

Automile terms and conditions

Automile (“Automile”, “we” or “us”)

Effective as of: March 23, 2020

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

THE TERMS AND CONDITIONS SET FORTH BELOW (THE “TERMS”) GOVERN YOUR USE OF THE WEBSITE LOCATED AT WWW.AUTOMILE.UK.COM (THE “SITE”) AND THE HARDWARE PRODUCTS AND SERVICES SOLD OR LEASED TO YOU BY AUTOMILE (COLLECTIVELY, THE “SERVICES”). THESE TERMS ARE A LEGAL AGREEMENT BETWEEN YOU AND AUTOMILE AND GOVERN YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE SITE. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, THE SERVICES OR ANY INFORMATION CONTAINED ON THE SITE. YOUR USE OF THE SITE AND/OR THE SERVICES WILL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW.

WE MAY MODIFY THE TERMS AT ANY TIME, IN OUR SOLE DISCRETION. IF YOU CONTINUE TO USE THE SERVICES AFTER WE’VE NOTIFIED YOU THAT THE TERMS HAVE BEEN MODIFIED, YOU ARE AGREEING TO BE BOUND BY THE MODIFIED TERMS. IF YOU DON’T AGREE TO BE BOUND BY THE MODIFIED TERMS THEN YOU MAY NO LONGER USE THE SERVICES. BECAUSE OUR SERVICES CONTINUE TO EVOLVE, WE MAY CHANGE OR DISCONTINUE ALL OR ANY PART OF THE SERVICES, AT ANY TIME AND WITHOUT NOTICE, IN OUR SOLE DISCRETION.

YOU REPRESENT, ACKNOWLEDGE AND AGREE THAT: (I) IF YOU ARE ACTING ON YOUR OWN BEHALF, YOU ARE AT LEAST 18 YEARS OF AGE; OR (II) IF YOU ARE REGISTERING ON BEHALF OF A COMPANY, OR OTHER LEGAL ENTITY, THEN YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE ALL AUTHORITY NECESSARY TO BIND THE COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT TO THESE TERMS. IF ACTING FOR A COMPANY OR OTHER LEGAL ENTITY THE TERMS “YOU” AND “YOUR” WILL REFER TO THAT ORGANIZATION.

AUTOMILE DOES NOT SUPPORT EVERY MAKE AND MODEL VEHICLE. BEFORE USING THE SERVICES, PLEASE ENSURE YOUR VEHICLE IS SUPPORTED.

Choice of Law, Venue and Contracting Entity

If you reside in the United States, your contractual relationship is with Automile, Inc., a United States company, and our agreement is governed by the law of California, USA, and arbitration will apply as stated below. If you reside in Norway, your relationship is with Automile, AS, and our agreement is governed by the laws of Norway, with Oslo District Court as exclusive venue. If you reside anywhere else in the world, your relationship is with Automile AB, and our agreement is governed by the laws of Sweden, with Stockholm District Court as exclusive venue. You may have additional rights under the law. We do not seek to limit those rights where it is prohibited to do so by law.

Account and Registration

In order to use the Services offered you must become a registered user and establish an account (“Account”) and receive or establish a password (“Password”). In the case of a legal entity, each person that is authorised by you to use the Services on your behalf will need to establish a username and password. In registering you agree to provide true, accurate, current and complete information about yourself as prompted by our registration form (“Registration Data”) and to maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any Registration Data that is untrue, inaccurate, not complete or incomplete, or Automile has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Automile has the right to suspend or terminate your Account and to refuse any and all current or future use of the Services (or any portion thereof) by you. You are responsible for all activities that occur under your Account and your Password. You agree to notify Automile immediately of any unauthorised use of your Account or Password or any other breach of security. You agree that you are responsible for any losses arising out of the unauthorised use of your Account.

