

Michelin Mobility Intelligence

TERMS AND CONDITIONS

IF YOU SIGN UP FOR SERVICES, EITHER BY EXECUTING AN ORDER REFERENCING THESE TERMS AND CONDITIONS AND/OR ORDERING OR SIGNING UP THROUGH OUR WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

These terms and conditions, together with any Statement of Work (defined below) and any other documents incorporated by reference hereto (collectively, the “**Agreement**”) is entered into by and between Michelin Mobility Intelligence, Inc., a Delaware corporation with offices located at 322 North Shore Drive, Suite 200, Pittsburgh, PA 15212 (“**Michelin Mobility Intelligence**” or “**Company**”) and the legal entity or person ordering or using the Services (“**Customer**”) identified in the applicable Statement of Work (either online or signable) and governs the provisions and use of such Services. Michelin Mobility Intelligence and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party.**”

Capitalized terms not otherwise defined shall have the meanings set forth in Section 12.

1. License

1. **Access Grant.** Subject to the terms and conditions of this Agreement and Customer’s timely payment of all applicable fees, Michelin Mobility Intelligence hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, limited license during the Subscription Term to access and use the Services, solely for (i) Customer’s internal business purposes and the purpose of integrating the AI Assessments into Customer’s products or services set forth in the applicable Statement of Work, or (ii) for sale or distribution to Project End User(s), as approved by Michelin Mobility Intelligence in its sole discretion. Customer remains responsible for the acts and omissions of its Authorized Users under this Agreement. Michelin Mobility Intelligence further grants to Customer a perpetual, non-exclusive, non-transferable license to use, analyze, and publish or display on its websites, any complimentary images or visualizations created by Michelin Mobility Intelligence in conjunction with Customer Data.
2. **Restrictions.** Unless expressly authorized by Michelin Mobility Intelligence in writing, Customer will not, directly, nor indirectly, allow any Authorized Users to do any of the following:

- (a) permit any third party (excluding Authorized Users) to use the Services;
- (b) license, sublicense, lend, sell, resell, rent, lease, assign, transfer, distribute, publish, make available or otherwise use the Services for commercial time-sharing, or commercially exploit the Services;
- (c) disclose, release, distribute, or deliver the Company Materials, or any portion thereof to any third party without Michelin Mobility Intelligence’ prior written consent, including but not limited to any affiliate of Customer;
- (d) directly or indirectly copy, modify or create derivative works based on the Services or cause or permit others to;
- (e) directly or indirectly reverse engineer, translate, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of, algorithms, or method of preparation of the Services, or cause or permit others to;
- (f) access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services; (g) exceed (or permit a third party to exceed) the level of access

specified in a Statement of Work, or access or use content, features or functionality in Services that are not authorized for Customer's use;

(h) remove any title, trademark, copyright, proprietary, and/or restricted rights notices or labels from the Services or Documentation;

(i) make any attempt to identify any individual or obtain any Personal Information through its use of the Services;

(j) publish, enhance, or display any compilation or directory based upon information derived from the Services, including any Personal Information provided via the Services; and,

(k) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, including without limitation anti-harassment and video voyeurism laws, and Data Protection Laws.

3. Reserved Rights. Michelin Mobility Intelligence hereby reserves all rights in and to the Services not expressly granted in this Agreement. Nothing in this Agreement shall limit in any way Michelin Mobility Intelligence's right to develop, use, license, create derivative works of, or otherwise exploit the Services or to permit third parties to do so. Nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

4. Customer Data.

(a) As between Michelin Mobility Intelligence and Customer, Customer shall own all Customer Data. Customer shall be solely responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquires and discloses Customer Data. Customer hereby grants to Michelin Mobility Intelligence a worldwide, non-exclusive, limited-term license to access, analyze, use, host, copy, transmit, process, and publish or display Customer Data as necessary for Michelin Mobility Intelligence to provide the Services to Customer in accordance with this Agreement. Customer hereby grants to Michelin Mobility Intelligence a non-exclusive, royalty-free perpetual license to (i) use Customer Data in order to provide, monitor, enhance and improve Michelin Mobility Intelligence's services; and (ii) use all Customer Data that does not include Personal Information for statistical, analytical or aggregate use, including for improving Michelin Mobility Intelligence's services. Subject to the licenses granted herein, Michelin Mobility Intelligence acquires no right, title, or interest from Customer under this Agreement in or to Customer Data.

