

**SEMACONNECT ELECTRIC VEHICLE CHARGING STATION  
PLACEMENT AND SERVICING AGREEMENT**

THIS SEMACONNECT ELECTRIC VEHICLE CHARGING STATION PLACEMENT AND SERVICING AGREEMENT this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between SEMACONNECT, INC., a Maryland corporation (“SemaConnect”), and \_\_\_\_\_, a \_\_\_\_\_ (“Customer”).

WHEREAS, SemaConnect and Customer desire to enter into this Agreement to install, operate and maintain electric vehicle charging stations (the “Charging Stations”) to be available to selected users identified by Customer (“Users”) the public and to be located at Customer’s property located \_\_\_\_\_ (the “Property”).

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, SemaConnect and Customer hereby agree as follows:

1. Term; Renewal. The initial term of this Agreement shall be five (5) years from the date of final installation and operational start of the Charging Stations (the “Initial Term”). The date of operational start of the service shall be referred to as “Subscription Start Date” and the planned Subscription Start Date shall be included in Exhibit C – “Site Survey Certificate” prior to signing this Agreement, and the confirmed “Subscription Start Date” shall be included in Exhibit D – “Installation Complete and Subscription Start Date Certificate” prior to the Subscription Start Date.
  - a. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive five-year periods unless and until terminated by either party pursuant to the terms hereof (any such renewal terms together with the Initial Term, the “Term”).
  - b. The Subscription Start Date shall be a maximum of ninety (90) days from the signing of this agreement.
2. Right to Operate Charging Stations. Customer hereby grants SemaConnect the exclusive right to operate and maintain the Charging Stations at the Property. The Charging Stations are more specifically described in Exhibit A attached hereto and made a part hereof.
3. Site Location. The exact location of the Charging Stations at the Property shall be mutually agreed in writing between the parties and shall be certified by Customer by completion of the Site Survey Certificate in the form attached as Exhibit C (the “Site Location”).
4. Licenses and Permits. Customer shall obtain, at its cost and expense, any and all necessary federal, state or municipal licenses, permits and/or approvals for the installation and operation of the Charging Stations. SemaConnect shall cooperate and assist as reasonably requested by SemaConnect in obtaining all of such licenses, permits and approvals.
5. Installation and Site Preparation by Customer. Following receipt of all necessary consents detailed in this Agreement, Customer shall arrange for the installation of the Charging Stations upon reasonable advance notice to SemaConnect. Customer’s responsibilities shall include site preparation and installation of the Charging Stations. Costs of installation shall be the sole responsibility of Customer. Customer shall be solely responsible for the interconnection of the Charging Stations with the Customer’s electric meter and utility lines. SemaConnect shall be responsible to provide the Charging Stations with a 4G LTE cellular capability and to pay for cellular service to the Charging Stations. Site preparation and installation may include electrical

service upgrades, installation of conduit and wiring, installation of wireless equipment, etc according to SemaConnect's required specifications available at [www.semaconnect.com/CaaS/CaaS-Installation\\_Requirements\\_Specification](http://www.semaconnect.com/CaaS/CaaS-Installation_Requirements_Specification). Customer shall certify completion of site preparation and installation by completing, signing and submitting to SemaConnect, Exhibit D - Installation Complete and Subscription Start Date Certificate.

6. Operation and Repair; Access. SemaConnect will be solely responsible for all necessary servicing and repair of the Charging Stations under the provisions of SemaConnect's CaaS Product Repair Program which is available at [www.semaconnect.com/CaaS/CaaS-Product\\_Repair\\_Agreement](http://www.semaconnect.com/CaaS/CaaS-Product_Repair_Agreement). In the event of any Charging Station failure, damage, or other problem requiring repair, replacement, adjustment or maintenance, Customer shall notify SemaConnect or a person designated by SemaConnect within forty-eight (48) hours of first becoming aware of such failure or problem. SemaConnect's servicing and repairs shall be accomplished within a commercially reasonable period following such notice from Customer. Customer will not permit anyone, other than an authorized representative or designee of SemaConnect to perform any service or repair work on the Charging Station without SemaConnect's prior written approval. SemaConnect or its representatives shall at any reasonable time and at all times during business hours have the right to enter into and upon the Site Location for the purpose of inspecting, replacing, repairing, maintaining, or upgrading the Charging Station and observing its use. Customer shall keep the Site Location clean and shall maintain the space surrounding the Charging Station in a safe, neat and orderly condition.
7. Other Agreements. This Agreement is subject to certain other agreements of SemaConnect. SemaConnect shall provide services for and relating to the Charging Stations under the provisions of SemaConnect's CaaS Network Service Program, a copy of which is available at [www.semaconnect.com/CaaS/CaaS-Network\\_Services\\_Agreement](http://www.semaconnect.com/CaaS/CaaS-Network_Services_Agreement) and that is incorporated by reference into this Agreement. This Agreement is subject to SemaConnect's CaaS Terms and Conditions, which are available at [www.semaconnect.com/CaaS/CaaS-Terms](http://www.semaconnect.com/CaaS/CaaS-Terms) and Conditions.
8. Use of SemaConnect Network. The operation of the Charging Stations shall be on SemaConnect's network and shall be governed by the terms and conditions of SemaConnect's Network Service Program. SemaConnect retains all right, title and interest in its network, the intellectual property associated therewith and any data or content derived from or generated by the Charging Stations and the network. Customer is granted a limited, non-exclusive, non-transferable license solely for purposes of the connection and operation of the Charging Station on the SemaConnect network.
9. Payments. Customer will be billed, quarterly in advance, for subscription fees. Subscription fees shall be as set forth in the SemaConnect CaaS Quote Form attached as Exhibit B. With respect to each subscription, SemaConnect will invoice Customer for its first payment on or after shipment of the SemaConnect EV charging stations for the first three months of program service. Thereafter, SemaConnect will either 1.) send Customer an invoice for each calendar quarter, or 2.) provide a remittance payment in the event User Fees (as described in Section 11) are greater than amount owed by Customer. The remittance payment shall be paid out periodically but no less frequently than once per quarter. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. If any amount owing by Customer under this Agreement is more than thirty (30) days overdue, SemaConnect may, without otherwise limiting SemaConnect's rights or remedies, terminate the subscription, suspend the use of the Charging Service, and/or enter onto Customer's premise for the purpose of reclaiming the Charging Stations. Customer shall be