In the event you change or deactivate your mobile telephone number, you agree to promptly update your Automile account information to ensure that messages are not sent to a person that may acquire your old number. In the event that you fail to comply with the obligation to promptly update your Automile account information, you accept full responsibility for any of your messages that may not be delivered or may be sent to the person that acquires your old number.

Description of Services

The Services include (a) all mobile applications and other software (“Software”), data, reports, text, images, and other content made available by us, on the Site or otherwise and (b) all Automile devices (the “Hardware”) that may be connected to your vehicle or assets separately or in connection with the Service. and (c) any other services provided to you by Automile. Hardware may be purchased or leased. Any new features or updates added to the Services are also subject to these Terms. You agree and consent that we may automatically through the Services or over-the-air update the Software without any further notice to you. You acknowledge and agree that any obligation we may have to support any version of the Software may be ended upon our making available to you any update, upgrade and/or implementation of additional features.

Automile has no obligation or liability to you if you fail to properly install the Hardware in your vehicle. Failure to properly install Hardware may cause the Services to function improperly, erratically, or not at all. You are responsible for carefully reading and following all installation instructions in any Automile user manual or installation guide provided with the Hardware or on the Site.

You understand and agree that the Services are provided in part through systems which are not owned or controlled by Automile including, but not limited to the Internet, mobile telephone carriers and GPS location providers. As such, the Services may from time to time have reduced

or lost functionality, delays, disruptions from interruptions, errors or other faults of such third party providers. We have no control over such third party providers and we have no liability if such faults should occur.

The Services are provided on a subscription basis and all subscriptions are twelve (12) months duration, unless otherwise agreed, and subscription fees are paid annually in advance. Subscriptions will automatically renew for additional twelve (12) month terms unless either party gives not less than thirty (30) days prior written notice of its intent not to renew. Customer shall send such notice to billing@automile.uk.com.

The Services may contain software that is the sole property of third parties or is open source software. Such software is provided subject to the terms and conditions of such third party or under such open source license. You acknowledge and agree that by using the Services you are bound to these third party licenses or terms of use. For example, we use Google Maps to provide certain features of the Services, and by signing up for an account and using the Services you acknowledge and agree that you are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy).

Trial Period

If you are using the Services on a trial basis, you may only use the Services for the limited trial period specified by us or on the Site at the time of your order, solely for the purpose of evaluating suitability. Your trial use is subject to these Terms. At the conclusion of your trial period, you will have to immediately cease all use of the Services, and return the Hardware (upon your request, we will provide you with a free return label you may use), or else you will be considered to have purchased a subscription of the Services as from the last date of the trial period. If you choose to cease using the Services, you will get a refund on your upfront payment of the Fee, provided we have received the Hardware in resellable condition in return within 10 days after the last date of the trial period.

Alerts and Notifications

As part of the Services we provide, you may (if enabled) receive push notifications, text messages, alerts, emails, or other types of messages directly sent to you outside or inside the App (“Push Messages”). You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services (with the possible exception of infrequent, important service announcements and administrative messages). Please be aware that third party messaging fees may occur for some of the Push Messages depending on the message plan you have with your wireless carrier.

License and Use of the Services

LICENSE GRANT. Automile grants you, subject to all of the terms and conditions included in the Terms, a limited, non-exclusive, non-transferable, non-sublicensable license to permit you and your employees, agents and contractors (each, an “Authorised User” and, collectively, “Authorised Users”) to access and use Automile’s Services. You will ensure each Authorised User’s compliance with the restrictions and obligations set forth in these Terms and you will

be responsible for any breach of such restrictions and obligations by an Authorised User as if committed by you. The Services may not be resold, leased, sublicensed, distributed, assigned, displayed, accessed or used by anyone other than you, or for any purpose other than your use of the Services for your or your internal business use. Except as expressly licensed herein, you will acquire no rights in, and Automile grants no rights with respect to, the Services. No implied licenses are granted and Automile reserves all rights not expressly granted herein.

