

Lucid Connectivity Services Terms and Conditions

These Connectivity Services Terms and Conditions are the agreement between you and Lucid USA, Inc. (“**Lucid**,” “**we**” or “**us**”) for the provision of Connectivity Services (as defined below) to you (the “**Terms and Conditions**” or “**Agreement**”). You confirm that you are the age of majority in your jurisdiction.

These Terms and Conditions apply ONLY to Lucid vehicles sold in the fifty (50) United States and Canada.

1. INTRODUCTION

Vehicle connectivity allows us to deliver many of the amazing features in your Lucid vehicle (“**Vehicle**”). The connectivity services are comprised of a wireless-based platform and associated vehicle services for consumer use with Lucid Vehicles, and includes systems, features, services, and other technologies, as well as mobile applications and other online services (“**Connectivity Services**” or “**Service(s)**”). The Connectivity Services are described on the Lucid website and generally include:

- “**Connectivity Services**” or “**Service(s)**” – these consist of connectivity and wireless services made available to you by or using the networks of third-party providers. Connectivity Services include Standard Services or Subscription Services.

- “**Connectivity Services Provider**” – Lucid, Lucid subsidiaries, affiliated entities of Lucid, Lucid studios, and Third-Party Services providers, including, but not limited to, underlying connectivity providers, content suppliers, licensors, and towing companies, that provide the Services.

- “**Subscription Services**” – these are made available to you by Lucid for a specified period of time (*e.g.*, monthly or annually) and for a fee charged to you pursuant to a service plan that you select such as Dream Connect Premium.

- “**Third Party Services**” – these are made available to you by persons or entities that are not affiliated with Lucid or any of Lucid’s subsidiaries or affiliated companies and may require you to enter into a separate agreement with the non-Lucid entity (“**Third Party**”) offering such services. Some of the Third-Party Services may require a separate third-party subscription or purchase. For, example, certain music streaming applications require a Third-Party subscription. Additionally, certain Third-Party Services may require Connectivity Services.

- “**Standard Services**” – these are either made available to you for a period of time at no cost to you such as Dream Connect or on a trial basis such as a trial of Dream Connect Premium. For Standard Services provided on a trial basis, if you wish to continue use of trial Standard Services after their expiration, you may be required to purchase a Subscription Service.

These Terms and Conditions along with the Vehicle Data Privacy Policy, descriptions of Connectivity Services made available through our website(s), and other policies and documents referenced in these Terms and Conditions are incorporated into this Agreement and constitute a legally binding agreement between Lucid and any person who has enrolled, registered for and/or activated the Connectivity Services, any person who has registered for an account relating to use of the Connectivity Services and any person or entity who uses your Vehicle or the Connectivity Services (*e.g.*, other drivers, guests and passengers) (“**you**”, “**your**”, or “**yourself**”).

Lucid reserves the right to modify the Connectivity Services, a service plan (or pricing) or this Agreement at any time in our sole discretion. Depending upon the nature of the modifications, we will provide notice of such changes via the Vehicle or other channels and the date on which such change is effective. If you continue to use

the Services after the effective date of the change or otherwise agree to the change, the change will become part of this Agreement as of the effective date of the change.

If you are a consumer in Québec, we will notify you in writing no less than thirty (30) days before the change and provide you with the new terms and the date they are coming into force; you have a right to refuse these modifications and cancel your Services at no cost to you by notifying us in writing within thirty (30) days of the change coming into effect. If we make any material changes to this Agreement that, in our sole judgment, would have an adverse effect on your use of the Service or if any such change materially affects your rights under the Agreement, you may cancel the affected Service. If you do not cancel your Services within thirty (30) days of the date of the notice, then you will be agreeing to the change, and it will automatically become part of the Agreement.

You should frequently review this Agreement (including the effective date) and applicable policies and other documents from time to time to understand the terms that apply to your use of the Services.

If you do not agree with any modifications, your sole and exclusive remedy is to not use the affected Service or, to the extent applicable, cancel the affected Service.

2. ACTIVATION OF SERVICES

To use the Services, you must be the age of majority in your jurisdiction of residence and have the legal capacity to enter into this Agreement and you must accept this Agreement. You accept this Agreement at the earlier of any of the following: (a) when you agree to this Agreement in your Vehicle (e.g., through the head unit in your Vehicle) or the mobile application, (b) when you register your account with us, (c) when you authorize the Lucid studio to enroll you in the Services on your behalf, (d) when you purchase or lease a Vehicle that includes the Services and you activate the Services, (e) when you (or someone you authorize to use your Vehicle or your account) use the Services or accept any of the benefits of the Services (including using a Vehicle with the Services activated), (f) when you sign the agreement to purchase or lease your Vehicle which incorporates this Agreement by reference, or (g) when you speak with a Lucid customer care agent and request that they activate the Services on your behalf.