liable for all costs, including reasonable attorneys' fees and Charging Station recovery fees, incurred by SemaConnect in connection with its efforts to collect any past due amounts.

10. Turn-Over of Users. The parties acknowledge that a User may from time to time relocate from the Property or otherwise cease to utilize a Charging Station. In such event, Customer shall endeavor to promptly locate a replacement User for the Charging Station and shall have the right to defer payment of the applicable subscription fee(s) for the lesser of (i) a period of up to ninety (90) days or (ii) the period where there is not a User for the Charging Station. The Customer may exercise this right one (1) time per five year agreement term.
11. User Fees; Collection by SemaConnect. Customer shall have the right to set user or convenience fees for use of the Charging Stations, subject to SemaConnect's policies and procedures. In accordance with SemaConnect's CaaS Network Service Program, SemaConnect will collect and process revenue imposed by Customer and collected from use of the Charging Stations and will remit such collected revenue (less SemaConnect's costs incurred in collecting and processing such revenue) from time to time (but no less frequently than quarterly) in accordance with SemaConnect's then-current policies and procedures posted on its website at [www.semaconnect.com/CaaS/CaaS-Network Services Agreement](http://www.semaconnect.com/CaaS/CaaS-Network-Services-Agreement). SemaConnect shall have the right to apply revenues collected from Users to payment of Customer's subscription fees due and payable quarterly hereunder and then remit to Customer any "net" revenues due to Customer.
12. Ownership of Charging Stations. The Charging Stations shall remain at all times the personal property of SemaConnect.
13. Customer Right to Property. Customer represents and warrants that it is the owner of the Property or that it holds a lease or option to renew the lease for the Property of equal or greater length than the Initial Term of this Agreement.
14. Customer Relocation. In the event Customer transfers or moves its business from the Site Location, Customer shall notify SemaConnect not less than thirty days prior to any such event; provided, that Customer shall be responsible for the cost of removal of Charging Stations at the old location and reinstallation at the new location by SemaConnect. If customer does not wish to relocate the Charging Stations at the new site, Customer is still responsible for payment in full of the subscription fees set forth on Exhibit B even in the event of Customer's relocation.
15. Indemnification. Except to the extent arising out of or related to the negligence or willful misconduct of Customer, its agents, employees or servants and as provided below with respect to Customer's breach of this Agreement, SemaConnect shall indemnify Customer and hold it harmless from and against any and all damages, liabilities and expenses incurred in connection with loss of life, personal injury and/or damage to property arising out of the Charging Station or any part thereof, of occasioned wholly or in part by any act or omission of SemaConnect, its agents, employees or servants. Customer shall indemnify and hold SemaConnect, its officers, directors, employees, agents, affiliates, successors and assigns harmless from and against all claims, liabilities, losses, damages, costs and expenses sustained by them (including court costs and attorneys' fees) arising out of or in any way connected with the breach of the Agreements by Customer or any of its affiliates, employees, officers or agents.
16. Termination.
  - a. Termination for Cause. Either party may terminate this Agreement, effective thirty days

after giving written notice of intent to terminate, upon the occurrence of a material breach provided that such breach continues for thirty days after notice of such breach. Notwithstanding a termination of this Agreement by SemaConnect as a result of Customer's material breach, Customer shall be responsible for payment in full of the subscription fees set forth on Exhibit B, and termination fees set forth on Exhibit A.

- b. Termination for Convenience. Customer may terminate this Agreement with sixty (60) days' prior written notice to SemaConnect; provided, that in connection with any early termination of this Agreement, Customer shall pay the termination fees set forth on Exhibit A.
- c. In the event of termination of this Agreement (including upon expiration of the Term), SemaConnect shall have the right to access the property and to remove the Charging Stations.