ACCESS AND USE. You represent and warrant that, at all times, Authorised Users will access and use the Services solely in full compliance with all applicable laws and regulations in the jurisdictions in which the Services are obtained, used, or in which you reside or operate, as well as in compliance with these Terms. Each Authorised User will (i) maintain the Services and all Confidential Information (as defined below) in strict confidence; and (ii) comply with all policies and procedures provided by Automile from time to time with respect to access to and use of the Services.

You will comply with any codes of conduct, acceptable use policies or other notices or restrictions Automile provides you or publishes in connection with the Services. You agree to promptly notify Automile if you learn of a data or security breach related to the Services.

RESTRICTIONS. You and each Authorised User will not, and will not permit any third party to, (i) reproduce, modify or create any derivative work of, frame, mirror, republish, download, display, transmit or distribute any portion of the Services, except as expressly permitted herein; (ii) use the Hardware or Software in any unlawful manner (including, without limitation, in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Services, including the Hardware or their components; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms or Confidential Information (defined below) or any portion of the Services, except to the extent required by applicable law; (iv) use any portion of the Services or Confidential Information, to create any product or service that is substantially similar to, or competitive with, the Services or any other product or service of Automile; or (v) remove, obscure or modify any proprietary notices from the Services. You and Authorised Users will not, in connection with accessing the Services, access, upload, store, distribute or transmit any virus, "Trojan horse," timer, clock, counter, or other limiting design, instruction, or routine that erases data or programming or causes software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed, or is designed to do so; or (vi) conduct any benchmark or similar tests against any similar platform or service; or (vii) without Automile's express prior written consent, conduct any security analysis or any penetration or other security testing of the Services regardless of whether such testing is intrusive or not.

You will not use our Services (and we will not be liable for your use of the Services) in connection with (i) cars and vehicles with a modified engine or electronic control systems, or (ii) cars and vehicles of any make, model or year that we do not support.

Ownership

As between the parties, Automile retains all right, title and interest in and to the Services and all modifications, enhancements and derivative works thereof, all related inventions, know-how, designs, methodologies, documentation, reports, and specifications, all data generated from your use of the Services and analytics relating to such data, Confidential Information, Feedback and all intellectual property rights relating to any of the foregoing (collectively, "Automile Intellectual Property"). You agree to assign and do hereby assign to Automile any and all rights you may acquire in any Automile Intellectual Property and you agree to execute such documents and take such other actions as may be reasonably necessary to carry out the foregoing assignment.

Fees and Payment

When you place an order you will need to submit your credit card information. We will charge your credit card upfront for the applicable Hardware and Software subscription fees ("Fees"). If the card cannot be successfully charged, the Services will not be delivered. If you want to designate a different credit card or if there is a change in your credit card account status, you must change your information online or send an email to billing@automile.uk.com. By authorising Automile to charge your credit card for Services, you further authorise Automile to continue to charge your credit card (or a replacement card, if the credit-issuing entity informs Automile that a replacement card has been issued) for all fees associated with the Services, including renewals and Hardware.

You must contact Automile if you do not wish to renew your Services subscription; if you do not contact Automile, the Fee for Services that you selected will automatically renew for the same subscription that you initially selected, at Automile's then current Fee for such Services.

You hereby authorise Automile to bill your credit card as described above. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. Shipping costs and handling charges may apply. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less. Collection costs may be charged. If any fee cannot be charged to your credit card for any reason, Automile may provide you, via email, notice of such non-payment and a link for you to update your payment information. If such non-payment is not remedied within seven (7) days after delivery of such notice of non-payment, Automile may immediately terminate the applicable Services.

Automile reserves the right, at any time, to change its prices and billing methods for Services sold, effective immediately upon posting on the Site or by electronic communications to you, providing any changes to a subscription will not take effect until your subscription renews.

All Hardware purchased from Automile are made pursuant to a shipment contract. This means that the risk of loss and title for such Hardware pass to you upon our delivery to you by the carrier. Any customs incurred in relation to exporting the Hardware to you, shall be paid by you.

