

SemaConnect, Inc.

Charging as a Service Terms & Conditions

1. SEMACONNECT TERMS AND CONDITIONS. The following terms and conditions govern all location of products (the “Products”) and rendering of services by SEMACONNECT, INC., a Maryland corporation (“SemaConnect”) to each customer of SemaConnect (“Customer”) under the SemaConnect Electronic Vehicle Charging Station Placement and Servicing Agreement. These terms and conditions (“Terms”) supersede any prior communication or agreement, written or verbal. No waiver, amendment or modification of these Terms will be effective unless in writing and signed by an officer of SemaConnect. The SemaConnect Electronic Vehicle Charging Station Placement and Servicing Agreement, all orders or other ordering documents, or other documents of SemaConnect applicable in connection with any delivery of Products or rendering of services, together with these Terms, shall be referred to as the “Agreements”. No order or other ordering document shall modify, amend or vary these Terms, unless specifically agreed in writing and signed by an officer of SemaConnect.

2. ORDERS. All orders shall be in writing and in form acceptable to SemaConnect and Customer. All orders are subject to written acceptance by SemaConnect in Bowie, Maryland, United States. SemaConnect reserves the right to reject and/or not to accept any order, in whole or in part, without incurring any liability for any such rejection. Any terms and conditions set forth in any order that are in addition to or different from any terms or conditions set forth in or expressly contemplated by these Terms shall be null and void and of no effect unless SemaConnect shall specifically agree in writing that such provision supersedes these Terms. An order must specify the Product description, quantity, pricing terms and delivery date. An order received without complete information may be returned for completion or rejected at SemaConnect’s discretion.

3. SHIPMENT. Transportation costs are the responsibility of SemaConnect; freight charges will be prepaid by SemaConnect. Customer shall examine the Products promptly upon

receipt of delivery from the carrier. Customer shall advise the carrier of any damages or shortages prior to acceptance of the Products and, except for any latent defects, shall advise SemaConnect of any claims with respect to shortages, damages or discrepancies within ten (10) days after receipt thereof.

4. DELAYS. SemaConnect's delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. The timing of delivery of Products and services is contingent upon acts of God, floods, fires, storms, strikes, delays in transportation, governmental restrictions, prohibitions, and regulations, inability on account of a cause beyond the reasonable control of SemaConnect to obtain necessary materials, components, services or facilities, or other interferences beyond SemaConnect's reasonable control, to the extent that the same prevent or delay the performance of SemaConnect's undertakings. In the event of such a delay, the delivery date shall be extended for a period equal to the time lost by reason of such delay.

5. RETURN POLICY. SemaConnect has a general "no return policy," except for defective Product that may be returned in accordance with SemaConnect's CaaS Product Repair Agreement. No return or cancellation of orders already accepted is permitted without prior written authorization of SemaConnect (obtained prior to shipment or after receipt). Approved returns will be subject to a return charge, and Customer will be responsible for all transportation charges. Customer is responsible for delivery of any returned goods to SemaConnect in the condition received to SemaConnect's location at 4961 Tesla Drive, Suite A, Bowie MD 20715.

6. PAYMENT AND CREDIT TERMS. Unless otherwise specifically agreed in an order, terms of payment are cash, due within thirty (30) days after the date of the Invoice. Any invoice not paid when due shall be subject to a late payment fee of one and one-half percent (1.5%) per month, or, if such rate exceeds that permitted by applicable law, then the highest lawful rate. Customer will also reimburse SemaConnect for all collection costs on any delinquent amounts, including, without limitation, reasonable attorneys' fees and court costs. Any overdue payment must be paid before additional shipments are made, and SemaConnect

reserves the right to cancel any order or refuse to accept or fill any order then outstanding until payment of overdue amounts. [SemaConnect shall have the right in its discretion to (a) limit the amount of credit that SemaConnect extends to Customer, and delay the delivery of Products and/or rendering of services based upon such limitations; (b) require full or partial payment in advance, (c) deliver Products to Customer C.O.D. or require payment to be secured by letters of credit, (d) require written guarantees or payment satisfactory to SemaConnect, or (e) cancel or refuse to accept or fill any order from Customer then outstanding or thereafter placed.][MARK – Not sure we want the final sentence for CaaS program?]

7. OWNERSHIP OF PRODUCTS. All Products shall remain the property of SemaConnect.

8. SEMACONNECT CaaS PRODUCT REPAIR AGREEMENT. The Products are subject to the SemaConnect CaaS PRODUCT REPAIR AGREEMENT that is a separate legal agreement of SemaConnect and that is incorporated by reference into these Terms. The SemaConnect PRODUCT REPAIR AGREEMENT sets forth product repair coverage and sets forth exclusions, disclaimers and limitations on product repair coverage. Any claim of Customer regarding a defective Product shall be subject to the terms and conditions of SemaConnect CaaS Product Repair Agreement.