3. CONNECTIVITY SERVICES ACCOUNT.

You may be required to register and create an account with Lucid in connection with your use of the Services (“Account”).

You agree: (a) to provide Lucid with accurate and complete information about you when you register for any Account and to keep that information current at all times; (b) that you are fully responsible for (i) maintaining the confidentiality of your Account credentials and password(s), (ii) all activities that occur using your Account and password(s), and (iii) complying with any terms and conditions applicable to the use of any Services or your Account; (c) not to share, let anyone else access or do anything else that might jeopardize the security of your password(s) or Account, and (d) to notify Lucid if any of Account credentials or passwords are lost, stolen or disclosed to an unauthorized third party, if there is any unauthorized use of your password or Account, or if you learn of any other breach of security in relation to Lucid, your Account or the Services.

Anyone who has access to your password may be able to access your Account and your Services, including through the Lucid app.

USERS OF SERVICES AND ACCOUNTS

Registration for the Services is only available to the owner or lessee of record for the applicable Vehicle (or the person authorized to act on their behalf).

You promise to educate and make all other drivers, passengers, guests, occupants and users of your Vehicle and the Services aware of the terms, conditions, and limitations applicable to the Services and inform them that they are subject to this Agreement in connection with their access to and use of the Services.

When you accept this Agreement, you agree that you are responsible for compliance with this Agreement and any use of the Services in the Vehicle or otherwise, whether by you or any passengers, guests, users or occupants of the Vehicle at any time and even if You are not the one using it, and even if you later claim the use was not authorized. You also are solely responsible for the Services requested by you or by anyone using Your Vehicle.

Lucid will only accept requests to activate, cancel, change or reactivate your Services or Account from you or another user who has been authorized by you, as listed in your Account, and is of legal age (or from someone Lucid believes is your authorized agent), and you agree to pay any charges associated with these requests. Neither Lucid nor any Connectivity Services Provider has any obligation to inquire about the authority of anyone using your Vehicle.

4. RESPONSIBLE USE OF THE SERVICES

You have full responsibility and assume all risks related to use of the Services and any other features, content, and applications available in or through your Vehicle, regardless of whether such use is by You or other drivers, passengers, guests, occupants and users of the Vehicle. Only use the Services when it is safe to do so. Failure to do so may result in an accident involving serious injury or death.

You acknowledge and agree that you and any other drivers, passengers, guests, occupants and users of your Vehicle: (a) are responsible for following all applicable laws, rules, ordinances and regulations, including requirements of relevant government regulatory bodies, applicable to use of the Services or Your Vehicle, (b) will use emergency and roadside services only for actual emergencies and roadside assistance needs, (c) will not use the Services for any fraudulent, unlawful, improper or abusive purpose or in any way that interferes with our provision of Services to you or our other customers, and (d) will not abuse or do anything to damage the business operations, services, reputation, employees or facilities of any of us and the Connectivity Services Providers.

If you or any driver, passenger, guest, occupant or user of your Vehicle violates any of these obligations or uses the Vehicle or Services to commit a crime or for another improper purpose, you agree you will be responsible for any and all costs, expenses, losses, liabilities, damages and other amounts anyone else claims from us or the Connectivity Services Providers arising out of or resulting from, directly or indirectly, any such act, violation, crime, purpose, use, or omission.

5. INTELLECTUAL PROPERTY AND LICENSE GRANT

Lucid's content, our materials, services, logs, service marks and trademarks are protected by patent, trademark, copyright, or other intellectual property laws. Infringement by you may result in civil or criminal prosecution.

The Connectivity Services, including but not limited to, text, design, graphics, interfaces, or code and the selection and arrangements thereof are protected by patent, trademark, copyright, or other intellectual property laws and is the property of their respective owners and are used under license by Lucid.

Nothing in this Agreement or your subscription to, or licensing of, any Lucid products or services grant any right, title, proprietary or ownership interest in any of Lucid or any of its licensor's patents, trademarks, copyrights or other intellectual property rights.

You hereby grant to Lucid a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Lucid's products or services any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the improvement, operation, or use of the Services.

6. STANDARD AND SUBSCRIPTION SERVICES

The Services may be offered as Standard Services or Subscription Services, which are activated when you enroll in a service plan that requires you to register with Lucid (a "**Subscription**"). Please see the Lucid website for available service plans, including any Standard Services available with your Vehicle.

If you are enrolled in a trial Standard Service and wish to receive such Services after the trial period has expired, you must select and purchase a service plan for the applicable Subscription Service and provide a valid form of payment. Your self-paid Subscription Services start immediately following the end of your trial period, if any, and continues for the length of time specified in your service plan.