User Content

All content added, created, uploaded, submitted, distributed, or posted to the Service by you (“User Content”), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. Automile reserves the right to access your account in order to respond to your requests for technical support. By posting User Content on or through the Service, you hereby grant Automile a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable and transferable license to use, modify, reproduce, distribute, display and publish the User Content in connection with the Service. Automile has the right, but not the obligation, to monitor the Services, and the User Content. You further agree that Automile may remove or disable any User Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content), or for no reason at all. You expressly acknowledge and agree that we may collect, compile, store and use, and generally process aggregated and non-aggregated data and system usage information to maintain and improve the Services, including for technical diagnostics, to detect fraud and abuse, to create usage reports and for the creation of new products. For more information about our use of the data collected by the Services, please see our Privacy Policy, which is hereby incorporated in these Terms by reference. For the latest version of our Privacy Policy, please visit <https://automile.uk.com/privacy-policy>.

Automile uses reasonable security measures to protect the data we receive through the Services. However, we cannot guarantee that third parties will never defeat our security measures. You acknowledge that you are using the Services at your own risk.

Feedback

You may, during the term, provide Automile with oral feedback and/or written feedback related to your use of the Services, including, but not limited to, a report of any errors which you may discover in the Services or related documentation. Such reports, and any other materials, information, ideas, concepts, feedback and know-how provided by you to us concerning the Services and any information reported automatically through the Services to us (“Feedback”) will be the sole and exclusive property of Automile. You agree to assign, and hereby assign, all right, title and interest worldwide in the Feedback, and the related intellectual property rights, to Automile and agree to assist Automile, at Automile’s expense, in perfecting and enforcing such rights.

Data Use Policy

Automile is committed to data privacy in the collection and processing of our customer and user data. We have taken measures to meet the legal and regulatory standards of data privacy for our customers, as well as compliance with local and legal tax regulations in the trips logged in vehicles using Automile. Automile will not sell, rent, or lease any personal data that could identify a specific individual to any third party. We use encryption to protect all communication within our platform and have established internal processes to regulate how Automile personnel use the system. We save and maintain a full audit trail of actions taken in the system, which may be used to assess and improve data privacy over time. Automile may create and/or use aggregated or statistical anonymous data (which cannot be used to identify a specific individual or user) internally, with other users of Automile or with third parties who meet both data privacy

regulation laws and Automile's own Terms and Conditions. The intended use of this data is, but is not limited to, improving or proposing new features to the Automile platform or service. Automile takes comprehensive measures to ensure our platform, our customers, and their user data are safe from all cyber security threats. Even so, we cannot guarantee that such a data breach will never occur. Any personally identifying information you choose to share on our platform as a user will be at your own discretion. In the event of a data privacy concern or security breach, please email us at privacy@automile.uk.com. For the latest version of our Privacy Policy, please visit <https://automile.uk.com/privacy-policy>.

Data Protection

Each party will at all times comply with its respective obligations, if any, under the provisions of the General Data Protection Regulation (2016/679/EC) (GDPR) and other applicable data protection laws. To the extent Automile processes personal data in capacity of data processor on your behalf, and GDPR is applicable on this processing of personal data, the following will apply unless otherwise agreed between the parties:

