

LUCID CHARGING TERMS AND CONDITIONS

1. Access to Charging Services.

As part of your purchase of a Lucid vehicle, you may receive access to and/or paid support services on one or more charging networks for your Lucid vehicle (your "Lucid Charging Service").

In order to utilize your Lucid Charging Service, you must (1) be enrolled in the Lucid Charging Service; (2) have accepted the Lucid Charging Terms and Conditions and Lucid Privacy Policy; and (3) provide a valid payment method in your Lucid Wallet.

Unless otherwise set forth in the Lucid Charging Terms and Conditions ("Lucid Charging Terms"), the Lucid Privacy Policy shall also apply to the use of charging services through your Lucid Charging Service, and the terms defined in that agreement shall have the same meaning in the Lucid Charging Terms.

If you elect to use a charging network other than those included in your Lucid Charging Service, this charging service is not applicable, and you will be responsible for paying all charges directly to that network.

2. Payment through Lucid Charging Service.

The following terms describe your agreement to pay for current and future services, together with any related charges or fees, through the Lucid Charging Service.

In order to use your Lucid Charging Service, you allow Lucid to store, maintain, and recover funds from your specified payment method in accordance with these Charging Terms and Conditions.

When you add a payment method to your Lucid Account, such as a credit card, certain information including, but not limited to device location, device identification number, and card information may be sent to Lucid and shared with our payment processor. Card information is encrypted during the transmission and Lucid will not have access to the actual card number. When the stored payment method or a new credit card is used for purchasing goods and services on a Lucid hosted website or application, the necessary information to process payment will be shared with our global processors and our banking partners, to process your payment, comply with financial regulations, to prevent fraud, and for troubleshooting any payment issues. For information on how we handle your payment information, please see Lucid's Privacy Policy.

You must maintain at least one valid payment method in your Lucid Account. Any services received may result in charges being applied to your saved payment method, and charges may include taxes as required by law. Your failure to maintain accurate, complete, and up-to-date payment information, including an invalid or expired payment method, may result in your inability to access or use services.

Any person who uses your vehicle can also make use of the Lucid Charging Service, and you will remain responsible to Lucid for payment of the applicable charges. Lucid will require payment from you using the payment method saved in your Lucid Account. You will be able to review a summary of transactions in your Lucid Account.

In the event that any attempt to recover funds from you should fail using the payment method saved in your Lucid Account, you agree to allow Lucid to recover all or less than all of the amount owed for goods or services as set out in this clause. If we are unable to collect payment, we may contact you based on your information on file or may request payment when we are performing services for you. If you violate these Payment Terms, such as by not paying past due and unchallenged amounts, we may limit or block your vehicle's ability to use the related services until payment issues are resolved.

3. Charging and Idle Fees.

Unless you receive a complimentary charging package or subscribe to a service plan with preferred rates, you will be charged through your Lucid Charging Service at standard rates that are available on the Lucid Mobile App.

If you receive a complimentary charging package, your complimentary access and charging begins on the date you are enrolled and the Lucid Charging Service is activated for your Lucid vehicle. Your complimentary access will expire at the end of the complimentary package term; complimentary charging will automatically terminate once the complimentary charging has been fully consumed or at the expiration of the charging package term, whichever occurs first.

You will be notified prior to the expiration of your Lucid Charging Service. If you do not enroll in a subsequent plan, your Lucid Charging Service will be terminated upon expiration of your current plan and your access to charging networks and paid support services through the Lucid Charging Service will end. In the event that your Lucid Charging Service terminates, you will be responsible for paying all energy costs directly.

A charging session lasts from connecting to disconnecting the vehicle (plugging in to plugging out). When the vehicle is fully charged or when it reaches a battery level stated by the charging network for that site, idle or congestion fees may be incurred if the vehicle is not disconnected from the charger. The amount of the idle or congestion fee may vary by time and location; please refer to rates posted at the charging site.