(b) The Services can be used by Authorized Users to access and process Customer Data in order to generate reports, analyses, documents, and/or results, including AI Assessments. If Customer chooses to save such output, it will be saved as Customer Data in Customer's account. Upon any termination, Michelin Mobility Intelligence will make all Customer Data available to Customer for electronic retrieval for a period of sixty (60) days, but thereafter Michelin Mobility Intelligence may, but is not obligated to, delete stored Customer Data (unless otherwise required by applicable law). Michelin Mobility Intelligence will not access Customer Data except in accordance with (a) the licenses granted to Michelin Mobility Intelligence in this Section 1.4; and (b) in compliance with Sections 3.2 (compelled disclosure) and 6 (Processing Personal Information).

The foregoing provisions of this Section 1 are for the benefit of Michelin Mobility Intelligence, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

2. Payment.

1. Payment Terms. Customer shall pay Michelin Mobility Intelligence for the Services set forth in the Statement of Work. Customer shall make all payments hereunder in US dollars on or before the due date(s) set forth in the Statement of Work. Any payment obligations hereunder are non-cancelable and non-refundable. It is understood that any early termination or cancellation of this Agreement by Customer (to the extent permitted by applicable law) shall not result in an obligation to return any portion of the fees paid.
2. Late Payment. If Customer fails to make any payment when due, in addition to all other remedies that may be available: (i) Michelin Mobility Intelligence may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Michelin Mobility Intelligence for all reasonable costs incurred by Michelin Mobility Intelligence in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days following written notice thereof, Michelin Mobility Intelligence may discontinue the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such discontinuation of delivery of Services.
3. Taxes. All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Michelin Mobility Intelligence' income.

3. Confidential Information

1. Confidential Information. During the Term, either Party may disclose or make available to the other Party information about its non-public business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, technical information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" together with any modifications, improvements, updates and customizations thereof (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of this Agreement, the Company Materials and Services will be deemed Confidential Information of Michelin Mobility Intelligence. Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party.
2. Permitted Disclosure. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a

court of competent jurisdiction or authorized governmental authority, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or to establish a Party's rights under this Agreement, including to make required court filings.

3. Return of Confidential Information. Except as otherwise set forth in this Agreement, on the expiration or termination of the Agreement, the receiving Party shall return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and, upon request, confirm in writing to the disclosing Party that such Confidential Information has been destroyed.
4. Data Protection Laws. Nothing in this Section 3 shall be interpreted as waiving a Party's obligations to comply with applicable law, including Data Protection Laws and similar laws.

4. Intellectual Property Ownership

1. Services. Customer acknowledges that, as between Customer and Michelin Mobility Intelligence, Michelin Mobility Intelligence owns all right, title, and interest, including all modifications, enhancements, and intellectual property rights, in and to the Services (including Company Products and Company Materials and all intellectual property embodied or practiced therein). Customer further acknowledges that: (a) the Services collectively and individually constitute original compilations protected by United States copyright laws; (b) Michelin Mobility Intelligence has dedicated substantial resources to collect, manage, and compile the Services; and (c) the Services constitute trade secrets of Michelin Mobility Intelligence. Michelin Mobility Intelligence may terminate this Agreement without advance notice to Customer or an opportunity for Customer to cure and without further obligation or liability if Customer contests any of Michelin Mobility Intelligence's right, title, or interest in or to the Services, including without limitation, in a judicial proceeding anywhere throughout the world.
2. Feedback. Michelin Mobility Intelligence shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Services.

5. Security

1. Data Security. Customer shall use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Company Materials and to protect the Company Materials from unauthorized access, disclosure, duplication, use, modification, or loss.
2. Michelin Mobility Intelligence Security obligations. Customer acknowledges that Services will be hosted and delivered from a data center operated by Google or another provider which is subject to industry-standard external auditing. (The audit certifications maintained by Michelin Mobility Intelligence's current data center are available at

<https://cloud.google.com/terms/data-processing-terms>.) Such data center will maintain a written information security program incorporating reasonable administrative, physical and technical safeguards, and compliant with all applicable privacy and data security laws and regulations, to protect the security and integrity of Services.

