



SEMICAB PROFESSIONAL SERVICES TERMS

ADDENDUM TO MEMBERSHIP AGREEMENT

These SemiCab Professional Services Terms are and addendum (the “**Addendum**”) to the SemiCab Membership Agreement or other agreement governing Member’s access to and use of the SemiCab Platform (the “**Agreement**”). The following terms apply only if Member purchases SemiCab’s Professional Services.

1. **Incorporation by Reference.** This Addendum is incorporate into the Agreement by reference. Capitalized terms used in this Addendum shall have the meanings given to them in the Agreement. In the event of a conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail solely with respect to the subject matter of this Addendum.

2. **Professional Services.** Member entered into the Agreement and Order Documentation to access the SemiCab Platform and Software Professional Services as set forth therein. In connection with Member’s use of the SemiCab Platform, Member may contract to retain SemiCab to provide Member with the Professional Services set out in the applicable Statement of Work. The delivery of the Professional Services is expressly conditioned on Member’s acceptance of the terms and conditions of this Addendum and the Agreement.

3. **Statements of Work.** Member will order Professional Services by executing one or more written Statements of Work. SemiCab shall not be obligated to deliver such Professional Services until Member and SemiCab enter into one or more written Statements of Work specifically identifying the Professional Services to be delivered by SemiCab. If applicable, a Statement of Work shall identify the Professional Services that Member requests SemiCab to provide, the duration of the Professional Services, the fees payable by Member for the Professional Services, and the payment structure. To be effective, each Statement of Work must reference the Agreement, and be agreed to in writing by authorized representatives of SemiCab and Member, and once so agreed upon will be incorporated herein by reference. If no Statement of Work is executed in connection with the performance of the Professional Services, a SemiCab invoice referencing Agreement response to Member’s correct purchase order shall be SemiCab’s acceptance of the Professional Services transaction.

4. **Performance of Professional Services.** SemiCab will perform the Professional Services using such resources as SemiCab deems necessary in accordance with the terms and conditions of this Addendum, the Agreement and the applicable Statement of Work. The Professional Services shall be performed solely in relationship to Member’s use of the SemiCab Platform granted by SemiCab to Member under the Agreement. All terms of the Agreement and Statement of Work that are not specifically amended herein will remain in full effect. Nothing in this Addendum grants

Member any rights to the SemiCab Platform other than as explicitly stated herein. If SemiCab personnel are working on Member’s premises: (a) Member will provide a safe and secure working environment for such personnel; and (b) SemiCab will comply with all reasonable workplace safety and security standards and policies that are applicable to Member’s employees and of which Member notifies SemiCab in writing in advance of the commencement of any Professional Services hereunder.

5. **Member Responsibilities.** Member will provide SemiCab with access to Member’s sites and facilities during Member’s normal business hours as reasonably required by SemiCab to perform the Professional Services. Member will also make available to SemiCab any data, information and any other materials reasonably required by SemiCab to perform the Professional Services, including, but not limited to, any data, information or materials specifically identified in the Statement of Work (collectively, “**Member Materials**”).

6. **Relationship of the Parties.** SemiCab is performing the Professional Services as an independent contractor, not as an employee, agent, joint venturer or partner of Member. SemiCab acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Member makes available to its employees.

7. **Fees and Compensation.** As consideration for the Professional Services, Member will pay SemiCab fees in accordance with the terms set forth in the applicable Statement of Work.

8. **Ownership.** Material and associated intellectual property rights developed by a party prior to or outside of the scope of a Statement of Work (“**Pre-Existing Material**”) shall be, as between the parties, owned by the developing party. SemiCab shall own all rights, title and interest in all scripts, methodologies, processes, and documentation, and all intellectual property rights therein, developed during the provision of the Professional Services involving, but not limited to, the implementation, integration, configuration, activation or installation of the SemiCab Platform or other products of SemiCab into Member’s environment and/or the optimization of Member’s use of the SemiCab Platform (collectively, the “**SemiCab-Owned Work Product**”). SemiCab hereby grants to Member, for the Subscription Term applicable to the subscribed Software Services under the Agreement, a nonexclusive, worldwide, right to use, reproduce and create derivative works of any Pre-Existing Material owned by SemiCab and incorporated into deliverables of the Professional Services, and the SemiCab-Owned Work Product, for Member’s internal business purposes to aid in Member’s use of subscribed Software Services.

9. **Warranty.** SemiCab warrants that, for a period of ninety (90) days from the completion of the Professional Services (the “**Warranty Period**”) the Professional Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. If during the Warranty Period, SemiCab receives from Member a written notice of the Professional Service’s non-conformance with the provisions set forth in this Section 9, SemiCab will, as Member’s sole and exclusive remedy and SemiCab’s entire liability for any breach of the foregoing warranty, at its sole option and expense, promptly re-perform the non-conforming Professional Services or refund to Member the fees paid for the non-conforming Professional Services. THE FOREGOING STATES MEMBER’S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS RELATED TO THE PROFESSIONAL SERVICES.

10. **Entire Addendum.** The parties acknowledge that they have had previous discussions related to SemiCab’s performance of Professional Services for Member. This Addendum, together with any Statements of Work, Order Documentation incorporated herein by reference and the Agreement, constitute the complete and exclusive understanding and agreement between the parties on the subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to such.