

SOFTWARE LICENSE AGREEMENT

Effective as of April 1, 2021

IMPORTANT – Use of an Alliance for Automotive Innovation (“AAI”) computer software program or application(s) (“AAI Software”) is conditioned upon acceptance of this Software License Agreement (“Agreement”). This Agreement is by and between AAI and each end user (“You” or the “Authorized User” or with “your”), through the authorized representative of the purchasing entity identified in the applicable order form or documentation (paper or online) (“Order”) for the AAI Software.

1. **LICENSE GRANT(S).** The AAI Software is provided by AAI, and such software may include manuals, instructions, or other documentation as provided by AAI from time to time (“Documentation”). Unless otherwise stated, all references herein to the AAI Software shall include any such Documentation provided by AAI in any form or medium from time to time, and which describe the functionality, components, features, or requirements of the AAI Software, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

1.1. **Current Version.** Subject to payment of the applicable fee as set forth on the Order, this Agreement provides to You and your employees, and agents and/or contractors that are identified by you each year and that are actively engaged in new vehicle certification testing for products, who are allowed to use the AAI Software (“Authorized User”) a limited, revocable, non-exclusive, non-transferable, and non-assignable license, to use internally, the then-current calendar year version(s) of the AAI Software conditioned on your continued compliance with the terms and conditions of this Agreement.

1.2. **Prior Version(s).** Subject to your compliance with the terms and conditions of this Agreement, this Agreement provides to You and your Authorized Users a limited, revocable, non-exclusive, non-transferable, and non-assignable license to use internally any version(s) of AAI Software released by AAI during any calendar year prior to the then-current calendar year.

1.3. **General Purpose Rights(s).** In each case with respect to either of the foregoing grants, You and your Authorized Users shall use any version of the AAI Software solely to verify vehicles meet SAE J1699/3 and SAE J1699/5 standards for communications. Additional usage parameters may be set forth on the applicable Order and with respect to the permissible number of users, devices, computers, or systems with which the AAI Software may be utilized.

2. **RESTRICTIONS.** You acknowledge that You shall not use the AAI Software or Documentation for any purposes beyond the scope of the access and use rights granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, You shall not, at any time, directly or indirectly (including through any agency, department, contractor, consultant, or advisor): (i) modify, translate, decompile, remove or alter any proprietary notices or labels, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use the AAI Software in any manner not expressly permitted herein; (ii) translate, reverse engineer, decompile or disassemble the AAI Software, except to the extent applicable laws specifically prohibit such restriction; (iii) alter or remove any copyright or proprietary rights notices or legends appearing on or in the AAI Software; or (iv) disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure implemented in or with the AAI Software. In connection with the foregoing, You agree to take reasonable steps to prevent such unauthorized utilization. You shall promptly notify AAI of any known, threatened or suspected infringement or unauthorized use of the AAI Software (or any component thereof) by any third party. AAI, in its sole discretion, shall determine what action, if any, should be taken in response to any such infringement or unauthorized use. You shall take no action to enforce any rights in the AAI Software against any third party without the prior written approval of AAI, which AAI may withhold in its sole discretion. You shall cooperate with all reasonable requests for assistance by AAI in connection with all of the foregoing, including, without limitation, making personnel available to testify and providing relevant documentation and information.

3. **AUTHORIZED USER OBLIGATIONS.** You are responsible for maintaining the confidentiality of any associated user identifications and passwords for access to the AAI Software. You further agree that You shall:

(a) disclose the user identifications and passwords only to your Authorized Users; (b) instruct your Authorized Users to protect the user identifications and passwords against disclosure to third parties; and (c) if an Authorized User leaves your employ, You will be responsible for de-activating the user identification and password. You are responsible and liable for all uses of the AAI Software and Documentation resulting from access provided by You, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. You represent and warrant that You have the requisite power and authority to enter into this Agreement and/or perform the Authorized User's obligations hereunder, and this Agreement is a legal, valid, and binding obligation enforceable in accordance with its terms. You must use the AAI Software in compliance with all applicable laws with respect to your use. In particular, You shall not export the AAI Software (or access thereto) without complying with such laws, orders, restrictions, or regulations. Unless otherwise agreed and except for Third Party Materials (defined below in Section 10) included within the AAI Software, You also agree to assume all responsibility for obtaining and paying for all licenses and costs for third party software and hardware necessary for implementation of the AAI Software and maintaining and backing up any of your data notwithstanding any of AAI's responsibilities. Any support, training, updates, upgrades, storage, security, or maintenance of or for the AAI Software shall only be available pursuant to the terms and conditions of a separate written agreement with AAI.

