

**SEMACONNECT, INC. (“SemaConnect”)
CaaS Network Services Program**

THIS *CaaS 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 in connection with the Program.

Network Services

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

- (i) connectivity between the 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 the Network capable Electric Vehicle Charging Station(s);
- (iv) collection and processing of revenue received through the SemaConnect Network;
- (v) periodic remittance (but no less frequently than quarterly) to You of collected revenue from the Station (less SemaConnect’s Payment Processing Fee which covers costs incurred in collecting and processing such revenue) in accordance with SemaConnect’s then-current policies and procedures posted on its website at www.semaconnect.com. Further, SemaConnect shall have the right to apply revenues collected from users to payment of Your subscription fees due and payable quarterly under the Program and to remit to You any “net” revenues due to You from collected revenue for the Station. 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.

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 AMOUNTS PAID BY YOU TO SEMACONNECT IN CONNECTION WITH THE PROGRAM.**

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.

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

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