If you incur energy charges, idle fees, congestion fees, or any other charges, you agree to pay using the payment method on file and grant authorization to Lucid and/or the applicable third-party payment-processor to charge your payment method. You will be responsible for payment of all taxes, tariffs, levies, or duties applicable to your payment.

Except to the extent set out in applicable law, Lucid will not be liable for any damage or loss suffered as a result of your use of a charging station or Lucid's payment processes.

4. Subscription Service Plan

Charging services may be offered as Subscription Service Plans, which are activated when you enroll in a specific service plan. Please see the Lucid website for available service plans.

To enroll in a Subscription Service Plan, you must select and purchase the subscription service of your choice and provide a valid form of payment. Your Subscription Service Plan will start after the expiration of any promotional charging package, if any, and continue for the length of time specified in your service plan.

AUTOMATIC RENEWAL. IF YOU PURCHASE A SUBSCRIPTION SERVICE PLAN, AT THE END OF YOUR PREPAID SUBSCRIPTION, YOUR SERVICE PLAN WILL RENEW AUTOMATICALLY FOR ADDITIONAL PREPAID PERIODS AS DESCRIBED IN THE SERVICE PLAN FOR YOUR SUBSCRIPTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. AN EMAIL WILL BE SENT TO THE ADDRESS ON FILE PRIOR TO THE AUTOMATIC RENEWAL TO REMIND YOU OF THE UPCOMING RENEWAL AND THE MEANS TO CANCEL. YOUR SUBSCRIPTION SERVICE ACCOUNT WILL BE BILLED, AND YOUR PAYMENT INFORMATION ON FILE WILL AUTOMATICALLY BE CHARGED AT THE SUBSCRIPTION RATE IN EFFECT AT THE TIME OF RENEWAL, PLUS TAXES AND OTHER APPLICABLE CHARGES, UNLESS YOUR SUBSCRIPTION IS CANCELLED BY YOU OR BY US AS ALLOWED BY THIS AGREEMENT. YOU MAY CANCEL YOUR AGREEMENT AT ANY TIME IN THE LUCID MOBILE APP OR AT LUCIDMOTORS.COM/PORTAL BY LOGGING INTO YOUR ACCOUNT AND CLICKING UNSUBSCRIBE.

If you sell or otherwise transfer your Vehicle with an active Subscription Service Plan, it is your responsibility to cancel the Subscription Service Plan in accordance with this Agreement and update your Account to remove the Vehicle. Please remember that Subscription Service Plans automatically renew unless you turn "off" the Auto Renew feature in your Account or otherwise cancel your Subscription Service Plan.

5. Amendment of the Terms of Use

The latest version of the Lucid Charging Terms and the latest information on applicable fees and charges can be found at the Lucid website.

Lucid may, in its sole discretion, amend the Lucid Charging Terms. If Lucid intends to amend the Lucid Charging Terms, it shall notify existing users of the content of the amended Lucid Charging Terms and the time when the amended Lucid Charging Terms will become effective by means of an e-mail sent to the user e-mail address (the "Registered E-mail Address") in your Lucid Account. The amended Lucid Charging Terms shall become effective as of the date in the notice by Lucid. Lucid shall be deemed to have notified the user once the e-mail has been sent out to their Registered E-mail Address.

A user who does not accept the amendment to the Lucid Charging Service shall terminate the Lucid Charging Service and shall not use any Lucid charging services thereafter. If the user does not terminate the Lucid Charging Service and continues to use any Lucid charging services after the amendment to the Lucid Charging Terms, he/she shall be deemed to have accepted the amended Lucid Charging Terms.

6. Important Limitations.

The Lucid Charging Service is not transferrable in the event you sell, rent, lease, loan or transfer ownership of your vehicle. You may use the Lucid Charging Service only with the Lucid vehicle you purchased from Lucid and whose VIN was used when enrolling in the Lucid Charging Service. No other vehicle, whether owned by you or others, is permitted to use your Lucid Charging Service. The sale, barter, transfer or assignment of your Lucid Charging Service benefits is strictly prohibited.