1. Automile will process personal data only in accordance with your instructions as set out in these Terms and any other written agreement between the parties.
2. Automile will process the personal data (and the categories of personal data subjects) that you choose to add to the Services from time to time.
3. The purpose of the processing is to give you and your organization access to the Services.
4. Automile will merely store and transfer the personal data on behalf of you and use it in order to provide you and your organization with the Services.
5. Automile will apply appropriate security measures to protect personal data from unauthorised access, alteration and destruction.
6. Automile will without delay notify the relevant organization if Automile becomes aware that personal data has been subject of unauthorised access, alteration or destruction.
7. Automile will not transfer, and will ensure that any sub-contractor does not transfer, personal data to third countries without first obtaining your approval, unless Automile can ensure that such transfer or provision of access is lawful and meets the security requirements provided for in applicable data protection regulations in the EU (General Data Protection Regulation (EU) 2016/679).
8. Automile may assign subcontractors to process your personal data provided that (i) such subcontractors are imposed obligations equivalent to the obligations imposed under this section, (ii) Automile in relation to the organization is liable for the subcontractor's acts or omissions as if performed by Automile, and (iii) Automile at all times has up to date information as regards which subcontractors are involved in processing of personal data, accessible for you if necessary to fulfil its legal obligations.
9. We will process the personal data you choose to incorporate into the Service until it is deleted by you, until the Service cease to be delivered or as otherwise instructed by you as controller. When we cease to process personal data on your behalf, we will, as decided by you as controller, either provide you with all personal data (in a generally readable format) or permanently delete and erase all personal data, provided this is not prohibited by law.

We will reasonably assist you to respond to requests from individuals in relation to their rights of data access, rectification, erasure, restriction, portability and objection. In the event that any such request is made directly to Automile, we will not respond to such communication directly without your prior authorisation unless required by applicable data protection laws.

Confidential Information

GENERALLY. “Confidential Information” will mean confidential or other non-public proprietary information that is disclosed by either party to the other under the Terms, including without limitation, Software, software code and designs, hardware, product specifications and documentation, financial data, business, marketing and product plans, or technology, and customer information.

OBLIGATIONS OF CONFIDENTIALITY. Each party agrees that it will hold in strict confidence and not disclose the Confidential Information of the other party to any third party and to use the Confidential Information of the other party for no purpose other than the purposes expressly permitted by the Terms. Each party will only permit access to the other party’s Confidential Information to those of its or its Affiliates’ employees, contractors and advisors having a need to know and who have signed or are bound by confidentiality obligations or agreements containing terms at least as restrictive as those contained in the Terms. Each party will maintain the confidentiality and prevent accidental or other loss or disclosure of any Confidential Information of the other party with at least the same degree of care as it uses to protect its own Confidential Information, but in no event with less than reasonable care.

EXCLUSIONS FROM OBLIGATIONS. A party’s obligations of confidentiality under the Terms will not apply to information which such party can document the information (i) is in the public domain without the breach of any agreement or fiduciary duty or the violation of any law, (ii) was known to the party prior to the time of disclosure without the breach of any agreement or fiduciary duty or the violation of any law, (iii) is proven by contemporaneous records to be independently developed by the party prior to receiving such Confidential Information and without use or reference to the Confidential Information.

LEGALLY REQUIRED DISCLOSURE. In the event either party is required to disclose, pursuant to a judicial order, a requirement of a governmental agency or by operation of law, any Confidential Information provided to it by the other party then such party will provide the other party written notice of any such requirement immediately after learning of any such requirement, and take commercially reasonable measures to avoid or limit disclosure under such requirements and to obtain confidential treatment or a protective order and allow the other party to participate in the proceeding. Any disclosure will be the minimum disclosure as recommended by a party’s legal counsel and no disclosure will remove the obligations of confidentiality to any remaining Confidential Information nor permit any other disclosure of the Confidential Information in other circumstances.

INJUNCTIVE RELIEF. Each party recognizes and acknowledges that any use or disclosure of the Confidential Information of the other party in a manner inconsistent with the provisions of

the Terms will cause the other party irreparable damage for which remedies at law may be inadequate. Accordingly, the non-breaching party will have the right to seek an immediate injunction in respect of any breach of these confidentiality obligations to obtain such relief. Notwithstanding the foregoing, this paragraph will not in any way limit the remedies in law or equity otherwise available to the non-breaching party.

RETURN OF CONFIDENTIAL INFORMATION. Upon written request by either party hereto, the other party will promptly return all documents and other tangible materials representing the requesting party's Confidential Information and all copies thereof, except for any archived materials that are required to be retained by law or that are not easily retrievable from secured archival systems, or records created in the ordinary course of business that are kept by a party and used only for contract compliance and enforcement purposes subject to continuing confidentiality.

