

Mobile Application End User License Agreement

This Mobile Application End User License Agreement ("Agreement") is a binding agreement between you ("End User" or "you") and Lucid USA, Inc. ("Lucid" or "we"). This Agreement governs your use of the Lucid Mobile Application and all related documentation ("Application") on your mobile device.

BY CLICKING THE "AGREE" BUTTON, DOWNLOADING, INSTALLING OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE WITHIN YOUR JURISDICTION TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND WAIVER OF CLASS ACTION AND JURY RIGHTS. PLEASE SEE THE DISPUTE RESOLUTION SECTION OF THIS AGREEMENT FOR MORE INFORMATION AND OPT-OUT INSTRUCTIONS.

If you do not agree to these terms, do not download, install or use the application and delete it from your mobile device.

1. License Grant. Subject to the terms of this Agreement, Lucid grants you a limited, non-exclusive, and nontransferable license to: (a) download, install, and use the Application for your personal, non-commercial use on a mobile device owned or otherwise controlled by you ("Mobile Device") strictly in accordance with the Application and all related documentation; and (b) access, stream, download and use on such Mobile Device the Content and Services (as defined in Section 5) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 5.

2. License Restrictions. You shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or
- (g) use the Application in any manner not intended by Lucid

3. **Reservation of Rights.** You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Lucid and its licensors and service providers reserve and shall retain all their respective rights, title and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto.

4. **Collection and Use of Your Information.** You acknowledge that when you download, install, or use the Application, Lucid may use automatic means to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy, found at www.lucidmotors.com/legal. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Lucid Privacy Policy.

5. **Geographic Restrictions.** The Content and Services are based in the state of California in the United States and provided for access and use only by persons located in the United States and Canada. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States or Canada and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States or Canada, you are responsible for compliance with local laws.

6. **Updates.** Lucid may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Lucid has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (a) the Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

7. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services ("Third-Party Materials"). You acknowledge and agree that Lucid is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Lucid does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

8. Term and Termination.

(a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or Lucid as set forth in this Section 8.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.

(c) Lucid may terminate this Agreement at any time without notice if it ceases to support the Application, which Lucid may do in its sole discretion, or for any other reason. or]. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

(e) Termination will not limit any of Lucid's rights or remedies at law or in equity.

9. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LUCID, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, LUCID PROVIDES NO WARRANTY OR UNDERTAKING,

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

10. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LUCID OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR LUCID WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. **Export Regulation.** The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

12. **US Government Rights.** The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with

respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

13. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

14. Governing Law. This Agreement will be governed and interpreted for all purposes by the laws of the State of California, without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. Except for Disputes under Section 17, the Lucid and you hereby consent to exclusive venue and jurisdiction for actions hereunder, including without limitation injunctive relief, in the state and federal courts in Alameda County, California.

15. Dispute Resolution. If either you or Lucid have a dispute, the party raising the dispute will send a written notice of the dispute to the other, along with the requested resolution. You can send your request to Lucid at disputes@lucidmotors.com. If a dispute is not resolved within 60 days, you and Lucid agree that any dispute or claim between you and Lucid or relating in any way to this Agreement will be resolved by binding arbitration, rather than in court, except that either you or Lucid may assert claims in small claims court if the claims qualify. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow this Agreement just as a court would. Claims arising out of or relating to the validity, application, scope, enforceability, or interpretation of this provision (the "Arbitration Agreement") shall also be decided by an arbitrator.

Unless otherwise agreed, for customers in the United States, the arbitration will be conducted by the American Arbitration Association ("AAA"). The arbitration must be conducted in accordance with AAA's Consumer Arbitration Rules, which are available at www.adr.org. The arbitration process shall include the appointment of a neutral arbitrator. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration. AAA provides a form Demand for Arbitration – Consumer Arbitration Rules at www.adr.org. Lucid will reimburse you for the cost of the arbitration unless the arbitrator determines your claims are frivolous. You may choose to have the arbitration conducted by telephone or video, based on written submissions, or in person in the county where you live or at another mutually agreed location.

WE EACH AGREE THAT YOU AND LUCID MAY BRING DISPUTES AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. The arbitrator cannot combine more than one person's claim into a single case, and cannot preside over any class, collective, consolidated, or representative arbitration proceeding (unless we both agree to change this in writing). We also both agree that you or Lucid may bring suit in court to: 1) enjoin infringement or other misuse of intellectual property rights; 2) file bankruptcy; 3) enforce a security interest in the vehicle by repossession; 4) take legal action in court to enforce the arbitrator's decision; or 5) request that a court review whether the arbitrator exceeded the authority granted by this Arbitration Agreement.

Any portion of this Arbitration Agreement that is unenforceable shall be severed, and the remaining portions shall be enforced. But if the waiver of class action rights is deemed unenforceable in connection with a claim involving class allegations, the entire Arbitration Agreement shall be unenforceable. If multiple claims or remedies are asserted in one action and one or more of those claims or remedies would not be subject to arbitration, you and Lucid agree that the claims or remedies that would not be subject to arbitration must be stayed until all claims or remedies that are subject to arbitration have been resolved. You and Lucid also agree that if claims or remedies are asserted against multiple parties, some of whom are not required to arbitrate, the claims or remedies subject to arbitration must be severed.

You may opt-out of the Arbitration Agreement, within 60 days from the date you download, install or use the Application, by sending an email to Optout@LucidMotors.com from the email associated with your reservation with “Arbitration Opt-Out” in the subject line and indicating your request to opt-out of the arbitration provision in the body of the email.

16. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. Entire Agreement. This Agreement and The Lucid Privacy Policy constitute the entire agreement between you and Lucid with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

18. Waiver. No provision of the Agreement will be waived by any act, omission or knowledge of a party. Any waiver on one occasion will not constitute a waiver of any other or subsequent duty or breach.