AUTOMATIC RENEWAL. IF YOU PURCHASE A SUBSCRIPTION SERVICE, 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 are a consumer in Québec, at the end of your Subscription, your service plan may renew automatically for a monthly or annual term. For an annual Subscription, you will be notified in writing before automatic renewal between the 90th and 60th day before renewal to remind you of the upcoming renewal and of the means to cancel. Your Subscription 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 Services are cancelled by you or us as allowed by this Agreement. You may cancel your Subscription 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, your Subscription is not transferable; however, if the Vehicle is transferred during a Lucid-paid trial subscription, the trial Subscription will remain active until the original trial period expires. You will have to notify the new owner or transferee that they will have to establish their own Account and You will want to update your Account to remove the Vehicle being transferred. Upon expiration of the original trial period, the new Vehicle owner or transferee may enroll in a paid Subscription. If you sell or otherwise transfer your Vehicle with an active Subscription, it is your responsibility to cancel the Subscription in accordance with this Agreement and update your Account to remove the Vehicle. Please remember that Subscriptions automatically renew unless you turn "off" the Auto Renew feature in your Account or otherwise cancel your Subscription.

7. OVER-THE-AIR UPDATES

The Services and Your Vehicle's hardware, equipment, features, applications, and other "systems" involve software for which updates or changes ("**Updates**") may be needed, required or made available, from time to time. Such Updates may affect or erase data you or others have stored on or within the Vehicle, systems or Services, and may add, remove, modify or otherwise "change" certain of the Services. **We are not responsible for any such lost data, nor will we be liable to you or others for any such changes to the Services. You may incur data charges for such software updates.**

You understand, acknowledge and agree that certain Updates may require or need further action by you; upon receiving notice of such Updates, you acknowledge and agree that it is your responsibility to review and take action to complete the download and/or installation of such Updates and/or take any further action needed to respond to such Updates. We will not be liable to you or any others if you fail or decline to successfully complete such actions.

We may push, download and/or install certain firmware and software Updates from time-to-time, automatically and without further consent from you ("**Automatic Updates**"). You expressly acknowledge and agree that Lucid may push, transmit, download, and/or install Automatic Updates at any time to the Vehicle and the Connectivity Services, regardless of your Services, your service plan or your Subscription and even if your Vehicle does not have a current or active Service or Subscription. You also agree that Lucid may automatically retrieve information from the Vehicle, as described in the Vehicle Data Privacy Policy. You are not entitled to receive any Updates and some Connectivity Services may not be available during Updates.

For Vehicle firmware Over-the-Air Updates, Updates will only occur if all of the following preconditions are met: (a) all occupants have exited the Vehicle (user will receive a two-minute countdown to exit); (b) the Vehicle is in Park; (c) the doors are locked; and, (d) the Vehicle has at least 20% battery charge to perform the Update. The Update will install in the background, however while performing the installation of the Update, the Vehicle will not be able to be driven and the Update may not be cancelled. Updates may only be performed on genuine Lucid parts and software and modification of the hardware or software of the Vehicle may inhibit the ability to successfully complete the Update. Primary subscribers of Connectivity Services will receive a notification of the Update after the installation is complete according to their communication preferences. Removal of the battery during Updates can cause the Update to fail. If the Update fails for any reason, you can contact Customer Care to resolve the issue.

8. OTHER TERMS APPLICABLE TO THE SERVICES

8.1 Cameras. The Vehicle is equipped with external and internal cameras. Some Connectivity Services may use cameras to record and/or offboard information from the Vehicle. For more information, please refer to the Vehicle Data Privacy Policy. It is your responsibility prior to activating camera recording to ensure that doing so will not violate any applicable regulation, ordinance, or other law.

8.2 Maps and Navigation. The routes that we provide to you are based on map information available to us but may be inaccurate or incomplete. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads, detours or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. In addition, traffic, weather and other events may cause road conditions to differ from the results generated. You should always use good judgment, obey traffic and roadway laws and instructions, and evaluate whether it is safe and legal based on current traffic, weather, and other conditions to follow the directions provided by the Services or

your Vehicle's navigation system. Disconnecting Data Sharing or other connectivity interruptions may interrupt the ability to download maps.

8.3 Dream Connect Premium Navigation. Satellite maps and map downloads over LTE/Carrier Connection require Subscription Services and Data Sharing enabled.

8.4 Voice Assistant Plus. Voice Assistant Plus requires Subscription Services. Certain Voice Assistant Plus features require Third Party Services.

8.5 Music Streaming. In-Vehicle music streaming applications may require a separate Third Party Service account or subscription.