17. Notices. All notices hereunder shall be in writing and shall be deemed given by email at the email address listed below or by Fax at the number listed below or upon personal delivery by United States mail, first class postage fully prepaid, return receipt requested, addressed to SemaConnect and Customer at their respective addresses as listed below. Any party may change its email contact address or postal address for notice in accordance with the terms of this section.

If to SemaConnect:  
ATTN: CaaS Program  
4961 Tesla Drive, Suite A  
Bowie MD 20715  
Email: customerservice@semaconnect.com  
Phone: 1-800-663-5633  
Fax: 1-301-352-4232

If to Customer:  
\_\_\_\_\_

18. Costs and Expenses of Enforcement. If suit or action is instituted to enforce or interpret any of the terms of this Agreement, the substantially prevailing party shall be entitled to recover from the other party, in addition to costs, reasonable legal fees and expenses.
19. Assignment. Neither party may assign or dispose of any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. This Agreement is binding on the successors and permitted assigns of the parties.
20. Entire Agreement. This Agreement, including any schedule or exhibit attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof. There are no other promises, representations, terms, conditions or obligations other than those contained herein. This agreement supersedes all prior communications, representations or agreements, oral or written, between the parties and shall not be modified except in writing signed by both parties.
21. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland, without giving effect to principles of conflicts of laws

that would require the application of any other law.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date first written above.

\_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SemaConnect, Inc. \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### Description of Charging Solution

SemaConnect 5 Series Electric Vehicle Charging Stations

- Product details available at: [semaconnect.com](http://semaconnect.com)

SemaConnect CaaS Network Service Program

- Network service details available at: [semaconnect.com/CaaS](http://semaconnect.com/CaaS)

SemaConnect CaaS Product Repair Program

- Product repair program details available at: [semaconnect.com/CaaS](http://semaconnect.com/CaaS)

### Termination Fees

In the event that Customer terminates the Agreement in accordance with paragraph 16, Customer shall pay SemaConnect a one-time termination fee of \$500, and pay for the removal and return, including applicable shipping costs, of SemaConnect Electric Vehicle Charging Stations to the following address:

SemaConnect, Inc.  
4961 Tesla Drive  
Bowie, MD 20715

## **EXHIBIT B**

[ATTACH SemaConnect CaaS Quote Form]



## EXHIBIT C

### SemaConnect Site Survey Certificate

This Certificate is required to ensure that a site survey has been performed by the contractor selected by the Customer to prepare the site and install the SemaConnect electric vehicle charging stations for the CaaS program. The purpose of the site survey is to establish the full scope of work required to fully prepare the site and complete installation according to SemaConnect' specifications.

I, \_\_\_\_\_, hereby certify by signing below that a site survey has been performed to establish the scope of work required to prepare the site and install the SemaConnect electric vehicle charging stations to the specifications given in SemaConnect's CaaS - Installation Requirements Specification (available at : [semaconnect.com/CaaS](http://semaconnect.com/CaaS)). I also certify that the intended contractor to perform the work is listed below and the planned Subscription Start Date is as listed below.

<b>Customer</b>	
Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	

<b>Contractor</b>	
Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	

<b>Property Information</b>	
Property Name:	
Property Address:	

<b>Planned Subscription Start Date</b>	
Date:	

\_\_\_\_\_  
By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SemaConnect, Inc.  
\_\_\_\_\_  
By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Please complete and sign this Exhibit upon initial execution of this Agreement.**

## EXHIBIT D

### SemaConnect Installation Complete and Subscription Start Certificate

This Certificate is required to ensure that site preparation and installation of the SemaConnect electric vehicle charging stations has been completed according to SemaConnect's requirements.

I, \_\_\_\_\_, hereby certify that site preparation and installation of SemaConnect's electric vehicle charging stations has been completed as specified in SemaConnect's CaaS - Installation Requirements Specification (available at : [semaconnect.com/CaaS](http://semaconnect.com/CaaS)). I also certify that the contractor who performed the work and the confirmed subscription start date is as listed below.

#### Scope of Work:

1. All necessary electrical infrastructure has been installed per local codes and SemaConnect Specifications. **(Please provide picture of the open Electrical Panel)**  
\_\_\_\_\_ Initials
2. The SemaConnect electric vehicle charging stations have been installed with appropriate mounting device to SemaConnect Specifications. **(Please provide picture of installed electric vehicle charging stations)** \_\_\_\_\_ Initials
3. The cellular network at the location described above has been tested to be within cellular signal strength of -90dbm. \_\_\_\_\_ Initials
4. You have tested and verified that there is 30A of current for each dedicated circuit running to the station locations. \_\_\_\_\_ Initials
5. New 40 Amp breakers are in place. \_\_\_\_\_ Initial

<b>Customer</b>	
Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	

<b>Contractor</b>	
Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	

<b>Property Information</b>	
Property Name:	
Property Address:	

<b>Confirmed Subscription Start Date</b>	
Date:	

\_\_\_\_\_  
By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SemaConnect, Inc. \_\_\_\_\_  
By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Please complete and sign this Exhibit following installation completion.**