

TRIAL DATA LICENSE AND MUTUAL NON-DISCLOSURE AGREEMENT

This Trial Data License and Mutual Non-Disclosure Agreement (the “**Agreement**”) is entered into as of December [*], 2020 (“**Effective Date**”), (“**Customer**”), with its principal offices at [] and Arrivalist Co. (“**Arrivalist**”), of 1460 Broadway, 7th floor, New York, NY 10022 in which Customer wishes to Evaluate (as defined below) certain Data provided by Arrivalist

This Agreement does not alter or supersede any other agreements between the Parties unless so specifically stated, and the terms of this Agreement should be read in light of its purpose of facilitating the Evaluation of certain Data provided by Arrivalist on a trial basis.

1. Evaluation. Arrivalist wishes to provide the Data to Customer for Customer to use and evaluate under this Agreement (the “**Evaluation**” and “**Evaluation Purpose**”). The Evaluation may lead to a future commercial agreement for Customer to use the Data in the course of its business.
2. Definitions.
 - a. “**Affiliate**” of a Party means any company or other entity which directly or indirectly through one or more intermediaries’ controls, is controlled by or is under common Control with a Party, or any limited partnership or limited liability partnership whose general partner or managing member is an aforementioned company or entity.
 - b. “**Business Day**” means any day in which the New York Stock Exchange is are open for whole-day trading.
 - c. “**Business Hours**” means between 9:00AM and 6:00 PM.
 - d. “**Confidential Information**” means the Data and any Party’s business, financial, operational, or other information or data of any kind and in any form, including Personally Identifiable Information and including Customer’s trade names, trademarks, service marks, logos, or symbols or the name of any natural persons associated with or related to Customer or Customer’s Nominated Consultants.
 - e. “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a company or other entity, whether through the ability to exercise voting power, by contract or otherwise.
 - f. “**Data**” means the data, information and related software or services described in the Order Form at Appendix I.
 - g. “**Derivative Content**” shall mean any tools, information, insights, analysis or information generated by Customer through its manipulation, aggregation or other use of the Data, whether alone or in conjunction with other information, provided that such Derivative Content could not be used as a substitute for Arrivalist’s products or services.
 - h. “**Insubstantial Amounts**” of the Data means an amount that could not be used as a substitute for Arrivalist’s products or services.
 - i. “**Nominated Consultants**” means any third party service provider(s) that Customer engages to advance and/or otherwise support Customer’s Evaluation process including, but not limited to, facilitating the transmission of Data, conversion of Data to more useable formats, and storage of the Data.

- j. **"Personally, Identifiable Information"** means all information or materials, in any form, that alone, or in combination with other information or materials,
 - (i) uniquely identifies, directly or indirectly, an individual (*e.g.*, a name, an identification number such as a social security number, address or other location data, telephone number, information concerning accounts, financial standing, investment holdings and other financial data and information, assets, etc.), or
 - (ii) is considered "sensitive personal data", such as political opinions, ethnicity, religious beliefs, information related to the physical or mental health of an individual, protected health information, or
 - (iii) information relating to an individual or individuals which is otherwise protected under applicable law.
- 3. Fees. Fees, if any, to be charged for the Evaluation are described in the Order Form at Appendix I.
- 4. Agreement Duration. This Agreement will continue until terminated. Either Party may terminate this Agreement for any reason upon 10 days written notice to the other Party.
- 5. Evaluation Period. The Customer may evaluate the Data for the period set forth in the Order Form with such period extendable by prior written agreement of the Parties.
- 6. Assistance and Support. Arrivalist will provide necessary assistance to Customer during the Evaluation Period and will supply Customer with any available supporting documentation requested by Customer to enable Customer to fully evaluate the Data, including the documentation and support described in the Order Form.
- 7. Confidentiality and Non-Disclosure.
 - a. Confidentiality Undertaking. Subject to subsections (b) and (c) below, each Party receiving Confidential Information:
 - (i) Will treat all Confidential Information it receives from a disclosing Party as secret and confidential;
 - (ii) Will only disclose the Confidential Information to the professional advisers, directors, officers, servants, employees, agents, Affiliates, Nominated Consultants and/or other representatives (including, but not limited to, attorneys, accountants, and consultants) (collectively the **"Representatives"**) of such receiving Party, the Representatives of any Affiliate of such receiving Party, or any entity advised by such receiving Party (collectively the **"Group"**) who need to receive and consider the Confidential Information of a disclosing Party;
 - (iii) Will not use the Confidential Information other than for the Evaluation Purpose; and
 - (iv) Agrees that a violation of this Agreement by any Representative of a Party shall constitute a violation of this Agreement by the Party.
 - b. Exceptions. Notwithstanding the foregoing, the obligation to maintain confidentiality of the content shall not extend to:
 - (i) any content that is currently in the public domain other than as a result of Customer's breach of confidentiality or the wrongful conduct of others; or
 - (ii) any content that has been given to Customer by a third party who is not known by Customer to be in breach of any obligation of secrecy to Arrivalist; or