3. **Customer Security obligations.** Customer shall maintain commercially reasonable security procedures for the transmission of Customer Data to Services. Customer shall notify Michelin Mobility Intelligence promptly of any suspected security breach regarding its transmissions to or from the Services. Customer shall not (a) breach or attempt to breach the security of the Services or any network, servers, data, computers or other hardware relating to or used in connection with the Services or belonging to or used or leased by any other customer of Michelin Mobility Intelligence or any third party that is hosting or interfacing with any part of the Services; or (b) use or distribute through the Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Services or the operations or assets of any other customer of Michelin Mobility Intelligence or any third party
4. **Access Suspension.** If Michelin Mobility Intelligence believes there is a risk that may interfere with the proper continued provision of the Services, it may immediately suspend, filter, block access to or take other appropriate action, including mitigation of risk, to protect the integrity of the Services. If Michelin Mobility Intelligence makes a commercially reasonable determination that Customer or any Authorized User is misusing the Services by bypassing or attempting to bypass any security features, launching denial of service attacks, disabling security devices, using any malware or otherwise gaining or attempting to gain unauthorized access to the Services, reverse engineering any component of the Services or is or may be engaged in illegal activity, then Michelin Mobility Intelligence may suspend or permanently terminate the misusing entity's access to the Services without penalty.

6. Processing of Personal Information

1. Customer is solely responsible for informing Michelin Mobility Intelligence in the relevant Statement of Work whether Personal Information processed as part of the Services is subject to Data Protection Laws. The Parties agree to enter into appropriate contractual provisions that may be necessary to comply with such laws.
2. To the extent Michelin Mobility Intelligence acts as a processor or service provider, as defined under Data Protection Laws, Michelin Mobility Intelligence shall comply with the following:
 - (a) Michelin Mobility Intelligence shall comply with all obligations applicable to Michelin Mobility Intelligence under Data Protection Laws and shall provide the same level of privacy and security protection as is required by Data Protection Laws.
 - (b) Michelin Mobility Intelligence shall not Sell or Share Personal Information as those terms are defined under Data Protection Laws.
 - (c) Michelin Mobility Intelligence shall only process Personal Information on Customer's documented instructions as necessary for the provision of the services, except to the extent further processing is required or permitted by Data Protection Laws or other applicable laws to which Michelin Mobility Intelligence is subject.

(d) Michelin Mobility Intelligence shall not process Personal Information outside of the direct business relationship between Customer and Michelin Mobility Intelligence, or for Michelin Mobility Intelligence own commercial purposes.

(e) Michelin Mobility Intelligence shall not combine Personal Information regarding an individual that Michelin Mobility Intelligence receives from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another person, or collects from Michelin Mobility Intelligence' own interaction with the individual, provided that Michelin Mobility Intelligence may combine Personal Information as permitted under Data Protection Laws.

(f) Michelin Mobility Intelligence may disclose Personal Information only to Michelin Mobility Intelligence' subcontractors pursuant to a written contract that includes terms providing the same level of protection of the Personal Information as those set forth in these Terms and Conditions, and solely to enable Michelin Mobility Intelligence to provide the services for Customer's benefit.

(g) Michelin Mobility Intelligence shall: (i) implement appropriate organizational and technical measures to protect the security of Personal Information and systems from unauthorized access, destruction, use, modification, or disclosure and (ii) require by contract that any non-affiliated third party that Michelin Mobility Intelligence' discloses Personal Information to shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure.

(h) Michelin Mobility Intelligence shall promptly notify Customer if Michelin Mobility Intelligence determines that it can no longer meet its obligations under Data Protection Laws.

(i) Michelin Mobility Intelligence grants Customer the right to take reasonable and appropriate steps to ensure that Michelin Mobility Intelligence uses Personal Information transferred to Michelin Mobility Intelligence in a manner consistent with Customer's obligations under Data Protection Laws. Customer may, upon reasonable notice to Michelin Mobility Intelligence, take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information.

(j) Michelin Mobility Intelligence shall notify Customer in writing or electronically if Michelin Mobility Intelligence receives a request to exercise privacy rights from an individual relating to that individual's Personal Information (a "Privacy Rights Request"). Michelin Mobility Intelligence shall not otherwise communicate with an individual regarding his or her Privacy Rights Request. Michelin Mobility Intelligence shall, in a manner consistent with the nature and functionality of the services provided in the Agreement and Michelin Mobility Intelligence role as a Service Provider, provide reasonable support to Customer to enable Customer to respond to a Privacy Rights Request under Data Protection Laws.