If you receive and are utilizing a promotional package of free charging, You are not permitted to use the Lucid Charging Service if your vehicle is being used for any commercial purpose, including as a taxi, to commercially deliver or transport goods, for government purposes, or for ridesharing or ride sourcing. Excessive charging for the purpose of transferring energy to other vehicles or systems in non-emergency situations is not permitted. Discharging stored energy for emergency roadside assistance or as emergency backup power for residential buildings in the event of a power outage is allowed, but only for reasonable personal (non-commercial) use.

You must use the correct connector type or an adaptor that is compatible with the charging station equipment and charge at the correct power level for your Lucid vehicle.

You must comply with all applicable laws and regulations when charging your vehicle on any other charging network. This Lucid Charging Service is valid only in the United States.

Lucid reserves the right to withhold, revoke, reduce, terminate, or suspend your access to the Lucid Charging Service, without notice, if Lucid determines or suspects, in its sole discretion, that you (a) are in violation of these Terms and Conditions or any other contract between you and Lucid; (b) have engaged in charging sessions that are excessive, fraudulent, or otherwise indicate an unauthorized or unintended use of this Lucid Charging Service; or (c) have engaged in any illegal, fraudulent, tortious, injurious, harmful, or abusive conduct in your use of the Lucid Charging Service or any charging network included therein.

7. Account.

Your Lucid vehicle will be enrolled by Lucid in the Lucid Charging Service at the time you receive your vehicle. Each enrollment is for a single Lucid account only, unless otherwise expressly agreed upon by us in writing. You agree to treat your access credentials as confidential information and not to disclose such information to any third party. You shall immediately notify Lucid if you suspect or become aware of any loss or theft of your password or any unauthorized use of your username and password. Lucid will not be liable for any loss or damage arising from your failure (whether inadvertent or intentional) to comply with these obligations. You must maintain and promptly update your account information to ensure that such information is complete, true, accurate, and current.

Your Lucid Charging Service will be terminated when Lucid is notified or learns that you have transferred ownership of your Vehicle. You must notify Lucid in the event you transfer ownership of your vehicle, otherwise you will remain responsible for all charges incurred.

8. Security Restrictions.

You shall not, nor shall you permit any third party or person to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure implemented by Lucid or by the charging network being utilized.

9. Age Limitation.

You represent that you are at least eighteen years of age or the legal age of majority in your state (whichever is greater) and will, at all times, provide true, accurate, current, and complete information (for which you have all necessary rights, permission(s), or authority) when enrolled in the Lucid Charging Service.

10. Transaction History.

You are responsible for checking your transaction history to ensure that your transaction history and any fees charged are accurate. Lucid has no obligation to review or correct any billing error unless you provide notice within seven (7) days of the date of the transaction in question.

11. Cancellation.

You can cancel your Lucid Charging Service at any time by contacting Lucid at: 7373 Gateway Blvd, Newark CA 94560 Phone: (844) 367-7787 or customercare@lucidmotors.com.

12. Charging Speed.

Actual speed of charging may vary during charging sessions due to factors such as vehicle capacity at start of charging, temperature, battery age, vehicle efficacy, vehicle usage, and power output of the charging station.

13. Privacy Policy.

Lucid's Customer Privacy Policy is incorporated into this Agreement and can be found at <https://www.lucidmotors.com/legal#privacy-policy>.

14. Proprietary Rights.

These Charging Terms provides only a limited license to access and use the Lucid Charging Service and the charging networks included therein. All trademarks, service marks, text, graphics, headers, icons, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including HTML, CSS, XML, and JavaScript code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Lucid Charging Service unless otherwise indicated, are owned, controlled, and licensed by Lucid and/or Electrify America, Tesla, and any other included charging network. In particular, without limitation, the Lucid logo, the Electrify America logo, the words "Electrify America," all Lucid product or service names, and Lucid advertising slogan(s) are trademarks. Nothing contained in the Lucid Charging Service should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Lucid's or Electrify America's or Tesla's, or any other charging service included in the Lucid Charging Service's, trade names, trademarks or service marks without express prior written consent. All rights not expressly licensed hereunder are reserved by Lucid.

