on the part of Releasees, their representatives, heirs, executors, attorneys, agents, partners, officers, shareholders, directors, employees, subsidiaries, affiliates, divisions, successors or assigns. This Supplemental Release Agreement shall be afforded the maximum protection allowable under California Evidence Code Section 1152 and/or any other state or federal provisions of similar effect.

9. Severability: The provisions of this Supplemental Release Agreement are severable, and if any part of it is found to be invalid or unenforceable, the other parts shall remain fully valid and enforceable. Specifically, should a court, arbitrator, or government agency conclude that a particular claim may not be released as a matter of law, it is the intention of the parties that the general release, the waiver of unknown claims and the covenant not to sue above shall otherwise remain effective to release any and all other claims.

10. Modification; Counterparts; Electronic/PDF Signatures: It is expressly agreed that this

Supplemental Release Agreement may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement that specifically refers to this Supplemental Release Agreement, executed by authorized representatives of each of the parties to this Supplemental Release Agreement. This Supplemental Release Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

11. Interpretation and Construction of Agreement: This Supplemental Release Agreement shall be construed and interpreted in accordance with the laws of the state of California. Regardless of which party initially drafted this Supplemental Release Agreement, it shall not be construed against any one party, and shall be construed and enforced as a mutually prepared Supplemental Release Agreement. The headings in this Supplemental Release Agreement are provided for reference only and shall not affect the substance of this Supplemental Release Agreement. Any disputes arising out of or relating to this Supplemental Release Agreement shall be resolved by binding arbitration in Santa Clara County, California, in accordance with the then-current rules of JAMS, by one arbitrator mutually agreed upon by the parties.

12. ADEA Claims: You acknowledge and understand that the release of claims under the ADEA, 29 U.S.C. Section 621-634, is subject to special waiver protections under 29 U.S.C. Section 626(f). In accordance with that section, you specifically agree that you are knowingly and voluntarily releasing and waiving any rights or claims of discrimination under the ADEA. In particular you acknowledge that you understand that:

a. this Agreement is written in a manner calculated to be understood by you;

b. you are not waiving any claims for age discrimination under the ADEA that may arise after the date you sign this Supplemental Release Agreement and you are not waiving vested benefits, if any;

c. you are waiving rights or claims for age discrimination under the ADEA arising up to the effective date of this Supplemental Release Agreement in exchange for payment described in Section 2 above, which is in addition to anything of value to which you are already entitled;

d. you are advised to consult with and have had an opportunity to consult with an attorney before signing this Supplemental Release Agreement and you are aware of the Consideration Period and Revocation Period as defined in this Supplemental Release Agreement.

13. Review of Separation Agreement; Expiration of Offer; Effective Date: You understand that you may take up to twenty-one (21) calendar days from the Separation Date (as set forth in Section 1 of the Transition and Separation Agreement) to consider this Supplemental Release Agreement (the "***Consideration Period***"). For this Supplemental Release Agreement to become effective, you must sign it and then return it to the Company by no later than twenty-one (21) calendar days after the Separation Date. The offer set forth in this Supplemental Release Agreement, if not accepted by you before the end of the Consideration Period, will automatically expire. You may not sign this Supplemental Release Agreement until you have completed all duties for the Company on the Separation Date. Changes to this Supplemental Release Agreement, whether material or immaterial, do not restart the Consideration Period. By signing below, you affirm that you were advised to consult with an attorney prior to signing this Supplemental Release Agreement. You also understand you may revoke your acceptance of this Supplemental Release Agreement within seven (7) calendar days of signing this document and that the consideration to be

provided to you pursuant to Section 2(b) of the Transition and Separation Agreement will be provided only after the expiration of that seven (7) day revocation period (the "***Revocation Period***"). Any revocation must be made in writing and delivered to Eric Batill at eric.batill@chargepoint.com. This Supplemental Release Agreement is effective on the eighth (8th) day after you sign it, provided you have not revoked the Supplemental Release Agreement as of that time (the "***Effective Date***").