(k) Michelin Mobility Intelligence will allow, and cooperate with, reasonable assessments by Customer or Customer's designated assessor or Michelin Mobility Intelligence may arrange for a qualified and independent assessor to conduct an assessment of Michelin Mobility Intelligence' policies and technical and organizational measures in support of Michelin Mobility Intelligence' obligations under Data Protection Laws. Vendor shall provide a report of such assessment to Customer upon request.

7. Disclaimers and Limitation of Liability

1. *Disclaimer. The Services are provided "as is" with no representations or warranties, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, title, freedom from viruses or other harmful code, accuracy, timeliness and error-free or uninterrupted operation. Michelin Mobility Intelligence makes no warranty of any kind that the Services or any products or results of their use will*

meet Customer's or any other person's, customer's or entities' requirements, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, or complete.

2. Exclusions and Limitations. *In no event will Michelin Mobility Intelligence be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability or otherwise. In no event will Michelin Mobility Intelligence be liable to Customer or any other person or third-party for any indirect, consequential, incidental, exemplary, special, enhanced or punitive damages; for any increased costs, diminution in value, loss of profits, loss of business, loss of production, loss of revenue or data in connection with the Services; for any loss of good will or reputation; use or inability to use, loss, interruption, delay, or recovery of any data or breach of data or system security; consequences of Customer's use, non-use, or mis-use of the Services; or cost of replacement goods or services even if Michelin Mobility Intelligence has been advised of the possibility of such damages or losses or the damages or losses were foreseeable. Michelin Mobility Intelligence' entire liability, and Customer's exclusive remedy, for any claim or action (or series of claims or actions) relating to the Services (whether in negligence, strict liability or any other cause of action) shall be direct damages not to exceed, in the aggregate, the amounts paid by Customer to Michelin Mobility Intelligence under any Statement of Work to which the claim or action relates in the twelve (12) month period preceding such claim or action.*

8. Indemnity

1. Michelin Mobility Intelligence Indemnification Obligations

(a) Michelin Mobility Intelligence shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, or costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that Customer's use of the Services infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Michelin Mobility Intelligence in writing of the claim, cooperates with Michelin Mobility Intelligence, and allows Michelin Mobility Intelligence sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit Michelin Mobility Intelligence, at Michelin Mobility Intelligence' sole discretion, to (i) modify or replace any such infringing material to make it non-infringing, or (ii) obtain rights to continue use. If Michelin Mobility Intelligence determines that none of these alternatives is reasonably available, Michelin Mobility Intelligence may terminate this Agreement, in its entirety or with respect to the affected part or feature of the Services, effective immediately on written notice to Customer.

(c) This Section 8.1 will not apply to the extent that the alleged infringement arises from (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Michelin Mobility Intelligence or authorized by Michelin Mobility Intelligence in writing or (ii) Customer's violation of Section 1.2 of this Agreement.

2. Customer Indemnification Obligations. Customer shall indemnify, hold harmless, and, at Michelin Mobility Intelligence' option, defend Michelin Mobility Intelligence, its affiliates, and their respective officers, directors, shareholders, members, managers, employees and

agents, from and against any losses resulting from any third-party claim based on Customer's: (i) negligence or willful misconduct; (ii) Customer Data; (iii) breach of any of the provisions of this Agreement; (iv) violation of or noncompliance with any laws, regulations or ordinances; or (v) use of the Company Materials or Services in a manner not authorized by this Agreement, provided that Customer may not settle any third-party claim against Michelin Mobility Intelligence unless such settlement completely and forever releases Michelin Mobility Intelligence from all liability with respect to such third-party claim or unless Michelin Mobility Intelligence consents to such settlement, and further provided that Michelin Mobility Intelligence shall have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice. Customer agrees and acknowledges that Customer has independently determined its need for and method of use for the Company Materials and Services in connection with Customer's own review of the Services. Michelin Mobility Intelligence hereby agrees to make commercially reasonable efforts to achieve the dismissal of any claims or litigation which may be brought against Michelin Mobility Intelligence (whether as the sole defendant or as a co-defendant or otherwise) relating to Customer's use of the Services.