9. LIMITATION OF DAMAGES. CUSTOMER'S SOLE REMEDY FOR A DEFECTIVE OR DAMAGED PRODUCT IS LIMITED TO REPLACEMENT OR REPAIR OF THE PRODUCT AS PROVIDED IN SEMACONNECT'S PRODUCT REPAIR AGREEMENT. Customer's payments to SemaConnect do not include consideration to SemaConnect for the risk of consequential, indirect or incidental damages which may arise in connection with Customer's use of, or inability to use, the Products or services. 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 CUSTOMER ARISING OUT OF OR RELATED TO USE OF, OR INABILITY TO USE, THE PRODUCTS OR 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 PRODUCTS OR THE SERVICES WILL NOT EXCEED THE AMOUNT OF CHARGES ACCURED AND PAID BY CUSTOMER PAID FOR THE PRODUCTS AND 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 each Customer.

10. INTELLECTUAL PROPERTY. All right title and interest in and to intellectual property of any kind associated with the Products, including, without limitation, embedded software is reserved to, and belongs to, SemaConnect. Customer agrees not to directly or indirectly disassemble, decode, peel components, decompile, modify, append, translate, copy, distribute, publicly display, disclose, sell, lease, loan, rent, transfer, assign, sub-license or otherwise reverse engineer or attempt to reverse engineer or derive source code from, or provide to third parties, the Products or software embedded in the Products (the “Software”) or any portion thereof, or permit or encourage any third party to do so, or use or acquire any materials from any third party who does so. Subject to these Terms and the Agreements, SemaConnect grants a non-exclusive, non-transferable license, without right of sub-license, for use of the Software and any upgrades thereto that SemaConnect may provide, at no additional cost, or at additional cost, as the case may be solely (i) with the Products and (ii) as instructed in SemaConnect’s printed installation and operation instructions. The Software is the property of SemaConnect, contains confidential and proprietary information of SemaConnect, and is protected by applicable patent and copyright laws and international treaties. Neither Customer nor any user of Product receives any other express or implied license or right to the Software under any patent, copyright, trademark, trade secret or other proprietary or intellectual property right. The Software and other SemaConnect confidential information shall be maintained in

confidence and protected as proprietary information by reasonable care, to prevent the unauthorized use of the Software outside of these Terms. The obligations under this Section shall continue indefinitely for as long as the Software continues to be confidential or proprietary to SemaConnect.

11. CONFIDENTIAL AND PROPRIETARY INFORMATION OF SEMACONNECT. Customer shall keep confidential any proprietary, non-public business information of SemaConnect, including plans and specifications, inventions, devices, formulas, processes, programs, software, documentation, manuals, programming aids, source codes, object codes, compilations, technology, know-how, price lists, costs, trade practices, and trade secrets relating to SemaConnect's business. Such information shall remain the exclusive property of SemaConnect and shall be returned to SemaConnect upon request at any time. The obligation of confidentiality shall survive the cancellation and/or termination of the Agreements for so long as the information continues to be confidential or proprietary to SemaConnect.

12. CUSTOMER COMPLIANCE. Customer and users of the Product and Services shall comply with these Terms and with the Agreements. Customer shall comply with all applicable laws and shall be responsible for obtaining all governmental permits, licenses and approvals, and satisfying all formalities with respect to the use of the Products. Customer represents and warrants that all Products provided by SemaConnect are for use in the United States and none shall be exported and/or transferred to parties outside the United States.

13. INDEMNIFICATION. 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.

14. MISCELLANEOUS. The Agreements shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, personal representatives and other legal representatives, successors and assigns, except that Customer may not assign its

rights or obligations under any of the Agreements without the prior written consent of SemaConnect. No failure or delay of SemaConnect to exercise any right or remedy pursuant to the Agreements shall affect such right or remedy or constitute a waiver by such party of any right or remedy thereto. If any provision hereof shall for any reason be held invalid or unenforceable by any court or other tribunal of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, but the Agreements shall be construed as if such invalid or unenforceable provision had never been contained herein, provided that the court or other tribunal making such finding of invalidity or unenforceability shall modify the scope or extent of the offending provision to the maximum extent allowable under the law to make the same enforceable. SemaConnect and Customer waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto, against the other on, or in respect of, or any matter whatsoever arising out of or in any way connected with the Agreements, the relationship between SemaConnect and Customer, and the Customer's use of any Products provided by SemaConnect, and/or any claim of injury or damage. The Agreements shall be governed by and construed and enforced in accordance with the laws of the State of Maryland. The parties hereby consent to the jurisdiction and venue of the federal and state courts of the State of Maryland with respect to any matter arising from the Agreements.