8.6 Remote Features. The Services include remote features such as remote: door lock/unlock, horn and lights, frunk/trunk opening, alarm, find my car, charging status and scheduling, and HVAC settings. It is your responsibility prior to activating remote features to ensure that doing so will not violate any applicable regulation, ordinance, or other law. For remote features to function both the Vehicle and mobile phone require connectivity.

8.7 Wireless or cellular data caps. Lucid may set caps on cellular data use at its discretion.

9. COLLECTION AND USE OF DATA ABOUT YOU AND YOUR VEHICLE

9.1 Location Information. THE VEHICLE COLLECTS, STORES, AND TRANSMITS TO LUCID PRECISE GEOLOCATION DATA. THIS DATA WILL BE USED TO PROVIDE THE CONNECTIVITY SERVICES AGREED TO AT ENROLLMENT AND ALL RELATED PRODUCTS AND SERVICES, DIAGNOSTICS OR ANALYTICS THAT ARE NOT RELATED TO THE CONNECTIVITY SERVICES AND RELATED PRODUCTS AND SERVICES, MARKETING, AND MARKET RESEARCH. ADDITIONAL DETAILS RELATED TO THE COLLECTION, USE, AND SHARING OF THIS INFORMATION CAN BE FOUND IN THE VEHICLE DATA PRIVACY POLICY REFERENCED BELOW.

The Connectivity Services use both non-precise and precise location information, such as your Vehicle's latitude/longitude (*e.g.*, based on GPS signals from Your Vehicle) and/or location information from your mobile device (*e.g.*, if you agree to location services within the App). You acknowledge and consent to our collection, sharing, and use of location information in connection with the Connectivity Services, as described in the Vehicle Data Privacy Policy. Certain of the Connectivity Services may allow you, or other individuals authorized to use the Connectivity Services for your Vehicle, to access location information, such as last known location or real-time location for your Vehicle, and to receive access to reports or alerts about the location and use of your Vehicle, even when it is being used by others.

9.2 Consent to Data Collection by Lucid. You consent to the collection, use, disclosure, and sharing of your account information and Vehicle information as described in our [Vehicle Data Privacy Policy](#). You may choose to opt-out of your vehicle's transmission of Vehicle Data to us. Please note that opting-out of Data Sharing settings only affects data sharing from your vehicle to Lucid and no other connected services such as Third Party Services, as more fully described in the [Vehicle Data Privacy Policy](#). Opting out of Data Sharing does not impact Lucid's ability to perform Updates or wirelessly obtain information about the firmware or software on your Vehicle. Turning off Data Sharing will necessarily disable some Connectivity Services in your vehicle that require wireless communication, including signing in and out of your user profile, downloading new maps in navigation, saving and restoring user profiles and preferences, resetting user PINs, and Lucid mobile app interactions. Turning off

Data Sharing may also impact our ability to perform remote diagnostic services for your vehicle. If you want to turn Data Sharing back on, you can do so at any time to re-enable these features and resume transmitting data from your Vehicle to Lucid (“**Vehicle Data**”).

9.3 Collection by Third Parties. As explained in our [Vehicle Data Privacy Policy](#), Third Party Services in your Lucid Vehicle are provided by our third-party partners, including media streaming services like SiriusXM, Spotify, TuneIn, iHeartRadio, and Pocket Casts, as well as smartphone integration services like Apple CarPlay. Any personal information or Vehicle data collected by Third Parties is governed by their privacy policies, not Lucid’s Privacy Policy or our [Vehicle Data Privacy Policy](#). Please refer to the Third Party privacy policies for more information about how they process and/or control your personal information and Vehicle Data when using features related to their services. Lucid will update the list of Third Party partners in the [Vehicle Data Privacy Policy](#) as appropriate to identify other Third Party services that Lucid engages to provide additional products and services.

9.4 Vehicle Location Data. If you breach any of the terms of your agreement(s) governing the lease or finance of your Vehicle through Lucid or one of its partners, we may use the Services to locate you or your Vehicle for the purpose of communicating with you and/or recovering your Vehicle. YOU EXPRESSLY CONSENT TO THE USE OF THE SERVICES IN THIS MANNER.

10. AVAILABILITY OF SERVICES, INFORMATION, AND TECHNOLOGY

10.1 Availability of Services. Connectivity Services are only available in the continental United States, Alaska, Hawaii, Canada, and Mexico using wireless communication networks and the Global Positioning System (“**GPS**”) satellite network. NOT ALL CONNECTIVITY SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL VEHICLES. The Connectivity Services use wireless transmissions and your Vehicle must be in range of a transmission signal. Additionally, many factors can impact the availability and quality of the Connectivity Services such as the network, wireless coverage area, your Vehicle’s hardware and software, damage to the Vehicle, terrain, buildings, physical location of the Vehicle (e.g., in an underground parking structure, in a tunnel), actions of third parties, and weather. You agree that use of the Services is subject to these limitations and restrictions outside of Lucid’s control.