14. Representations. You represent as follows: (i) you are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Supplemental Release Agreement; (ii) you have made your own investigation of the facts and are relying solely upon your own knowledge in entering into this Supplemental Release Agreement; and (iii) you knowingly waive any claim that this Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid this Supplemental Release Agreement based upon presently existing facts, known or unknown. You stipulate that the Company, in entering into this Supplemental Release Agreement, is relying on these representations and warranties, all of which survive the execution of this Supplemental Release Agreement.

READ, UNDERSTOOD AND AGREED

____

David Vice

Date: __________________________

EXHIBIT B
Parent Equity Awards*

*Omitted pursuant to Item 601(a)(5) of Regulation S-K. Company undertakes to provide omitted schedules and attachments to the SEC upon request.

EXHIBIT C
Employee Proprietary Information and Inventions Agreement

-chargepoint-

Exhibit B

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

This Agreement is made by and between the undersigned employee ("Employee") and ChargePoint, Inc., a Delaware corporation (the "Company"), and shall be effective as of the first day of Employee's employment by Company. This Agreement will survive termination of Employee's employment with Company. In consideration of Employee's employment with Company and the compensation now and hereafter paid to Employee by Company, Employee hereby confirms his or her agreement as follows:

I. General.
Employee's employment by Company is in a capacity in which he or she may have access to, or contribute to the production of, Confidential Information and Company Work Product (both as defined below). Employee's employment creates a relationship of confidence and trust between Company and Employee with respect to the Confidential Information and Company Work Product.

II. Definitions.

A. "**Confidential Information**" shall mean information or material (i) that is proprietary to Company or considered confidential by Company, whether or not designated or labeled as such, and (ii) that Employee creates, discovers or develops in whole or in part, or of which Employee obtains knowledge of or access to in the course of Employee's relationship with Company. Confidential Information may include, but is not limited to, designs, works of authorship, formulae, ideas, concepts, techniques, inventions, devices, improvements, know-how, methods, processes, drawings, specifications, models, data, diagrams, flow charts, research, procedures, computer programs, marketing techniques and materials, business, marketing, development and product plans, financial information, customer lists and contact information, personnel information, and other confidential business or technical information. For purposes of this Section 2, "Company" shall mean Company or any of its affiliates. INFORMATION THAT IS OR BECOMES PUBLICLY KNOWN WITHOUT FAULT ON EMPLOYEE'S PART SHALL NOT BE SUBJECT TO THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT.

B. "**Work Product**" shall mean inventions, data, ideas, designs, drawings, works of authorship, trademarks, service marks, trade names, service names, logos, developments, formulae, concepts, techniques, devices, improvements, know-how, methods, processes, programs and discoveries, whether or not patentable or protectable under applicable copyright or trademark law, or under other similar law, and whether or not reduced to practice or tangible form, together with any improvements thereon or thereto, derivative works therefrom, and intellectual property rights therein.

III. Confidentiality.
During the term of Employee's employment by Company and at all times thereafter, Employee will keep in strict confidence and trust all Confidential Information, and Employee will not, directly or indirectly, disclose, distribute, sell, transfer, use, lecture upon or publish any Confidential Information without the written consent of Company, except as may be necessary in the ordinary course of performing Employee's duties as an employee of Company.

A. Employee recognizes that Company has received and, in the future, will receive information from third parties which is subject to an obligation on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes.

Employee agrees, during the term of Employee's employment and thereafter, to hold all such confidential or proprietary information of third parties in the strictest confidence and not to disclose or use it, except as necessary in performing Employee's duties as an employee of Company consistent with Company's agreement with such third party. Employee agrees that such information will be subject to the terms of this Agreement as Confidential Information.

IV. Company Property. All apparatus, computers, computer files and media, notes, data, documents, reference materials, sketches, memoranda, records, drawings, engineering log books, equipment, lab/inventor notebooks, programs, prototypes, samples, equipment, tangible embodiments of information, and other physical property, whether or not pertaining to Confidential Information, furnished to Employee or produced by Employee or others in connection with Employee's employment, shall be and remain the sole property of Company and shall be returned promptly to Company as and when requested by Company. Should Company not so request, Employee shall return and deliver all such property to Company upon termination of Employee's employment. Employee may not retain any such property or any reproduction of such property upon such termination. Employee further agrees that any property situated on Company's premises and owned, leased, maintained or otherwise contracted for by Company, including, but not limited to, computers, computer files, e-mail, voicemail, disks and other electronic storage media, filing cabinets, desks or other work areas, are subject to inspection by Company's representatives at any time with or without notice.