3. **Sole Remedy.** This Section 8 sets forth Customer's sole remedies and Michelin Mobility Intelligence' sole liability and obligation for any actual, threatened, or alleged claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third-party.

9. Term and Termination.

1. **Term.** This Agreement shall continue for the duration of the Subscription Term unless earlier terminated by either Party in accordance with the terms of a Statement of Work. Any termination of this Agreement shall cause all Services hereunder to terminate automatically.
2. **Mutual Termination Rights.** Either Party may terminate this Agreement, effective on written notice to the other Party, if (i) the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or (ii) if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
3. **Customer Termination Rights.** Customer may terminate this Agreement at any time upon sixty (60) days' prior notice to Michelin Mobility Intelligence, provided that Customer shall be responsible for payment of all fees through the date of termination and no refunds shall be issued for any fees.
4. **Michelin Mobility Intelligence Termination Rights.** Without limiting any other remedies available to it, Michelin Mobility Intelligence may immediately suspend access to the Services

and/or terminate this Agreement upon thirty (30) days' notice to Customer, if (a) Customer commits a material breach of this Agreement that is not cured within thirty (30) days from written notice to Customer (and within ten (10) days in the case of non-payment), or (b) Michelin Mobility Intelligence reasonably determines that Customer's actions are likely to cause legal liability for Michelin Mobility Intelligence or its suppliers or other customers.

5. Effect of Termination. Promptly upon any termination of this Agreement, (i) each Party shall comply with the provisions of Section 3.3 regarding Confidential Information; (ii) Customer shall return or destroy all copies and embodiments of Company Materials of any type in its possession; and (iii) unless otherwise expressly set forth in this Agreement, Michelin Mobility Intelligence may retain and use all materials (including Customer Data as set forth in Section 1.4) created in the course of providing the Services for any lawful purpose.
6. Survival. The provisions pertaining to ownership, confidentiality, proprietary rights, indemnification, disclaimer, limitation of liability and miscellaneous of this Agreement shall survive any termination, along with any other provisions hereof that, by their nature, are intended to survive.

10. Miscellaneous

1. Reliance. Customer acknowledges that the Services and any other data, information, alerts, reporting, reviews and recommendations provided by Michelin Mobility Intelligence pursuant to this Agreement are for informational purposes only and should not replace any routine business processes or the business judgement of Customer. Customer is responsible for all actions (or inactions) in response to the Services and any alerts, reporting, and/or recommendations. Michelin Mobility Intelligence shall not be liable for any damage or loss related to such reliance. *THE SERVICES ARE NOT A REPLACEMENT FOR 911 OR ANY OTHER PUBLIC EMERGENCY SERVICES.*
2. Entire Agreement. This Agreement, together with the Statement of Work and any other document expressly incorporated by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. No additional terms, conditions, or provisions of any type shall apply unless expressly set forth or specifically referenced in this Agreement.
3. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a **"Notice"**) must be in writing and addressed to the Parties at the e-mail addresses set forth on the Statement of Work (or to such other address that may be designated by each Party from time to time in accordance with this Section). For contractual purposes, Customer consents to receive communications from Company in an electronic form. Customer is responsible for providing Company with a current e-mail address. In the event that the e-mail address Customer provides to Company is not valid, or for any reason is not capable of delivering to Customer any notices required/ permitted by this Agreement, Company's dispatch of the e-mail containing such notice will nonetheless

constitute effective notice. Company is not responsible for any automatic filtering Customer or its network or e-mail provider may apply to electronic communications.

4. Force Majeure. In no event shall Michelin Mobility Intelligence be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, epidemic, pandemic, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
5. Amendments; Waiver. . Company can change, update, add or remove provisions of this Agreement at any time by posting the updated Agreement on the Services. Company will notify Customer by providing a notice on the Services. Unless otherwise required by law, the updated Agreement is effective as of the day of posting for new Statement of Works. Unless otherwise indicated, for current Statement of Works, the updated Agreement becomes effective upon renewal of a Customer's Subscription Term. If Customer does not agree with the updated Agreement, Customer must not renew the Services. Continued use of the Services following notice of any such modifications indicates Customer acknowledges and agrees to be bound by the modifications. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
6. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
7. Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Michelin Mobility Intelligence, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
8. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which

monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party 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 at law, in equity, or otherwise.