10.2 Availability of Information. Services may be limited to geographic areas where map data is available in our databases or provided from the databases of our suppliers or other service providers, which may result in less map data and emergency contact information than that which is generally available. The information available via any content-based features of the Services is limited to that information which is available in the databases of the Connectivity Services Providers selected by us, which may or may not be complete or accurate at all times.

10.3 Availability of Telecommunications Technology. The Connectivity Services use digital wireless telecommunications technology outside of our control and in the control of the wireless service providers who provide the telecommunications technology. Telecommunications technologies have been known to change over time, resulting in the obsolescence of certain telecommunications networks. If the telecommunications technology used by the Connectivity Services changes in a way that results in incompatibility of those technologies with the Connectivity Services, then the Connectivity Services may not work, and we may be forced to cancel your Connectivity Services. If other changes occur to the telecommunications technology used by the Connectivity Services, we will take reasonable measures to notify you of the effective date of cancellation and any applicable changes to these Terms and Conditions.

11. FEES AND PAYMENT

11.1 Service Fees. If a particular Service requires payment of a fee, the fees for such Services and any corresponding service plan and service period will be indicated when you choose such Service and/or service plan and provide your Payment Information (defined below) for the method of payment that we accept. Unless cancelled earlier by you or us, Subscription Services may renew automatically as described in Section 6 (Standard and Subscription Services). The price for a Service and/or your service plan may change over time, and we will use the rates in effect at the time of renewal for the applicable service period for those charges.

11.2 Payment. By providing your payment information to us (“**Payment Information**”), you represent to us that you have the right to provide such Payment Information to us and that we have the right to use that Payment Information for the fees and charges due to us for the Connectivity Services under this Agreement. You also authorize us to receive automatic updates of your Payment Information from the financial institutions for your applicable account so that such information remains current; however, we have no obligation to do so, and you are responsible for keeping your Payment Information current with us. You may update Your Payment Information via your Account on the Lucid portal. To the extent a Third Party Service is offered by one of our Connectivity Services Providers, you are responsible for paying directly to our Connectivity Services Provider(s) any charges for services provided by them that are not expressly covered by your service plan or otherwise charged to your Subscription or Account. We reserve the right to suspend, terminate, or deactivate your Services for non-payment. If your payment card provider or financial institution refuses a charge or an automated withdrawal, we may terminate or suspend your subscription or Services. If you object to any fees or charges for Services billed by or through us, you must notify us in writing within 30 (thirty) days after the fee or charge is incurred (unless the law does not allow a limit or requires a longer period), OR YOU AUTOMATICALLY WAIVE THE DISPUTE.

11.3 Taxes and Other Fees. You agree to pay all taxes, fees, and surcharges charged to you by us or a Connectivity Services Provider. We may charge additional fees related to our costs (or the costs of our Connectivity Services Providers). These can include items such as regulatory charges; administrative charges; gross receipts charges and certain other taxes imposed upon Lucid, or charges for the costs that we incur and pass along to you, and other charges related to governmental costs. Such charges are subject to change, and you may not receive advance notice of any changes.

12. TERMINATION, CANCELLATION, REFUNDS, AND REACTIVATION

12.1 Your Right to Disable Services or Cancel Your Subscription. You may disable the Services in your Vehicle or cancel your Subscription at any time by contacting us as described in “How to Contact Us” at the end of this Agreement. In the event that You would like to cancel your subscription, you must inform Lucid of your intention to cancel their subscription at least one (1) day before the next scheduled payment in your billing cycle to avoid being charged for the following month. Please note that cancellation does not entitle you to a refund.

12.2 Cancellation upon Vehicle Disposal. You must cancel your Subscription if you sell your Vehicle, your Vehicle lease ends without an authorized extension, or your Vehicle is destroyed. If you fail to cancel your subscription or any other paid Service, you will remain responsible for the payment obligations for your Subscription, or any other Services paid by you.