15. Other Terms and Conditions.

Additional notices, terms, and conditions may apply to products, services, receipt of (or access to) certain materials, participation in a particular program, and/or to specific portions or features of the Lucid Mobile App, including without limitation the terms of app stores, digital distribution services, and/or third-party payment processors. You agree that these Terms and Conditions supplement and operate in addition to any other terms of use imposed or required by any digital download or user interface platform from which you download or access the Lucid Charging Service.

16. Mobile Usage.

The Lucid Charging Service offers various tools or display functionality that are available to you via your vehicle, the Lucid Mobile App, or your Lucid account. Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Lucid Mobile App. In addition, downloading, installing, or using the Lucid Mobile App may be prohibited or restricted by your mobile carrier, and not all functionality the Lucid Charging Service offers may work with all carriers or devices or in all locations. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Lucid Mobile App is available for your mobile devices; what restrictions, if any, may be applicable to your use of the Lucid Mobile App; and how much such use will cost you.

17. Disclaimer.

LUCID DOES NOT REPRESENT OR WARRANT THAT THE LUCID CHARGING SERVICE OR ANY CHARGING NETWORK INCLUDED WITHIN THE LUCID CHARGING SERVICE WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS. THE LUCID CHARGING SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND LUCID HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, LUCID EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD PARTY PROVIDED MATERIALS, PROGRAMS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE LUCID CHARGING SERVICE, LUCID CHARGING TERMS AND CONDITIONS, v.02, EN-US

AND YOU AGREE THAT LUCID SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS A RESULT OF ANY SUCH DEALINGS BETWEEN YOU AND A THIRD PARTY.

18. Limitation and Liability.

LUCID SHALL NOT BE RESPONSIBLE FOR ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND LUCID'S CONTROL. MOREOVER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LUCID BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE LUCID CHARGING SERVICE OR FOR ANY INFORMATION AND MATERIALS AVAILABLE THROUGH THE LUCID CHARGING SERVICE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF LUCID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TOTAL LIABILITY OF COMPANY FOR ANY REASON WHATSOEVER RELATED TO USE OF THE LUCID CHARGING SERVICE SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE LUCID CHARGING SERVICE (DURING THE LAST TWELVE (12) MONTHS) OR TEN U.S. DOLLARS (\$10 USD), WHICHEVER IS GREATER.

19. Indemnification.

You agree to indemnify, defend, and hold Lucid (and its affiliated companies, contractors, employees, agents, and suppliers and partners) harmless from any and all claims, suits, actions, liabilities, losses, costs, damages, expenses, and any other liabilities, including without limitation attorneys' fees, arising out of or related in any manner to your breach or alleged breach of these Charging Terms and Conditions or for any violation or alleged violation of the rights of any other person or entity.

20. Governing Law.

These Charging Terms and Conditions have been made in and will be construed and enforced solely in accordance with the laws of the state in which you purchased your Vehicle. Any dispute will be resolved in accordance with the arbitration provisions set forth in your Lucid Order Terms and Conditions.

21. Waiver & Severability.

Failure to insist on strict performance of any of the terms and conditions of these Charging Terms and Conditions will not operate as a waiver of any subsequent default or failure of performance. No waiver by Lucid of any right under these Charging Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of these Charging Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Charging Terms and Conditions shall continue in effect.

22. Contact Information.

To contact us regarding these Charging Terms and Conditions, please contact Lucid at: 7373 Gateway Blvd, Newark CA 94560 Phone: (844) 367-7787, Attn: Legal.