ARRIVAL LIMITED SIMULATOR SOFTWARE LICENCE AGREEMENT ACADEMIC /NON-COMMERCIAL/ RESEARCH USE ONLY

BY USING OR DOWNLOADING THE SOFTWARE, YOU ARE AGREEING TO THE TERMS OF THIS LICENCE AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OR DOWNLOAD THE SOFTWARE.

This is a licence agreement ("Agreement") between you ("You") and Arrival Limited ("Arrival" or "Licensor") for limited, non-commercial research use of the Arrival Simulator ("Software"). All rights not specifically granted to You in this Agreement are reserved for Licensor.

RESERVATION OF OWNERSHIP AND GRANT OF LICENCE:

Licensor retains exclusive ownership of any copy of the Software licenced under this Agreement and hereby grants to You a personal, non-exclusive, non-transferable, revocable licence to use the Software solely for noncommercial research purposes, without the right to sublicence, pursuant to the terms and conditions of this Agreement.

IP RIGHTS: You acknowledge that all intellectual property rights in the Software anywhere in the world belongs to us, that rights in the Software are licensed (not sold) to You, and that You have no rights in, or to, the Software other than the right to use them in accordance with the terms of this Licence. In the event that You give Arrival any feedback or discover any improvement, enhancement, modification or variation ("Improvement") to the Software, You shall notify Arrival immediately and such Improvement shall belong to Arrival. You agree that You shall not register or attempt to register any of the intellectual property rights in the Improvement in any jurisdiction. You undertake, at the expense of the Licensor to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Licensor be necessary or desirable to vest all intellectual property rights in the Licensor. You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works. You irrevocably appoint us to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for ourselves or our nominee the full benefit of this clause. The parties acknowledge that: (a) You will not undertake commercialisation in relation to the Software; and (b)the parties have agreed that Arrival shall have exclusive rights of development, promotion, marketing, manufacture, distribution, exploitation and dealing in the Software, Improvements or feedback in relation to any intellectual property created or arising directly pursuant to this Agreement (including all results). You acknowledge that, except as provided by law, no fees or compensation are due or may become due to You. All rights not specifically granted to You in this Agreement are reserved for Licensor.

PERMITTED USES: The Software may be used for Your own noncommercial internal research and learning purposes. You understand and agree that Licensor is not obligated

to implement any suggestions and/or feedback You might provide regarding the Software, but to the extent You do so, You are not entitled to any compensation. If any authority imposes a duty, tax, levy or fee, excluding those based on Licensor's net income, upon the Software provided by Licensor under this Agreement, then you agree to pay that amount as Licensor specifies in its invoice or equivalent document or supply exemption documentation. You may not create derivatives of or make modifications to the Software without the prior written approval of Arrival. You agree that all and any such derivatives and modifications will be owned by Licensor and become a part of the Software licenced to You under this Agreement. You may only use such derivatives and modifications for Your own noncommercial internal research purposes, and You may not otherwise use, distribute or copy such derivatives and modifications in violation of this Agreement. You must provide to Licensor one copy of all such derivatives and modifications in a recognized electronic format within thirty (30) days of the creation date of any such derivatives or modifications. The terms of this Agreement apply to each copy you make.

RESTRICTIONS: You undertake:

- (a) not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by You during such activities:
- (i) is used only for the purpose of achieving inter-operability of the Software with another software program; and
- (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
- (iii) is not used to create any software which is substantially similar to the Software;
- (e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (f) to supervise and control use of the Software and ensure that the Software is used only by You in accordance with the terms of this Licence;
- (g) to include our copyright notice on all entire and partial copies You make of the Software on any medium;
- (h) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object

code and source code), in any form to any person without prior written consent from us; and

(i) to comply with all applicable technology control or export laws and regulations.