- (iii) any content already in Customer's free possession at the time of its disclosure by Arrivalist or on Arrivalist's behalf to Customer other than as a result of the wrongful conduct of others; or
 - (iv) any content independently developed by the Customer without reference to the Data.
 - c. Legal Requests. Each Party will be entitled to disclose any Confidential Information if and to the extent that such Party is required or requested to do so by any law or by any court, regulatory agency, or governmental or self-regulating independent authority in any jurisdiction, provided that each Party will, if it is permitted and commercially reasonable to do so, notify the other Party as soon as reasonably possible upon becoming aware of any such requirement.
 - d. No Publicity/Marketing. Except for disclosures to government authorities that are required by applicable laws or regulations, or by ethics guidelines or similar requirements, neither Party will disclose the existence or nature of this relationship to any third party, nor use the names or marks, refer to or identify the other party in advertising, announcements, press releases or other promotional materials including without limitation testimonials, quotations, case studies, and other endorsements without first securing the other Party's written consent, such consent to be granted or withheld in the sole and absolute discretion of each Party.
- 8. License. Subject to the terms of this Agreement, Arrivalist hereby grants Customer and its Affiliates a worldwide, non-exclusive right and license to access, use, display, modify, aggregate, store and analyze the Data solely for Customer's Evaluation purposes. Customer may display or transfer the Data to Nominated Consultants to advance Customer's Evaluation use of the Data, but Customer will be responsible for all acts and omissions of its Nominated Consultants.

Customer shall have the right to create Derivative Content from the Data in the ordinary course of business, which shall be owned exclusively by Customer without restriction.

Customer agrees not to copy, modify, translate, decompile, disassemble, or otherwise reverse engineer, or otherwise determine or attempt to determine source code or protocols from, the executable, object, source or database code of the Data, and agrees not to permit or authorize anyone else to do so.

9. Representations and Warranties.

a. Arrivalist, represents, warrants, and covenants that:

- (i) Arrivalist has all legal rights and permissions necessary to perform its obligations under this Agreement and such performance will not cause it to breach any of its obligations to any third parties;
- (ii) Arrivalist has complied with and will continue to comply with any applicable law, rule or regulation in creating, gathering or providing the Data, including privacy laws such as the European Union's General Data Protection Regulation or the California Consumer Privacy Act, and the use of the Data as permitted hereunder will not violate such laws;
- (iii) The Data does not contain information that is subject to a confidentiality obligation or information that Arrivalist does not have the right to disclose;
- (iv) Arrivalist has taken commercially reasonable steps to ensure that the Data does not contain material nonpublic information, Personally Identifiable Information or information which would allow Customer to identify any underlying individual to which the data relates, or other information subject to a confidentiality obligation;

- (v) To the extent the Data includes information sourced from third party providers, Arrivalist has made reasonable inquiry into third party provider practices and, to the best of Arrivalist's knowledge, such third party provider(s) practices would not result in the violation of any relevant law, the provision of material nonpublic information to Arrivalist, or the breach of the third party provider's relevant confidentiality obligations;
- (vi) Arrivalist has used and shall use reasonable efforts in accordance with industry standards to ensure that no malware is introduced into the Data;
- (vii) Arrivalist shall notify Customer promptly if either of the following occurs: (a) discovers any breach of these covenants; (b) Arrivalist receives a written cease and desist notice from any third party claiming that Arrivalist's collection, transformation, distribution or other use of the Data, or any information embedded therein, is in breach of any agreement, including online terms of service or related user/platform policies, and such concern is not resolved within twenty (20) business days. For the avoidance of doubt, the information conveyed pursuant to this provision shall remain confidential; and
- (viii) Arrivalist shall provide Customer with not less than thirty (30) days' prior notice of any planned change to the information sources or methodologies that Arrivalist uses to collect, transform and/or distribute the Data and Arrivalist shall cooperate with all reasonable requests that Customer makes to confirm that the additional information sources and/or methodologies are in compliance with all applicable laws, rules and regulations.

b. Customer. Customer represents, warrants, and covenants that:

- (i) Customer has all legal rights and permissions necessary to perform its obligations under this Agreement; and
- (ii) Customer shall comply with all applicable laws, rules, and regulations in its use of the Data supplied by Arrivalist hereunder.

c. OTHER THAN THE SPECIFIC REPRESENTATIONS SET FORTH IN THIS SECTION 9 (i) THE PARTIES MAKE NO EXPRESS REPRESENTATIONS AND GRANT NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE AND (ii) FOR THE AVOIDANCE OF DOUBT, THE DATA AND ALL OTHER INFORMATION OF ARRIVALIST WHICH MAY BE PROVIDED OR MADE AVAILABLE TO YOU IS PROVIDED "AS/IS" WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND. ARRIVALIST EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING: WARRANTIES OF MERCHANTABILITY, SUITABILITY, INTEGRATION, CURRENTNESS, ACCURACY, AND FITNESS FOR A PARTICULAR OR GENERAL PURPOSE.