12.3 Our Cancellation and Suspension Rights. We reserve the right to suspend or cancel your subscription, your Account and any of the Services at any time as follows: (a) for any reason in our sole discretion and if we

cancel Your Subscription without cause, we will give you notice thirty (30) days prior to the effective date of cancellation after which your subscription will be deactivated and your access to the subscribed Services will terminate; (b) if you are a consumer in Quebec: for any reason, and if cancel your Subscription without cause, we will give you notice no less than sixty (60) days prior to the effective date of cancellation, after which your subscription will be deactivated and your access to the subscribed Services will terminate; and (c) without prior notice to you for any good cause, including but not limited to, if you (i) breach any part of the Agreement, (ii) do not pay amounts that are due, (iii) interfere with our efforts to provide service or interfere with our business, (iv) the Services or the wireless phone number assigned to Your Vehicle for the delivery of the Services are being used for illegal or improper purposes or we have a reasonable suspicion of any such use, (v) engage in any activities or conduct that we, in our sole discretion, determine to be negligent, offensive or abusive; (vi) harass/threaten/abuse/offend our employees or agents or those of our Connected Services Providers; (vii) provide false, inaccurate, dated, or unverifiable identification or credit information; (viii) are no longer the owner/lessee of the Vehicle.

12.4 Refunds. You have no right to a refund if we suspend or cancel your Services as set forth in Section 12.3 (Our Cancellation and Suspension Services) above. Because you have not paid for a trial Subscription, you are not entitled to any refund for any cancellation or termination of a trial Subscription.

12.5 Reactivation. You do not have any right to have your Subscription, Services or Account reactivated for any reason, even if you cure any of the issues that resulted in cancellation, termination or suspension. It is solely our decision as to whether to allow you to have a Subscription, a Service or an Account again. If you decide to re-activate, re-enroll or re-subscribe and we decide to authorize such reactivation, you may be required to pay a reactivation fee.

12.6 Transferring your Services. Unless we agree otherwise, Your Subscription, Services, and Account are personal to You and not transferrable to another vehicle, account or person.

13. DISCLAIMERS; LIMITATIONS ON LIABILITY

13.1 Interruption Events. Lucid is not responsible for any delay, interruption, or other failure to perform under this Agreement due to acts, events, or causes beyond the reasonable control of Lucid, including but not limited to: natural disasters (*e.g.*, lightning, earthquakes, hurricanes, floods); pandemics; wars, riots, terrorist activities, and civil commotions; inability to obtain services, parts or equipment from third party suppliers; cable cuts by third parties; acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and court orders and governmental decrees. You should always be prepared to use alternative methods of contacting emergency services (*e.g.*, dialing 9-1-1 from a cell phone) that do not rely on our agents or the Connectivity Services.

13.2 DISCLAIMER OF WARRANTIES. The Lucid New Vehicle Limited Warranty does not cover the Connectivity Services. The Connectivity Services are provided to you on an “as is” and “as available” basis, without any warranty of any kind, express or implied.

The features offered through our Connectivity Services are based on then-available wireless and cellular connectivity services offered by our providers. Lucid does not guarantee any specific level of wireless or cellular bandwidth and gives no express warranties, guarantees or conditions regarding the Connectivity Services. You may have additional consumer rights under your local laws that these terms and conditions cannot change. We exclude to the fullest extent permissible any implied warranties including those of merchantability, fitness for a

particular purpose, non-infringement, performance, content, quality, timeliness, completeness, correctness, accuracy, and reliability.

If you are a consumer resident in the province of Québec, Canada, this Section 13.2 does not apply to you.

13.3 LIMITATION OF LIABILITY. IN NO EVENT SHALL LUCID BE LIABLE TO YOU OR ANY THIRD PARTY FOR:

- ACTIONS OR INACTIONS OF ANY SERVICE PROVIDER, INCLUDING WITHOUT LIMITATION THE CONNECTIVITY SERVICES PROVIDER(S), OR OTHER PROVIDER IN ANY PARTICULAR SITUATION;
- INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR OR THE OCCUPANT'S OR YOUR VEHICLE'S USE OF THE SERVICES OR RELATED EQUIPMENT;
- DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, MODIFICATION, REPAIR, OR MAINTENANCE PERFORMED BY THIRD PARTIES OF THE CONNECTIVITY SERVICES SYSTEM OR SERVICE, OR ANY AFTERMARKET PRODUCT OR SERVICE PROVIDED BY OR MANUFACTURED BY THIRD PARTIES;
- COMMERCIAL LIABILITIES INCURRED AS A RESULT OF YOUR USE OF THE SERVICES IN THE OPERATION OF YOUR BUSINESS OR EMPLOYMENT SUCH AS RIDE SHARING SERVICES OR RENTAL SERVICES;
- FAILURES, ACCIDENTS, OR DAMAGES RESULTING FROM THE FAILURE TO COMPLY WITH THE OTA CONDITIONS IN THIS AGREEMENT;
- SERVICE INTERRUPTIONS OF THIRTY (30) DAYS OR LESS;
- ANY OTHER CONDITIONS OR CIRCUMSTANCES OUTSIDE OF OUR CONTROL; AND
- ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LUCID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL LUCID'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY YOU TO LUCID FOR THE PORTION OF THE CONNECTIVITY SERVICES GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE DATE YOUR CLAIM AROSE.