INDEMNIFICATION:

Licensor shall not be obligated to indemnify, defend or hold You harmless with respect to any third-party claims arising out or relating to the License, including without limitation any claims for intellectual property infringement. Nothing in this Agreement shall be deemed an admission that any such claims may arise. You, at Your own expense, will indemnify, defend and hold harmless Licensor, its corporate affiliates and their respective officers, directors, employees, representatives and agents (each a "Licensor Indemnitee") from and against any claim, demand, action, class action, investigation or other proceeding, including but not limited to all damages, losses, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) arising therefrom (each a "Claim"), brought by any third party against a Licensor Indemnitee to the extent that such Claim is based on, or arises out of: (a) a breach, or potential breach, of any of Your obligations under this Agreement; (b) Your use of the License; or (c) any alleged or actual fraud, gross negligence or willful misconduct of You or Your subcontractors or agents. In the event of a claim in respect of which a Licensor Indemnitee seeks indemnification from You, the Licensor Indemnitee will promptly notify You in writing of the claim, cooperate with You in defending or settling the claim at Your expense, and allow You to control the defense and settlement of the claim, including the selection of attorneys; provided, however, that You shall not settle any claim unless such settlement completely and forever releases the Licensor Indemnitee from all liability with respect to such claim or unless the Licensor Indemnitee consents to such settlement in writing.

CONFIDENTIALITY: You shall keep secure and in strict confidence all Software, source code and any technical or commercial know-how, specifications, inventions, trade secrets, materials, designs, information, processes or initiatives which have been disclosed to You, and any other confidential information concerning Arrival's and its affiliates' business, products, services, market opportunities and customers which You may obtain ("Arrival Confidential Information"). You acknowledge that the Software and any Arrival Confidential Information is proprietary to Licensor, and as such, You agree to receive all such materials in confidence and use the Software and Arrival Confidential Information only in accordance with the terms of this Agreement.

You shall not use such Arrival Confidential Information except for the purpose of exercising Your rights and obligations under this Agreement but may disclose such of Arrival Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction provided that You shall advise Arrival that You intend to disclose the information promptly on becoming aware of such requirement to disclose.

You shall not make or release to any medium any public statement concerning the

existence or terms of this Agreement without the prior written approval of Arrival.

ASSIGNMENT: You may not transfer or assign Your rights or Your obligations under this Licence to another person unless we agree in writing.

TERM: The term of the licence granted by this Agreement is from the date of Your signature below until the earlier of either 31 December 2022 or until terminated as provided below.

Arrival may terminate this Agreement on immediate written notice and without giving any reasons to You. The Agreement automatically terminates without notice if You fail to comply with any provision of this Agreement.

You may terminate this Agreement by ceasing using the Software.

Upon any termination of this Agreement, You will delete any and all copies of the Software. You agree that all provisions which operate to protect the proprietary rights of Licensor shall remain in force should breach occur and that the obligation of confidentiality described in this Agreement is binding in perpetuity and, as such, survives the term of the Agreement.

LIABILITY: Nothing in this Agreement shall limit or exclude the liability of either party for: (a) death or personal injury resulting from negligence; or (b) fraud or fraudulent misrepresentation; (c) any other liability which cannot be excluded or limited by law, or (d) Your liability for breach of confidentiality. Arrival's total liability under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, shall be limited to £50.

Under no circumstances is Arrival and its affiliates and their employees, representatives and subcontractors liable for any of the following even if informed of their possibility:

- 1. loss of, or damage to, data;
- 2. special, incidental, or indirect damages or for any economic consequential damages; or
- 3. lost profits, business, revenue, goodwill, or anticipated savings.

This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law. THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND INCLUDING ANY WARRANTIES OF PERFORMANCE OR MERCHANTABILITY FITNESS PARTICULAR USE OR PURPOSE OR OR FOR Α NON-INFRINGEMENT. YOU BEAR ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE SOFTWARE AND RELATED MATERIALS.

SUPPORT AND MAINTENANCE: No Software support or training by the Licensor is provided as part of this Agreement.

GENERAL: A waiver of any right or remedy under this Agreement or law is only effective if given in writing and is not a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy.

No variation to this Agreement shall be effective unless it is agreed in writing and signed by Arrival.

Neither Party shall have authority to act as agent for, or to bind the other Party in any way. A person who is not a party to the Agreement shall not have any rights to enforce its terms save that an Arrival Affiliate shall be entitled to enforce the indemnity in clause.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Requester's Name	
Requester's Email	
Pl's Name	
PI's Email	
Affiliation / Institution	
Requester's Signature	Date