Termination

If you wish to terminate your agreement with Automile, you may do so at any time by following the instructions on the Site or through the Services, or by contacting us at billing@automile.uk.com. Your termination will be effective as from the last day of the ongoing subscription period. Any fees already due or paid are non-refundable. You will still be liable to pay the subscription fees for any ongoing subscriptions. All provisions of these Terms which by their nature should survive termination will survive termination.

You can stop using our Services anytime (regardless of whether you still need to pay for it or not). We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately.

Upon termination of the agreement, and unless you have purchased the Hardware or otherwise agreed, you will immediately, and in no case later than ten (10) business days after the expiration or termination of your subscription, return the Hardware to Automile using the free return label we provide you or pay us the then current Hardware fee as set out on www.automile.uk.com. If we do not receive the Hardware or payment within ten (10) days after the termination or expiration of your subscription, we reserve the right to charge your credit card for the applicable fee.

User Representations and Warranties

You represent and warrant to Automile that: (a) you have full power and authority to enter into these Terms; (b) you own all your Content or have obtained all permissions, required to engage in your data collection using the Hardware, posting and other activities (and allow Automile to perform its obligations) in connection with the Services without obtaining any further releases or consents; and (c) your Content and other activities in connection with the Service, and

Automile’s exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party’s trademark, copyright, right of privacy or publicity, or other personal or proprietary right, nor does your Content contain any matter that is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another’s privacy or tortious.

Automile Warranty

Automile warrants that Hardware will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery to the original user (“Warranty Period”). If a defect in the Hardware arises within the Warranty Period, Automile will, at its sole option and subject to applicable laws, repair or replace it with a new or refurbished product or component. This warranty does not apply (a) where the Automile written instructions for use and activation of the Hardware are not complied with; (b) where the Hardware is used with a jailbroken or rooted mobile device; or (c) where the Hardware is damaged as a result of abuse, accident, unauthorised modification or attempted repair, or any other causes beyond our reasonable control. We will use commercially reasonable efforts to make the Services available at all times, except for any scheduled downtime for maintenance and repairs. We will not replace a Hardware which was stolen.

Claims Process

To obtain remedies under this warranty, Automile must receive your claim before 10 days after the end of the Warranty Period. You must obtain a return shipment label from Automile and return the defective Hardware to the address specified by Automile in connection with the return shipment label. By returning the Hardware to us you agree to transfer ownership of the Hardware to Automile. Automile may not return the original Hardware to you. Automile warrants that any repaired or replaced Hardware is covered for the remainder of the original Warranty Period. If the claim is justified based on this Warranty, Automile will bear the cost of shipping the repaired or replacement Hardware to you. Any product returned to Automile without a valid warranty claim or without a return shipment label may be rejected, returned at sender’s cost (subject to prepayment) or disposed of in Automile’s sole discretion. To obtain a return shipment label from Automile, please contact support@automile.uk.com.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, AUTOMILE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THESE TERMS, HARDWARE OR SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. IN PARTICULAR, AUTOMILE TAKES NO RESPONSIBILITY FOR THE LEGAL IMPLICATIONS OF THE USE OF AUTOMILE FIELD SERVICES. THE SERVICES, AND SITE PROVIDED BY AUTOMILE ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. AUTOMILE AND ITS SUPPLIERS, LICENSORS AND AGENTS DO NOT WARRANT THAT THE SERVICES, SITE OR THE FUNCTIONS CONTAINED IN ANY OF THE FOREGOING IN WILL BE CORRECT, UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, FREE OF VIRUSES OR OTHER

HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES AND SITE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS AND THIRD PARTY SYSTEMS SUCH AS GPS SERVICES OR MOBILE CARRIER NETWORKS. AUTOMILE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. THE SERVICES MAY NOT BE FUNCTIONAL IN ALL VEHICLES AND/OR IN ALL ENVIRONMENTS. AUTOMILE DOES NOT WARRANT THE RESULTS OF USE OF THE SERVICES OR THE SITE. EACH PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

LIMITATION OF LIABILITY

DISCLAIMER OF CONSEQUENTIAL DAMAGES ETC. IN NO EVENT WILL AUTOMILE AND/OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES, THE USE OR PERFORMANCE OF THE SERVICES, THE DELAY OR INABILITY TO USE THE SERVICES, OR FOR ANY INFORMATION, THIRD PARTY CONTENT, YOUR APPLICATIONS, SUBMISSIONS OBTAINED THROUGH THE SITE(S), OR OTHERWISE ARISING OUT OF THE USE OF THE SITE(S), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF AUTOMILE OR ANY OF ITS SUPPLIERS OR LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. AUTOMILE, ITS SUPPLIERS AND/OR LICENSORS WILL ONLY BE LIABLE FOR PROPERTY DAMAGE OR BODILY INJURY IF AND TO THE EXTENT SUCH LIABILITY IS COVERED BY A VALID LIABILITY INSURANCE.

LIMITATION OF LIABILITY. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE HARDWARE OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. THIS SOLE AND EXCLUSIVE REMEDY IS SEPARATE AND INDEPENDENT OF ANY OTHER PROVISION THAT LIMITS AUTOMILE'S LIABILITY OR YOUR REMEDIES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL AUTOMILE'S AND/OR ITS SUPPLIERS OR LICENSORS TOTAL CUMULATIVE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE) EXCEED THE GREATER OF (A) THE PURCHASE PRICE OF THE SERVICES PURCHASED IN THE SIX MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST AUTOMILE; OR (B) ONE HUNDRED DOLLARS (USD \$100); OR (C) WHAT IS COVERED BY AUTOMILE'S LIABILITY INSURANCE.

ALLOCATION OF RISK AND MATERIAL TERM. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND ARE AN INTRINSIC PART OF THE BARGAIN BETWEEN THE PARTIES. THE FEES PROVIDED FOR IN THE TERMS REFLECT THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY AND SUCH LIMITATION WILL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

For purposes of this Section on indemnity, the following terms will have the meanings defined herein:

CLAIMS means all claims, actions, demands, investigations and legal proceedings of any kind made or initiated by any person or entity that is not a party to this agreement.

DAMAGES means all liabilities, damages, losses, judgments, authorised settlements, fines, costs and expenses including, without limitation, reasonable legal support costs and expenses and attorneys' fees.

You agree to defend, indemnify, and hold harmless Automile and its affiliates and each of their respective directors, officers, employees, representatives, agents, successors, assigns, customers and distributors from and against any and all Claims and Damages arising out of or in connection with: (i) any Claim arising solely from your use of the Hardware or Services or any Authorised User Content; (ii) any violation by you of any regulatory statutes, laws, rules, ordinances, or regulations of any government or regulatory agency; or (iii) any breach of these Terms.

PROCEDURE FOR INDEMNIFICATION. Automile will: (a) promptly notify you in writing of the Claim for which indemnification is sought; and (b) provide you with all non-monetary assistance, information, and authority reasonably required for the defense and settlement of such Claim. You may select counsel for defense of the Claim reasonably acceptable to Automile, and direct the course of any litigation or other disputed proceedings concerning the Claim. Automile may select its own counsel and direct its own defense of a Claim if it chooses to do so, and will bear the costs of its own counsel and any activities in any disputed proceeding conducted by counsel of its choosing. You may settle any Claim, to the extent it seeks only a money payment, with or without the consent of Automile, providing the settlement is a full and complete settlement of all claims of any kind against Automile. You must obtain Automile's prior written consent to any settlement to the extent it consents to injunctive relief, or requires any admission of fault or any public statement, or contains contract terms governing future activities that could materially affect Automile's business or interests, said consent not to be unreasonably withheld, conditioned, or delayed.