10. Return or Destruction of Confidential Information. Unless otherwise agreed in writing, upon receipt of a written request from a disclosing Party, a receiving Party will return to a disclosing Party or destroy all materials containing or reflecting any Confidential Information received from a disclosing Party which (i) are in the receiving Party's possession or control or in the possession or control of the receiving Party's Affiliates or Nominated Consultants, and (ii) are in a form capable of delivery or destruction, except that each Party will not be required to delete:

- a. Confidential Information residing on a Party's backup tapes or its servers if permanent deletion would be infeasible;

- b. One copy of Confidential Information to the extent required by law, court, regulatory agency, governmental or self-regulatory organization, or maintained pursuant to a Party's established document retention program (collectively for this Section 10, "**Regulatory Purposes**");
- c. Derivative Content and Insubstantial Amounts of Confidential Information used in the ordinary course of business, however, to the extent that Confidential Information can be discerned or separated from Derivative Content, the use of that Derivative Content will continue to be governed by Section 7 of this Agreement; or
- d. Information retained in the unaided memory of any authorized representative of a receiving Party after having access to Confidential Information of a disclosing Party pursuant to the terms of this Agreement.

A receiving Party may use any such retained Confidential Information for any of the purposes permitted in this Agreement, except that (a) Confidential Information residing on backup tapes or servers shall only be restored in response to a Party's ordinary data loss event and (b) data retained for Regulatory Purposes shall only be used for those Regulatory Purposes.

- 11. Survival. Each Party's rights and obligations under Sections 7, 12 and 13 of this Agreement shall survive any termination of this Agreement.
- 12. Limitation of Damages. Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages relating to this Agreement except to the extent arising from such party's gross negligence, willful misconduct, or breach of Section 7.
- 13. Third Party Intellectual Property Indemnification. Arrivalist shall defend, indemnify and hold harmless Customer, its Affiliates and its and their directors, officers, employees, agents and other representatives, including Nominated Consultants, from and against all liabilities, losses, and expenses (including reasonable attorneys' fees) arising from any third-party claim that the Data, when used as a stand-alone product by Customer and without any modification, infringes such third Party's intellectual property rights or other proprietary rights.
- 14. No Restriction on Trading. No provision herein is intended to limit or prohibit Customer or any of its Affiliates from trading any financial product, including those regulated by the SEC or CFTC. Arrivalist will not disclose to Customer any information if:
 - a. The disclosure violates any applicable laws or regulations, including any relevant securities laws, and particularly insider trading laws;
 - b. The disclosure violates any agreement, contract or duty to which Arrivalist is subject; or
 - c. Arrivalist knows or reasonably should know that the disclosure of the information by the direct or indirect source of the information breaches or breached any agreement, contract, or duty to which the direct or indirect source was subject.
- 15. Entire Agreement. This Agreement (including any Appendices) constitutes the entire agreement between the Parties and supersedes all related discussions, understandings, prior agreements, and other communications between the Parties with respect to the subject matter hereof. No click-through, pop-up or other online terms presented by Arrivalist or the Data shall have any force or effect notwithstanding whether any Customer personnel accept such terms in their use of the Data.
- 16. Governing Law, Jurisdiction, Venue, Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of New York without regard to its conflicts of law provisions. Any action related to this agreement may be brought exclusively in a federal or state court of competent

jurisdiction located in the Borough of Manhattan, in the City of New York. The Parties irrevocably consent to the exclusive jurisdiction of such courts for the purposes of adjudicating any matter arising from or in connection with this Agreement, and each Party is hereby waiving any claim or defense that such forum is not convenient or proper. **Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this agreement**

17. Amendments. This Agreement may not be modified, amended, or rescinded unless set forth in writing and signed by a duly authorized representative of each Party.
18. Validity. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then each provision not so affected will remain in full force and effect.
19. Waiver. No course of dealing, course of performance, or failure of either Party strictly to enforce any term, right, or condition of this Agreement shall be construed as a waiver of any other term, right, or condition. For the avoidance of doubt, no waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision.
20. Assignment & Binding Effect. Neither Party may assign this Agreement without the other Party's prior written consent; provided that no such consent is needed in the event of a Party's assignment or transfer of the majority of its stock or all or substantially all of its assets to which the Data or Evaluation thereof relates, as part of a merger, acquisition or asset sale. Any assignment in violation of this Agreement will be void. This Agreement benefits and binds the Parties to this Agreement and their respective successors and permitted assigns.
21. Notices. All notices, requests and demands to or upon the Parties hereto shall be in writing and deemed to have been properly given or made when properly transmitted via email or via internationally recognized overnight courier, such as FedEx, UPS, or DHL, addressed as follows or to such other email address as may be designated hereafter in writing by the respective Parties:

To the Arrivalist:

Name: Greg Episcopia
Email: greg@arrivalist.com
Address: 1460 Broadway 4th Fl
New York, NY, 10036

To the Customer:

Name:
Email:
Address:

If a notice is sent on a Business Day and during Business Hours (at the place where notice is to be received), the Party receiving notice is obliged to confirm receipt within 24 hours of the notice being sent and such notice shall be deemed duly given when sent (as that date and time are recorded by logs maintained by the sender's outgoing email server). For a notice sent other than on a Business Day or sent on a Business Day but outside of Business Hours, the notice will be deemed sent on the next Business Day and at the start of Business Hours in the place received. If the sender receives an

automated message that the sender's email has not been delivered, or the receiving Party fails to acknowledge receipt within 24 hours of the notice being sent (or within 24 hours of the Next Business Day), the sending Party will be obliged to send notice by alternative means within a reasonable time after sending notice via email, however, such alternate notice will be deemed sent as of the time the initial notice was sent by email.

If a Party provides initial notice via FedEx, UPS, or other internationally recognized overnight courier, such notice is deemed given when received.

For those communications or records that the Parties are otherwise required under applicable law to provide in a written paper form, the Parties agree that each may provide such communications or records to the other by means of electronic communications as set forth in this Section 21.

[signature page follows]

Acknowledged and agreed

By: _____
Print Name

for and on behalf of

(Customer)

Signature: _____

Title: _____

Date: _____

Acknowledged and agreed

By: _____
Print Name

for and on behalf of

Arrivalist Co.

Signature: _____

Title: _____

Date: _____

ORDER FORM

This Order # [REDACTED] (“**Order**”) by and between the undersigned **Arrivalist** and **Customer** is executed pursuant to and as part of that certain Trial Data License and Mutual Non-Disclosures Agreement by and between **Arrivalist** and **Customer** dated as of **December [REDACTED], 2020** (the “**Agreement**”) and is effective as of the later of the dates specified in the signature blocks below (“**Order Effective Date**”). In the event of any conflict between the Agreement and this Order, unless this Order expressly provides that it is intended to modify the terms of the Agreement, the terms of the Agreement will control.

1. Data Description

The data, information and related software or services subject to this Order and the Agreement includes:

[Arrivalist Connected Automotive Data]

2. Data Delivery Details

Element	Description
Data schema:	See Exhibit A
History:	
File format:	
Filename convention:	
Delivery method:	
Delivery frequency:	
Delivery timing:	

3. Evaluation Period

The term of this Order shall commence upon Customer’s receipt of the complete transfer of the Data, as confirmed by the Customer, and shall remain in effect for [x] days (“**Evaluation Period**”), unless terminated earlier in accordance with the Agreement.

[Insert any milestones or renewal terms]

4. Fees

[Insert fee amount (if any), estimated expenses (if any) and timetable for payment, (if any)]

[(If applicable): The Fees identified herein as of the Order Effective Date shall be fixed during the Order Term. For any renewal term, no Fees shall be increased without the express written agreement of Customer and any increase shall be capped at the lower of: (a) three percent (3%), or (b) the then current Average Consumer Price Index for All Urban Consumers (CPI-U) as maintained by the United States Bureau of Labor Statistics. No pricing term or rate adjustments agreed upon by the parties shall apply retroactively nor shall they apply to services being provided under Orders already in progress.]

5. Invoices

Arrivalist shall submit all invoices under this Order as follows

[describe]

6. Individualized Reports; Status Meetings

[Insert a description of any individualized / special reports and/or status meetings related to this order, if applicable.]

7. Service Level Agreement

[Insert description of / reference to any SLA, if applicable]

8. Subcontractors; Flow-Down Provisions

[Specify whether Arrivalist will use subcontractors and provide the name of the subcontracting entity and/or individual subcontractor(s)]

Except to the extent otherwise expressly set forth in this Order, this Order is governed by the terms and conditions of the Agreement. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. This Order may be modified or amended only by a writing signed by both parties. The parties hereto acknowledge having read this Order and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties have each caused this Order to be signed and delivered by their duly authorized officers, all as of the Order Effective Date.

(“Customer”)

Arrivalist Co. (“Arrivalist”)

By: _____
Print Name

By: _____
Print Name

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

DATA SCHEMA

[Insert details of the Data Schema]