9. Governing Law; Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of South Carolina. If either Party pursues legal action against the other arising out of or related to this Agreement or the licenses granted hereunder, the federal or state courts of Greenville, South Carolina have exclusive jurisdiction over the matter. The Parties may mutually agree on a different choice of law or venue in the applicable Statement of Work.

11. Government Customers

All Software provided to the U.S. Government is provided with the commercial license rights and restrictions described in this Agreement. By installing, copying or using the Software, the U.S. Government agrees that the Software is a Commercial Item as the term is defined in the Federal Acquisition Regulation ("FAR") at 48 C.F.R. 2.101, and as used in 48 C.F.R. Part 12, and is comprised of "commercial computer software" or "commercial computer software documentation" within the meaning of FAR Parts 2 and 12. If acquired by or on behalf of a civilian agency of the U.S. Government, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA, as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the FAR and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA as specified in 48 C.F.R. 227.7202-3 and 48 C.F.R. 227.7202-4 of the DOD FAR Supplement ("DFARS") and its successors, and consistent with 48 C.F.R. 227.7202. This U.S. Government License Rights clause, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision of the contract under which this Software is obtained solely with respect to the U.S. Government's rights in computer software, computer software documentation or technical data related to the Software. The licensor is Michelin Mobility Intelligence, 322 North Shore Drive, Suite 200, Pittsburgh, PA 15212, 412-345-3398.

12. Definitions

"Authorized User(s)" refers to (i) employees, contractors and agents that Customer authorizes to use the Services on Customer's behalf; and/or (ii) Project End Users, as applicable.

"Customer Data" means any and all raw data (including raw video and associated meta data), blurred video, text, materials, images, [photos,] graphics, sounds, and other electronic content or information submitted by or on behalf of Customer to the Services, as well as any processed data and output (including any AI-enabled data assessments ("AI Assessments") generated through use of the Services).

Company Materials” includes any data (and technical data), text, information, graphics, images, maps, proprietary content, Documentation, and/or aggregated analytics, which are displayed, stored, or provided by or on behalf of the Company as part of the Services.

Company Products” means Michelin Mobility Intelligence proprietary software solutions, including tools, applications, and platforms, which may be provided as software-as-a-service or as installable software (including mobile and desktop apps), and their related Documentation, as further described in a Statement of Work. Company Products also include any error corrections, updates, modifications, new releases, versions, and/or enhancements to software that may be generally released by Michelin Mobility Intelligence. New features, versions or products may be offered and priced separately.

Data Protection Laws” means all national, federal, state, provincial, local, and international privacy, cybersecurity and data protection laws to the extent applicable to the processing of Personal Information under this Agreement, together with any implementing or supplemental rules and regulations, each as amended, including, but not limited to, the California Consumer Privacy Act.

Documentation” means the technical documentation, manuals, specifications, and similar, expressed in any medium or format, describing the functionality, features, and operating requirements of the Company Products (as may be updated by Michelin Mobility Intelligence from time to time).

Effective Date” means the date on which a Statement of Work is executed.

Personal Information” means any information processed pursuant to this Agreement and relating to an identified or identifiable natural person, as well as other information defined as “personal information,” “personal data” or equivalent term under Data Protection Laws.

Project(s)” means such projects of Customer on behalf of approved Project End Users as described in a Statement of Work.

Project End User(s)” refers to any government agency, private company and/or non-profit end customer of Customer to whom Customer may sell or distribute access to the Services, as expressly approved on a case-by-case basis by Michelin Mobility Intelligence, and solely as needed to complete a Project.

Statement of Work(s)” means one or more ordering documents for Customer’s purchase of Company Products and Services that are executed by the Parties from time to time. Statement of Works are incorporated herein by reference.

Services” means, collectively, those Company Products and services, including any access to Company Materials, that may be provided by Michelin Mobility Intelligence as part of a Subscription, as specified in a Statement of Work.

Subscription” means Customer’s access and usage rights to the Services in accordance with this Agreement and as described in the Documentation, that are ordered and purchased by Customer under a Statement of Work.

Subscription Term” means the period of time during which Customer may use and access the Services beginning on the Effective Date and, continuing until such time as may be specified in a Statement of Work, or until terminated by either Party. The Services may automatically deactivate and become non-operational at the end of the Subscription Term, and Customer shall not be entitled to access the Services unless the applicable Subscription Term is renewed.