4. **CONSIDERATION.** License fees for the AAI Software are payable in accordance with the terms of the applicable order documentation. Failure to make payment of any amount due to AAI thereunder shall be deemed a material breach of this Agreement, terminable in accordance with the provisions hereof. All payments shall be made in U.S. Dollars without deduction, set-off, or counterclaim. You shall pay all federal, state, and local sales or use taxes or other duties assessed against its receipt and use of and payment for AAI Software hereunder.

5. **FEEDBACK.** If You send or transmit any communications or materials to AAI by mail, email, telephone, or otherwise, suggesting or recommending changes to the AAI Software or related Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), AAI is free to use such Feedback irrespective of any other obligation or limitation. You hereby assign to AAI on your behalf all right, title, and interest in the Feedback, and AAI is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although AAI is not required to use any Feedback.

6. **OTHER TERMS AND CONDITIONS.** This Agreement remains subject to the applicable Order. This Agreement is only for the permitted licensed use of the AAI Software. But in the event of any conflict between such Order (or associated governing agreement) with respect to use of the AAI Software, this Agreement shall control.

7. **CONFIDENTIALITY.** You agree to maintain the AAI Software in confidence. Accordingly, You shall secure and protect the AAI Software in a manner consistent with the maintenance of AAI's rights therein. Furthermore, You understand, acknowledge, and agree that when using the AAI Software, You may view or receive other confidential, sensitive, non-public, and/or proprietary information belonging to AAI and/or its third-party providers ("Confidential Information"). You may not share, transmit, or otherwise disclose such Confidential Information to any third party for any purpose whatsoever, or provide any third party with access to the AAI Software which would allow such third party to view or receive Confidential Information. You may not make any copy, reproduction, or derivation of any Confidential Information made available to You through the Service in any medium without AAI's express prior written permission in each instance, which may be granted or withheld in AAI's sole and absolute discretion. Without limiting the foregoing, upon the termination of this Agreement for any reason, You must immediately delete any Confidential Information, together with all copies, reproductions, or derivations thereof in any medium, in your possession or control. The foregoing obligation(s) shall not apply in the event You must disclose the Confidential Information: (i) as reasonably necessary to effectuate the term of this Agreement; (ii) for required tax, financial reporting, or other government (or regulatory) compliance purpose(s) and so long as any such authorized recipient is first advised that such disclosure and use is subject to this confidentiality provision of this Agreement; or (iii) to any other person or entity, if required by an applicable order, law, rule, or regulation of a court or body with competent jurisdiction and provided that such recipient is advised that such disclosure and use is subject to the confidentiality provision of this Agreement and the disclosure is limited to that portion of the Confidential Information required to be disclosed by the applicable court or body and the applicable order, law, rule, or regulation.

8. **PROPRIETARY RIGHTS.** This Agreement provides only a limited license to use the AAI Software. All rights not expressly granted are hereby reserved. Nothing in this Agreement shall be deemed to restrict or limit in any way, AAI's right to directly or indirectly market, license, use, or distribute its products and services, including the AAI Software, anywhere in the world or to any other party or person. The AAI Software is proprietary to AAI, and all right, title and interest thereto remains solely with AAI or its authorized suppliers. Except as expressly provided herein, AAI does not grant any other express or implied right to the AAI Software to You or any other person or entity. No title to or ownership of the AAI Software or any permitted copies thereof, or to any intellectual property or proprietary rights therein, is transferred to You. You acknowledge(s) that the AAI Software constitutes valuable proprietary products and trade secrets of AAI, embodying substantial creative efforts and Confidential Information (defined herein), ideas, and expressions. All applicable rights to patents, copyrights, trademarks, and trade secrets in the AAI Software shall remain solely with AAI. You shall not use AAI's name or any AAI product name, logo, trademark, service mark, or other designation in any manner, except to identify AAI as the source of the products and services provided hereunder, without the prior written consent of AAI.

9. **RIGHT TO MONITOR.** You acknowledge that AAI reserves the right, at any time and without notice, to monitor compliance with the terms of this Agreement and to otherwise protect its rights in the AAI Software by incorporating license management technology into the AAI Software and monitoring usage, including without limitation, time, date, access or other controls, counters, serial numbers, and/or other security devices. AAI reserves the right, with reasonable notice and during your normal business hours, to audit or have audited your use of the AAI Software (including an inspection of your offices during reasonable business hours) to verify compliance with the terms of this Agreement.

10. **THIRD-PARTY MATERIALS.** You acknowledge that the AAI Software may include or incorporate certain code, content, tools, components, and other materials owned by and/or licensed from third parties ("Third Party Materials"). The restrictions contained herein with respect to your use of the AAI Software generally apply in full force and effect to all Third Party Materials included or integrated in the AAI Software. Without limiting any other disclaimer or provision herein, You acknowledge(s) that AAI makes no representation or warranty of any kind with respect to the quality, accuracy, or integrity of Third Party Materials.