Notices

Any notice provided for or permitted under the Terms will be in writing and will be treated as having been given (a) when delivered personally, (b) when sent by confirmed electronic mail, or telecopy, (c) one (1) business day after being sent by nationally recognized overnight courier with written verification of receipt, or (d) three (3) business days after being mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address stated at the time of ordering the Services.

No Third-Party Beneficiaries

No third-party beneficiaries are created and this agreement will not be construed to provide any

person or entity not a signatory hereto with any remedy, claim or other right exceeding those existing without reference to these Terms.

Force Majeure

Neither party will be liable for failure to perform any of its respective obligations hereunder if such failure is caused by an event outside its reasonable control, including but not limited to, an act of God, insurrection, war, communications failure, Internet outage, natural disaster or act of a third party not under contract with the failing party (including the failure or refusal of Automile's Affiliates or suppliers to provide Automile with access to information required to provide the Services).

No waiver

No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed a waiver of such right or any other rights hereunder. No consent to a breach of any term of the Terms will constitute a consent to any prior, subsequent or other breach.

Severability

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these Terms will be valid and enforceable to the fullest extent permitted by applicable law.

Assignment

Automile may assign an agreement under these Terms in whole to an affiliate or to a successor in interest as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. You may not assign your rights or delegate your duties under these Terms either in whole or in part, by operation of law or otherwise, without the prior written consent of Automile, and any attempted assignment or delegation without such consent (with such consent not to be unreasonably withheld) will be void. This Terms will bind and inure to the benefit of each party's successors and permitted assigns.

Local Laws; Export Control

Automile controls and operates the Site(s) from its offices in Sweden, Norway and the United States of America and the Authorized User Content and/or third party content may not be appropriate or available for use in other locations. If you use the Services outside Sweden, Norway or the United States of America, you are solely responsible for following applicable local laws.

Dispute Resolution

If you are a resident of a country in the United States, this Agreement will be governed by and interpreted in accordance with the laws of the State of California as applied to agreements entered into and to be performed entirely within the State of California between California residents, without giving effect to any conflict of law principles that would require the application of the laws of a different jurisdiction. If you are a resident of Norway then the Agreement will be governed by the laws of Norway without regard to its conflict of laws principles. If you reside

anywhere else in the world, the Agreement will be governed by the laws of Sweden without regard to its conflict of laws principles. In the event that any dispute between the parties arises out of or is related to any of the provisions of these Terms, and/or the performance or termination thereof, the prevailing party in any such action will recover all of its costs, including reasonable attorneys' fees. The parties agree that United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Any claims for emergency or preliminary injunctive relief may be brought in any court of competent jurisdiction. All other disputes, claims or controversy arising out of or relating to this Agreement, or the interpretation, making, performance, breach or termination thereof, will be subject to (i) If you are a resident of the United States, the exclusive jurisdiction of the California State Courts in Santa Clara County, or if there is federal jurisdiction, the United States District Court for the Northern District of California, (ii) if you are a resident of Norway, the exclusive jurisdiction of the Oslo District Court, and (iii) if you reside anywhere else in the world, the exclusive jurisdiction of the Stockholm District Court, and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts and the parties hereby waive all defenses based upon forum non conveniens, improper venue, or personal jurisdiction.

Electronic Communications

The information communicated on the Site constitutes an electronic communication. When you communicate with Automile through the Site or other forms of electronic media, such as email, you are communicating with Automile electronically. You agree that Automile, on behalf of itself and others who may be involved with delivering the Services (as applicable), may communicate electronically by email and/or may make communications available to you by posting them on the Site, and that such communications, as well as notices, disclosures, agreements and other communications that we provide to you electronically, are equivalent to communications in writing and will have the same force and effect as if they were in writing and signed by Automile. Notices and communications to Automile must be sent to the applicable address given in these Terms or to support@automile.uk.com.