

SEMACONNECT, INC.

CAAS Product Repair Agreement

This Product Repair Agreement (“**REPAIR AGREEMENT**”) applies to the SemaConnect 620™ or SemaConnect 520™ Networked Charging Station (“**Station**”) manufactured by SemaConnect, Inc. (“**SEMACONNECT**”) and ultimately delivered for installation on your property (“**SITE HOST**” or “**YOU**”).

Subject to the exclusions set forth below, SEMACONNECT agrees to replace and/or repair the Station during the term of the SemaConnect Charging as a Service program as set forth in the SemaConnect EV Placement and Service Agreement signed by YOU the SITE HOST. Upon verification of a repair claim, SEMACONNECT will provide a Replacement Station as described below or SEMACONNECT may, at its discretion, repair the Station.

EXCLUSIONS FROM Product Repair Agreement

This Repair Agreement does not apply to defect(s) resulting from any of the following:

- Alteration or modification made to the Station without written SEMACONNECT approval
- Improper site preparation
- Improper equipment installation
- Improper site maintenance
- Use of software, interfaces or parts not provided by SEMACONNECT

TERM

This Repair Agreement commences on your Subscription Start Date and is valid during the term of your SemaConnect Charging as a Service program as set forth in the SemaConnect EV Placement and Service Agreement signed by YOU the SITE HOST.

OBTAINING PRODUCT REPAIR SERVICE

To obtain product repair service you must: (a) obtain a return materials authorization number (“RMA#”) from SEMACONNECT by contacting Customer Service at 1-800-663-5633, and (b) allow SEMACONNECT to take possession of the Station being replaced or repaired under this REPAIR AGREEMENT. You 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 its receipt of Your notice.

SEMACONNECT will take possession of the Station being replaced and pay any transportation costs associated therewith. SEMACONNECT will be responsible for transportation cost for the Replacement Station furnished under this REPAIR AGREEMENT.

Notwithstanding anything to the contrary, if your Station is found to be not defective or otherwise ineligible for repair service, you will be invoiced for the Replacement Station at SEMACONNECT’s standard charges.

SEMACONNECT may choose to perform a Station repair at the Owner’s facility for expediency. At SEMACONNECT’s request, Owner agrees to provide access to a secure work area. On-site repairs are not available outside the United States.

The Station, together with all replaced parts, and any replacement are the property of SEMACONNECT.

SEMACONNECT’s Options: You acknowledge that a replacement Station may be provided by SEMACONNECT under this REPAIR AGREEMENT and that the replacement station may be remanufactured or reconditioned and, if the exact Station is no longer manufactured by SEMACONNECT, a Station with substantially similar functionality may be provided to You (“**Replacement Station**”). Should SEMACONNECT be unable to replace the Station (or its discretion, to repair the Station), SEMACONNECT will allow the SITE HOST to terminate the SemaConnect Charging as a Service Agreement without penalty; provided, that SITE HOST shall remain responsible for all subscription charges incurred prior to termination.

You are responsible for the proper initial installation of the Station unless installed by SEMACONNECT or a SEMACONNECT authorized service provider. SEMACONNECT shall be responsible for the installation of a Replacement Station provided under this REPAIR AGREEMENT.

Third Party Products. This REPAIR AGREEMENT excludes and does not apply to products manufactured by third parties (“**Third Party Products**”). If such third party manufacturers provide a separate warranty to SEMACONNECT with respect to the Third Party Product, SEMACONNECT may, at its sole option, make use of such warranty in connection with this REPAIR AGREEMENT.

REPAIR AGREEMENT LIMITATIONS

THIS REPAIR AGREEMENT IS SEMACONNECT’S EXCLUSIVE OBLIGATION TO YOU, AND NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES PROVIDED UNDER THIS REPAIR AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SEMACONNECT OR DISTRIBUTOR HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT. Some states or jurisdictions do not allow the exclusion of express or

implied warranties so this exclusion may not apply to you.

IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE MINIMUM EXTENT REQUIRED BY LAW.

NO AGENT OF SEMACONNECT IS AUTHORIZED TO ALTER OR EXCEED THE REPAIR AGREEMENT OBLIGATIONS OF SEMACONNECT.

SEMaconnect SPECIFICALLY DOES NOT WARRANT THAT ANY SOFTWARE WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

THE REMEDIES IN THIS REPAIR AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

LIMITATIONS OF LIABILITY

You acknowledge and agree that the amounts that You paid to SEMACONNECT or one of its authorized distributors does not include any consideration to SEMACONNECT or its authorized distributor for the risk of consequential, indirect or incidental damages which may arise in connection with Your use of, or inability to use, the Station. THUS, NEITHER SEMACONNECT NOR ITS AUTHORIZED DISTRIBUTOR WILL 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 STATION OR A REPLACEMENT STATION 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 OR ITS AUTHORIZED DISTRIBUTOR FOR ALL CLAIMS WHATSOEVER RELATED TO THE STATION, A REPLACEMENT STATION, THE SERVICE OR THE EV PLACEMENT AND SERVICE AGREEMENT, WILL NOT EXCEED THE AMOUNTS THAT YOU PAID TO SEMACONNECT OR SEMACONNECT'S DISTRIBUTOR.

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.

THIS REPAIR AGREEMENT PROVIDES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

ADDITIONAL INFORMATION

This REPAIR AGREEMENT is valid for U.S.A. and Canada only.

This REPAIR AGREEMENT shall be governed by and construed in accordance with the laws of the State of Maryland, U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

This REPAIR AGREEMENT and the EV Placement and Service Agreement are the entire and exclusive agreement between you and SEMACONNECT with respect to the Station and a Replacement Station, and any modification or waiver of any provision thereof is not effective unless expressly set forth in writing by an authorized representative of SEMACONNECT.

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

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