11. **DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY AGREED BY AAI, THE AAI SOFTWARE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND AAI MAY MAKE MODIFICATIONS AND/OR CHANGES IN THE AAI SOFTWARE AT ANY TIME AND FOR ANY REASON. YOU ASSUME FULL RESPONSIBILITY FOR: (i) THE SELECTION OF THE AAI SOFTWARE; (ii) THE PROPER INSTALLATION AND USE OF THE AAI SOFTWARE; (iii) VERIFYING THE RESULTS OBTAINED FROM THE USE OF THE AAI SOFTWARE; (iv) TAKING APPROPRIATE MEASURES TO PREVENT LOSS OF DATA, PROTECT AGAINST VIRUSES AND PROTECT AGAINST SECURITY BREACH; AND (v) PROCURING AND MAINTAINING THE PROPER HARDWARE, SYSTEMS, AND/OR NETWORK INFRASTRUCTURE REQUIRED FOR OPERATION OF THE AAI SOFTWARE. AAI DOES NOT WARRANT THAT THE QUALITY OR PERFORMANCE OF THE AAI SOFTWARE SHALL MEET YOU AND YOUR'S REQUIREMENTS; THAT THE AAI SOFTWARE WILL BE COMPATIBLE WITH ANY PARTICULAR USER PLATFORM OR INTERFACE; THAT YOU SHALL BE ABLE TO ACHIEVE ANY PARTICULAR RESULTS FROM USE OF THE AAI SOFTWARE; OR THAT THE AAI SOFTWARE SHALL OPERATE FREE FROM ERROR. OTHER THAN THE RIGHT TO FULFILL ITS OBLIGATIONS UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT TO WHICH AAI HAS AGREED TO TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AAI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF INTERFERENCE WITH ENJOYMENT OF INFORMATION, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

12. **LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT AAI SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY CLAIM, DAMAGE, OR LOSS RESULTING FROM A CAUSE BEYOND AAI'S CONTROL. AAI ALSO ASSUMES NO RESPONSIBILITY FOR YOUR FAILURE TO COMPLY WITH ANY APPLICABLE LAW OR REGULATION. YOU ALSO ACKNOWLEDGE AND AGREE THAT AAI WILL NOT BE LIABLE TO YOU, OR ANYONE CLAIMING UNDER OR THROUGH

YOU, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF BUSINESS, PROFITS, OR INFORMATION), REGARDLESS OF WHETHER AAI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR INDIVIDUAL RIGHTS DIFFER FROM ANY OBLIGATIONS THAT AAI MAY OWE TO ANY ENTITY PURSUANT TO A SEPARATE WRITTEN AGREEMENT WITH AAI. ACCORDINGLY, THE ENTIRE LIABILITY OF AAI FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU DURING THE PRIOR TWELVE (12) MONTH PERIOD PRECEDING THE DATE YOU MAKE YOUR CLAIM AGAINST AAI.

13. **TERM AND TERMINATION.** This Agreement shall commence the earlier of the Order date, date of first use, or date of first access by You (“Effective Date”) and terminate at the end of the calendar year noted in the item description within the applicable order documentation. This Agreement may be terminated by AAI if after thirty (30) days’ notice from AAI, a material breach of this Agreement by You remains uncured. This Agreement may be terminated without cause by You at any time upon thirty (30) days’ notice to AAI. Upon expiration or termination of this Agreement for any reason, You shall cease all use of and access to the AAI Software. Termination or expiration does not relieve You of its obligations regarding confidentiality of the AAI Software or any outstanding obligations to pay fees applicable to the period prior to termination or expiration. Termination under this Section is in addition to, and not in lieu of, any other remedies available to AAI at law or in equity. Upon expiration or termination of this Agreement, You must destroy all copies of any aspect of the AAI Software in your possession. Further, on the expiration or termination of this Agreement, You shall promptly return to AAI all copies, whether in written, electronic, or other form or media, of AAI’s Confidential Information, or destroy all such copies and certify in writing to AAI that such Confidential Information has been destroyed. your obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to You; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

14. **GOVERNING LAW.** This Agreement is governed by and construed in accordance with the laws of the District of Columbia. You acknowledge and agree that a breach or threatened breach by an Authorized User of this Agreement would cause AAI irreparable harm for which monetary damages would not be an adequate remedy. You therefore agree that, in the event of such breach or threatened breach, AAI will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available to AAI at law, in equity, or otherwise.

15. **MISCELLANEOUS.** You may not assign your rights or obligations to any other person or entity without AAI’s prior written consent. Failure by AAI to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by AAI of that or any subsequent default or failure of performance. If any provision (or part thereof) contained in this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between You and AAI as a result of this Agreement or your utilization of the AAI Software. Headings herein are for convenience only. This Agreement, together with any associated Order (and the governing agreement by which this Agreement is incorporated by reference) constitute the entire agreement between You and AAI with respect to use of the AAI Software and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in a separate writing signed by an authorized representative of You and AAI.