You agree that the limitations of liability in this Agreement will survive even after the Agreement has ended.

These limitations of liability apply not only to you, but to anyone using your Vehicle (e.g., other drivers, guests, passengers, and occupants), to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to the Services.

14. If you are a consumer resident in the province of Québec, Canada, this Section 13.3 does not apply to you to the extent that it limits Lucid's liability for its own actions or that of its representatives. **YOUR RESPONSIBILITY FOR THIRD PARTIES' CLAIMS**

To receive Connectivity Services, you agree to indemnify, defend with the counsel of Lucid's choice, and hold harmless Lucid; Lucid's parent, affiliates, and subsidiaries; the Connectivity Services Providers; and their respective officers, directors, members, managers, employees, agents, contractors, representatives, licensors, attorneys, predecessors, successors, and assigns (the "**Indemnified Parties**") from and against any and all claims,

demands, losses, obligations, liabilities, damages, injuries, causes of action, recoveries, deficiencies, expenses, and costs, including without limitation fees of attorneys and experts (collectively, “**Claims**”), whether brought by you, your employees, other drivers, passengers, guests or occupants of your Vehicle or any third parties against any of the Indemnified Parties and arising out of or relating to: (a) your use, failure to use, or inability to use the Services or your Account, (b) your breach of this Agreement, (c) your failure to perform your obligations under this Agreement including but not limited to your failure to suspend or cease use of the Services, your Account and/or Vehicle, (d) gross negligence, willful misconduct or disregard of the law directly or indirectly related to or arising in connection with your subscription, your Account or your use of the Services, (e) the collection, use or possession of data or information relating to the Services, your Account and/or any information you submit, post, transmit, or make available via the Services or your Account, (f) failure to provide appropriate notices regarding location-enabled services, (g) failure to safeguard your passwords, PIN, backup question to your shared secret question, or other Account information, (h) violation of any applicable law or regulation, or the rights of any Third Party, (i) the activities contemplated by this Agreement, even if due to our negligence, or negligence of any of the Connectivity Services providers, and (j) claims for libel, slander, or any property damage, personal injury or death, arising out of or related in any way directly or indirectly to the Agreement.

15. DISPUTES, ARBITRATION, WAIVER OF JURY DEMAND

This section, referred to as the “Connectivity Services Arbitration Agreement,” mandates the resolution of disputes through binding arbitration, rather than in a court of law. However, either party may bring claims in small claims court if they meet the necessary criteria. Arbitration does not involve a judge or jury, and the court’s review of arbitration awards is limited. Nevertheless, an arbitrator may award the same damages and relief as a court on an individual basis, including injunctive, declaratory relief, or statutory damages.

The term “**Disputes**” encompasses any dispute or claim between you and Lucid Entities or relating in any way to this Agreement “Lucid Entities” include Lucid Group USA, Inc.; Lucid USA, Inc.; Lucid Motors Canada ULC; their parents, subsidiaries, predecessors, successors, assignees, officers, employees, representatives, agents, affiliates, and authorized service and repair facilities.

Disputes concerning the validity, application, scope, enforceability, or interpretation of this Connectivity Services Arbitration Agreement will be exclusively decided by the arbitrator. The Connectivity Services Arbitration Agreement and associated proceedings, such as waiver or estoppel before, during, or after arbitration, will be governed by the Federal Arbitration Act, 9 U.S.C § 1 et seq., and the federal common law of the United States, not by any state or provincial laws or procedures regarding arbitration. The arbitrator holds the exclusive authority to address challenges to this Connectivity Services Arbitration Agreement, including questions of waiver, estoppel, breach, or the validity of any part of this Connectivity Services Arbitration Agreement.

Before initiating any dispute or claim through arbitration or otherwise, you and we must engage in an informal telephonic dispute resolution conference (“Conference”). If you are a natural person, you must participate in the Conference, while non-natural-person parties must designate a representative.

To initiate a Conference, one party must provide written notice to the other party, including the initiating party’s name, contact information, a description of the dispute, the requested amount for resolution, and the personal signature of any natural-person party (a copy may be submitted via email). The notice can be sent to us at disputes@lucidmotors.com. The Conference should occur within 60 days after the other party receives the notice, and during this process, any statute of limitations or filing deadlines will be suspended. An initiating party’s failure to participate in this process will result in the arbitrator dismissing that party’s arbitration demand.

The arbitration will be conducted by New Era ADR (www.neweraadr.com) or the American Arbitration Association (“AAA”) (www.adr.org). Unless modified by this Arbitration Agreement, New Era ADR’s arbitration

will follow its Virtual Expedited Arbitration Rules and Procedures (www.neweraadr.com/rules-and-procedures/), while AAA's arbitration will adhere to AAA's Consumer Arbitration Rules (www.adr.org). A neutral arbitrator must be appointed, and both parties will be responsible for their respective initial filing fees to initiate arbitration. Subsequently, each party will cover their filing, administration, service or case management fees, as well as the arbitrator or hearing fees, up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more.

