

SEMACONNECT, LLC

Network Services Program

THIS NETWORK SERVICES PROGRAM (“**Program**”) applies to the Networked Charging Station (“**Station**”) registered on the SemaConnect Network (“**Network**”). SemaConnect will provide you (“**You**”) with the “**Services**” described below.

Network Services

SemaConnect shall provide You with the following “**Services**.”

- (i) connectivity between your Network capable Charging Station and the SemaConnect Smart Network;
- (ii) a toll-free phone number operating during SemaConnect’s normal business hours to enable You to report problems with the Services or with a SemaConnect Electric Vehicle Charging Station;
- (iii) 24x7 remote monitoring of your Network capable Electric Vehicle Charging Station(s);
- (iv) collection and processing of revenue received through the SemaConnect Network;
- (v) remittance to You of collected revenue (less SemaConnect’s Payment Processing Fee which covers costs incurred in collecting and processing such revenue) periodically (but no less frequently than quarterly) in accordance with SemaConnect’s then-current policies and procedures posted on its website at www.semaconnect.com. The Payment Processing Fee is currently 5.0% of collected revenue and may change from time to time; and
- (vi) SemaConnect acts as a collection agent on your behalf, and as such, is not responsible for any uncollected and/or uncollectable charging fees. SemaConnect will provide User contact information, as provided to SemaConnect, in situation(s) where charging fees are uncollected after expiration of two (2) remittance periods following the charging session.

Payments

You shall pay SemaConnect an annual “**Service Subscription Fee**” of **Two Hundred-Forty Dollars (\$240.00)** per station enrolled on the Network (as such subscription fee may be increased by SemaConnect from year to year as provided below).

SemaConnect will invoice you at least thirty (30) days prior to the end of the subscription period for the next year’s Subscription Fee (subscription fee is set annually). You shall pay such charges to SemaConnect on or before the beginning of the next calendar month. You are also responsible for paying all taxes (such as sales or use taxes) associated with the Services (except those imposed on SemaConnect’s income and payroll). You must provide SemaConnect with a valid tax exemption certificate if you are legally exempt from taxes.

Term

This Agreement begins the day your station is registered on the SemaConnect Network and will continue for one-year successive terms unless you cancel this Agreement in writing at least thirty (30) days before the end of the current one-year term.

Termination

SemaConnect may terminate this Agreement with five (5) days written notice to You if you do not make payments on time or if You violate the confidentiality requirements in our Terms and Conditions. SemaConnect may also terminate this Agreement with thirty (30) days written notice if You violate any other Terms and Conditions. You may terminate this Agreement at your convenience with thirty (30) days prior written notice, but You will not receive a refund for any amount you have already paid. Please review the Terms and Conditions for other details about terminating this Agreement.

Effect of Termination

When this Agreement terminates: (i) SemaConnect shall immediately stop providing the Services to You, and You will have no more access to the Services. When this Agreement terminates, You and SemaConnect shall return any written confidential information of the other party to such party within fifteen (15) days of written demand.

Limitation of Liability

You acknowledge and agree that your payments to SEMACONNECT do not include consideration to SEMACONNECT for the risk of consequential, indirect or incidental damages which may arise in connection with your use of, or inability to use, the Network. THUS, SEMACONNECT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR USE OF, OR INABILITY TO USE, THE NETWORK OR THE SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SEMACONNECT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF SEMACONNECT FOR ALL CLAIMS WHATSOEVER RELATED TO THE PROGRAM, THE NETWORK OR THE SERVICES WILL NOT EXCEED THE AMOUNT OF THE CURRENT ANNUAL SERVICE SUBSCRIPTION FEE THAT YOU PAID FOR THE SERVICES.

THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF SEMACONNECT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Transferability

The Service is not be transferrable. The Service Subscription Fee is prepaid; pro-rata return of annual service fee is not available.

All inquiries or claims made under this Agreement must be sent to SEMACONNECT's address as follows:

SemaConnect, LLC
ATTN: Network Services
4961 Tesla Drive, Suite A
Bowie MD 20715
Phone: 1-800-663-5633
Fax: 1-301-352-4232
www.semaconnect.com