V. Company Work Product. Employee agrees that any Work Product in whole or in part conceived, developed, made or reduced to practice by Employee (either solely or in conjunction with others) during or after the term of his or her employment with Company that (a) are made through the use of any of Company's trade secrets or other Confidential Information, (b) result from use of any equipment, facilities or supplies owned, leased, maintained or contracted for by Company, (c) relate to or are useful in Company's business, including, but not limited to, Company's design, experimental, production, financing, manufacturing, licensing, distribution or marketing activities, or Company's actual or demonstrably anticipated research and development, or (d) result from any work performed by Employee for Company (collectively, "**Company Work Product**") shall be owned exclusively by Company. Without limiting the foregoing, Employee agrees that any Company Work Product shall be deemed to be "works made for hire" as a matter of law. Employee hereby irrevocably assigns and transfers, and agrees to assign and transfer in the future on Company's request, to Company all right, title and interest in and to any Company Work Product, including, but not limited to, patents, copyrights and other intellectual property rights therein. Employee shall treat any such Company Work Product as Confidential Information of Company. Upon Company's request, Employee will execute all applications, assignments, instruments and other documents and

perform all acts as Company or its counsel may deem necessary or desirable to obtain, perfect or enforce any patents, copyright registrations or other protections on such Company Work Product and to otherwise protect the interests of Company therein.

Employee's obligation to assist Company in obtaining and enforcing the intellectual property and other rights in Company Work Product in any and all jurisdictions shall continue beyond the termination of Employee's employment, but, after such termination, Company shall compensate Employee at a rate not to exceed USD$200 per day for time actually spent by Employee on such assistance at Company's request. Employee acknowledges that Company may need to secure Employee's signature for lawful and necessary documents required to apply for, maintain or enforce intellectual property and other rights with respect to Company Work Product (including, but not limited to, renewals, extensions, continuations, divisions or continuations in part of patent applications).

Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents, as Employee's agents and attorneys-in-fact, to act for and in Employee's behalf and instead of Employee, to execute and file any such document(s) and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyright registrations and other protections on Company Work Product with the same legal force and effect as if executed by Employee. Employee further hereby waives and relinquishes any and all moral rights that Employee may have in the Company Work Product.

VI. Section 2870. This Agreement shall not be interpreted to assign to or vest in Company any of Employee's rights in any Work Product other than as set forth herein and shall be construed in accordance with the applicable provisions of California law. This Agreement does not apply to inventions which qualify fully for protection under California Labor Code Section 2870 ("**Section 2870**"). Employee understands that Employee bears the full burden of proving that the invention qualifies fully under Section 2870.

Section 2870 provides: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

VII. Pre-Employment Work Product.

A. Employee represents and warrants that Attachment A attached hereto, entitled "List of Work Product" is a true and complete list of all Work Product, if any, whether or not patented or copyrighted and whether or not reduced to practice, that were conceived, made or reduced to practice by Employee (either solely or in conjunction with others) prior to his or her employment by Company and that Employee wishes to exclude from the scope of this Agreement ("**Pre-Employment Work Product**"); provided, however, that any improvements,

whether or not reduced to practice, made to or on, or any derivative works made from, any of the listed Work Product after commencement of Employee's employment by Company are subject to the terms of Section 5 hereof. If no such list is attached to this Agreement, Employee represents that no Pre-Employment Work Product exists at the time of signing this Agreement. If, in the course of Employee's employment with Company, Employee incorporates into a product, program, service or process of Company a Pre-Employment Work Product, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide, transferable and sublicensable license to reproduce, prepare derivative works of, distribute, perform publicly, display publicly, make, have made, modify, use, sell, offer to sell, import and otherwise exploit such Pre-Employment Work Product as part of or in connection with such product, program, service or process. Notwithstanding the foregoing, Employee agrees that it will not use or incorporate any Pre-Employment Work Product in its work for Company without Company's prior written consent. Employee acknowledges and agrees that Company and its subsidiaries or affiliates are free to compete or develop information, inventions, programs, processes, services and products similar to the Pre- Employment Work Product.