You and we may only bring disputes against each other on an individual basis and not as part of a class, collective, consolidated, or representative action. However, both parties may file a court suit to: enjoin intellectual property rights infringement, file for bankruptcy, enforce a security interest in the Vehicle through repossession, enforce the arbitrator's decision, or request a court review if the arbitrator exceeded their authority.

Discovery procedures as outlined in the New Era ADR or AAA rules should suffice for most claims. If there is a dispute over the scope of discovery, it should include the right for either side to inspect the Vehicle and exchange relevant Vehicle-related documents.

Unless the governing law requires a specific statute of limitations for a particular arbitration claim, any claim related to a Dispute must be filed no later than three (3) years after the claim or cause of action arose, or it will be forever barred.

If any part of this Connectivity Services Arbitration Agreement is unenforceable, it will be severed, and the remaining portions will be enforced. However, if the class-action waiver is deemed unenforceable in a Dispute involving class allegations, the entire Connectivity Services Arbitration Agreement will be unenforceable for that Dispute.

In cases where multiple claims or remedies are asserted in one proceeding, and not all of them are subject to arbitration, the non-arbitrable claims or remedies must be stayed until all arbitrable claims or remedies have been resolved. If one party files a court action, the other party may seek to compel arbitration, and all proceedings will be stayed until the full resolution of the proceedings to compel arbitration, including any related appeals.

Opt-Out: You have the option to opt-out of this Connectivity Services Arbitration Agreement within 30 days from the date you accept this Agreement. To do so, send an email to Optout@LucidMotors.com from the email associated with your order or account with "Connectivity Services Arbitration Opt-Out" in the subject line and a request to opt-out of this Connectivity Services Arbitration Agreement in the email's body. Opting out only applies to this Connectivity Services Arbitration Agreement and will not affect the validity or enforceability of any other arbitration agreements.

If you are a consumer resident in the province of Québec, Canada, this Section 15 does not apply to you.

16. MISCELLANEOUS

16.1 Compliance with Law. You agree to comply with all applicable laws, regulations, and ordinances. You shall maintain in effect all the licenses, permissions, authorizations, insurance, consents, and permits that you need to carry out your obligations under this Agreement.

16.2 Assignment. You may not assign your rights under this Agreement; however, Lucid reserves the right to assign this Agreement. The rights granted to you under this Agreement are not assignable or transferable, in whole or in part. Any attempt to transfer this Agreement without the written consent of

Lucid shall be void and of no force and effect. Lucid has the right, at its own discretion, to transfer or assign this Agreement and all related rights and duties to an affiliate of Lucid or to a third party.

16.3 Waiver. No waiver by Lucid of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by an authorized representative of Lucid. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16.4 Notice. Unless otherwise provided for in this Agreement, any Notice required under this Agreement can be provided to disputes@lucidmotors.com.

16.5 Our Relationship. This Agreement does not create any fiduciary relationships between you and us or any of the Connectivity Services Providers. It also does not create any relationship of principal and agent, partnership, or employer and employee.

16.6 Third Party Beneficiaries. You are not a Third Party beneficiary of any agreement between us and any of our Connectivity Services Providers. None of our Connectivity Services Providers have any legal, equitable, or other liability of any kind to you under this Agreement. You expressly waive any and all claims or demands for such liability.

16.7 Binding Terms; Survival. This Agreement is binding on your heirs, successors, executors, and personal representatives and on our successors and assigns. In addition to any other provisions identified herein as surviving cancellation, termination or expiration, any other provisions that would by their nature survive, shall so survive, including but not limited to Sections 13 (Disclaimers; Limitations on Liability), 14 (Your Responsibility for Third Parties' Claims), 15 (Disputes; Arbitration; Waiver of Jury Demand), and 16 (Miscellaneous Provisions).

16.8 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. If you are a consumer resident in the province of Québec, Canada, this Section 16.8 does not apply to you, and this Agreement will be governed and construed in accordance with the laws of your place of residence.

16.9 Validity. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16.10 Entire Agreement. These Terms and Conditions constitute the sole and entire agreement between you and Lucid with respect to our Connectivity Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Connectivity Services.

16.11 How to Contact Us. You can contact us by submitting a request on our Contact Us page, by dialing (888) 99-LUCID (888-995-8243), at 7373 Gateway Boulevard, Newark CA, 94560 Attn: Lucid Customer Care Center, or CustomerCare@lucidmotors.com.