B. Employee acknowledges that Company has a strict policy against using proprietary information belonging to any other person or entity without the express permission of the owner of that information. Employee represents and warrants that Employee's performance of all the terms of the Agreement and as an employee of Company does not and will not result in a breach of any duty owed by Employee to a third party to keep in confidence any information, knowledge or data. Employee has not brought and will not bring to Company, or use, induce Company to use, or disclose in the performance of Employee's duties any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity, unless Employee has obtained their written authorization for its possession and use.

VIII. Records. Employee agrees that he or she will keep and maintain adequate and current written records (in the form of notes, sketches, drawings or such other form(s) as may be specified by Company) of all Company Work Product made by Employee during the term of his or her employment with Company, which records shall be available at all times to Company and shall remain the sole property of Company.

IX. Presumption. If any application for any United States or foreign patent related to or useful in the business of Company or any customer of Company shall be filed by or for Employee during the period of one (1) year after Employee's employment is terminated, the subject matter covered by such application shall be presumed to have been conceived during Employee's employment with Company.

X. Agreements with Third Parties or the U.S. Government. Employee acknowledges that Company from time to time may have agreements with other persons or entities, or with the U.S. Government or agencies thereof, which impose obligations or restrictions on Company regarding inventions made during the course of work thereunder or regarding the confidential nature of such work. Employee agrees to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of Company thereunder.

XI. Injunctive Relief. Because of the unique nature of the Confidential Information and the Company Work Product, Employee understands and agrees that Company will suffer immediate and irreparable harm if Employee fails to comply with any of his or her obligations under this Agreement and that monetary damages will be inadequate to compensate Company for such breach.

Accordingly, Employee agrees that in the event of a breach or threatened breach of this Agreement, in addition to any other remedies available to it at law or in equity, Company will be entitled, without posting bond or other security, to injunctive relief to enforce the terms of this Agreement, including, but not limited to, restraining Employee from violating this Agreement or compelling Employee to cease and desist all unauthorized use and disclosure of the Confidential Information and Company Work Product. Employee will indemnify Company against any costs, including, but not limited to, reasonable legal fees and costs, incurred in obtaining relief against Employee's breach of this Agreement. Nothing in this section shall be construed as prohibiting Company from pursuing any other remedies available to it for such breach or threatened breach, including but not limited to recovery of damages.

XII. No Solicitation. Employee agrees that, during the period of his or her employment with Company and for a period of one (1) year following termination of such employment for any reason, Employee will not use the Company's Confidential Information to directly or indirectly (a) hire or recruit any employee or contractor of Company, or solicit or in any manner encourage employees or consultants of Company to end their relationships with Company; or (b) other than on behalf of Company, use the Company's Confidential Information to call on, solicit or take away the business of, or attempt to do any of the same, any customer of Company. Employee acknowledges and agrees that the names, addresses, contact information and product specifications of Company's customers constitute Confidential Information and that the sale or unauthorized use or disclosure of this or any other Confidential Information would constitute unfair competition with Company.

XII. Conflict of Interest. Employee shall not accept employment or consulting work or enter into a contract or accept an obligation inconsistent or incompatible with its obligations under this Agreement.

XIII. Disclosure of Obligations. Employee hereby authorizes Company to provide a copy of this Agreement and any exhibits hereto to any of Employee's future employers, and to notify any such future employers of Employee's obligations and Company's rights hereunder.

XIV. Employment at Will. Employee understands that Employee's employment is "at will" and that Employee or Company may terminate Employee's employment at any time, for any reason, with or without cause and with or without notice, but that Employee's obligations under this Agreement shall survive such termination. Nothing in this Agreement shall confer any right with respect to continuation of Employee's employment by Company, nor shall it interfere in any way with Employee's right or Company's right to terminate Employee's employment at any time.

XV. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. In the event that any provision hereof or any obligation or grant of rights by Employee hereunder is found invalid or unenforceable pursuant to judicial decree or decision, any such provision, obligation or grant of rights shall be deemed and construed to extend only to the maximum permitted by law, the invalid or unenforceable portions shall be severed, and the remainder of the Agreement shall remain valid and enforceable according to its terms. The Agreement may not be amended, waived or modified, except by an instrument in writing executed by Employee and a duly authorized representative of Company. This Agreement shall be binding upon the heirs, executors and administrators of

Employee and will inure to the benefit of Company and its successors and assigns.

XVI. Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

XVII. Jurisdiction and Venue; Waiver of Jury Trial. Except as expressly provided otherwise herein, Company and Employee each hereby irrevocably (a) submits to the exclusive jurisdiction of, and venue in, the courts of in the State of California and the United States, in each case located in the Northern District of California, and (b) waives any objection that it may have at any time to the laying of venue of such dispute brought in any such court, waives any claim that such dispute has been brought in an inconvenient forum, and waives the right to object, with respect to any such dispute, that such court does not have jurisdiction over such party. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees. Nothing herein shall limit the right of Company to obtain injunctive relief in any jurisdiction for violation of the portions of this Agreement dealing with protection of Confidential Information or Company Work Product.

XVIII. Acknowledgment. Employee acknowledges and agrees that employee is executing this agreement voluntarily and without any duress or undue influence by company or anyone else. Employee further acknowledges and agrees that employee has carefully read this agreement and that employee has asked any questions needed for employee to understand the terms, consequences and binding effect of this agreement and fully understand it, including that employee is waiving his or her right to a jury trial.

Finally, employee acknowledges and agrees that he or she has been afforded the right to consult with an attorney of his or her own choosing and, to the extent that employee has not done so; employee has not done so voluntarily and without coercion.

Employee agrees to the terms, and acknowledges receipt of a copy, of this Agreement.

EMPLOYEE:

Signed by:
792181568CBD43F...

8/20/2024 | 6:59 AM PDT

David Vice

CHARGEPOINT

Signed by:
Rick Wilmer
D4B3CB6DD9DE4B1...

8/17/2024 | 7:41 AM PDT

Rick Wilmer
President and Chief Executive Officer

ATTACHMENT A - PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

LIST OF PRE-EMPLOYMENT WORK PRODUCT

This List of Pre-Employment Work Product, along with any attached pages, is part of and incorporated by reference into the attached EMPLOYEE CONFIDENTIALITY AND INVENTIONS AGREEMENT (the "**Agreement**").

The following is a complete list of all Work Product which Employee made or conceived or first reduced to practice alone or jointly with others prior to Employee's employment by Company (collectively, "**Pre-Employment Work Product**"). Employee understands that Company will not require Employee to assign any rights Employee may have in any of the listed Pre-Employment Work Product, except any license granted under the Agreement. Employee further understands that the listed Pre-Employment Work Product will not be classified as Confidential Information or Work Product assigned to Company pursuant to Section 5. Employee represents that this list of Pre-Employment Work Product is complete.

______ No Pre-Employment Work Product to report.

______ See below.

______ Additional sheets attached.

Signed by:

DeV

792181568CBD43F...

David Vice

EXHIBIT 31.1

CERTIFICATION
PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Rick Wilmer, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended July 31, 2026 of ChargePoint Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

September 4, 2026

By: /s/ Rick Wilmer
Rick Wilmer
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION
PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mansi Khetani, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended July 31, 2026, of ChargePoint Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

September 4, 2026

By: /s/ Mansi Khetani
Mansi Khetani
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this quarterly report on Form 10-Q of ChargePoint Holdings, Inc. (the "Company") for the quarter ended July 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Rick Wilmer, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

a. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
b. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the period covered by the Report.

September 4, 2026		/s/ Rick Wilmer
	By:	Rick Wilmer
		Chief Executive Officer
		(Principal Executive Officer)

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this quarterly report on Form 10-Q of ChargePoint Holdings, Inc. (the "Company") for the quarter ended July 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mansi Khetani, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

a. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

b. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the period covered by the Report.

September 4, 2026

By: /s/ Mansi Khetani
Mansi Khetani
Chief Financial Officer
(Principal Financial Officer)