

## INDEPENDENT SERVICE PORTAL TERMS OF USE

PLEASE READ THIS AGREEMENT CAREFULLY. THESE TERMS OF USE DEFINE THE AGREEMENT BETWEEN YOU (“**YOU**”, “**YOUR**”, OR “**USER**”) AND KARMA AUTOMOTIVE LLC (“**KA**”) REGARDING YOUR USE OF THE INDEPENDENT SERVICE PORTAL (“**PORTAL**”). BY CLICKING “I ACCEPT” OR BY ACCESSING THE PORTAL YOU AGREE TO BE BOUND BY THESE TERMS OF USE. KA RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE THESE TERMS OF USE AT ANY TIME. THE REVISED VERSION WILL BE EFFECTIVE AT THE TIME IT IS POSTED BY KA. IT IS YOUR RESPONSIBILITY TO CHECK THESE TERMS OF USE PERIODICALLY FOR CHANGES. YOUR CONTINUED USAGE OF THE PORTAL FOLLOWING THE POSTING OF CHANGES WILL MEAN THAT YOU ACCEPT AND AGREE TO THE CHANGES. IF YOU FIND THESE TERMS OF USE TO BE UNACCEPTABLE, THEN YOU MUST IMMEDIATELY TERMINATE USE OF THE PORTAL.

### 1. License Grant; Termination.

KA provides a Portal that contains technical and service-related documents that are related to KA and the KA products and services and which are intended for trained automotive repair and high voltage certified persons (“**Portal Content**”). Subject to these Terms of Use, KA hereby grants to You, a limited, non-transferable, non-exclusive and revocable license to access and use the Portal and the Portal Content. These Terms of Use do not grant You any ownership interest in the Portal or the Portal Content. You hereby agree and acknowledge that KA and its licensors own all right, title, and interest in the Portal and the Portal Content and You will not engage in any conduct contrary to those rights.

### 2. Permitted Use and Restrictions; Confidential Information.

a. “**Authorized User**” means any person that is provided with access and use of the Portal solely subject to these Terms of Use and in accordance with all applicable laws. You must create a username and a password You can remember. You represent and warrant that You will (i) maintain the confidentiality of your Log-In Information; (ii) not disclose Your Log-In Information to any other person or entity or permit any other person or entity to use Your Log-In Information; (iii) access the Portal solely in accordance with these Terms of Use; (iv) comply with all laws and regulations that apply to Your access of the Portal; and (v) immediately notify KA at [karmasupport@karmaautomotive.com](mailto:karmasupport@karmaautomotive.com) if You believe the security of your Log-In Information has been compromised in any way.

b. Further, You expressly agree that You will not: (i) reverse engineer the Portal or assist another in the same; (ii) interfere, or attempt to interfere, with the Portal in any way; (iii) engage in any fraudulent, illegal or unauthorized use of the Portal; (iv) further redistribute Portal Content to any third parties (iv) alter any copyright or other proprietary markings from the Portal Content.

c. All Portal Content is the confidential information of KA (the “**Confidential Information**”). You agree that You will: (i) not disclose the Confidential Information to any third party at any time, except as provided herein; (iii) not use the Confidential Information for any reason other than for the express purpose of service or repair of KA products; and (iv) protect the confidentiality of the Confidential Information with at least the same degree of care as You use to protect Your own Confidential Information of a like nature, but no less than a reasonable degree of care.

### 4. Intellectual Property.

All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Portal (including but not limited to, the Content and any trademarks, trade names, logos and service marks displayed on the Portal) are owned by KA or its licensors.

## **5. Termination; Suspension.**

a. Your access to the Portal will terminate at the end of seventy-two (72) hours at which time You must reregister to continue accessing the Portal. Your violation of any terms of this Agreement may result in restrictions on or termination of Your access to and use of all or part of the Portal. Without limiting the foregoing, You agree that KA may suspend, terminate Your access to and use of the Portal: (i) as a result of Your actual or threatened breach of the terms of this Agreement; (ii) if there is a threat or attack on the Portal or other event that may create a risk to the Portal; or (iii) if Your use of the Portal disrupts or poses a security risk to the Portal, may harm KA's systems, or may subject KA or any third party to liability.

b. KA reserves the right at any time in its sole discretion to cease providing any Portal Content, to change or discontinue any aspect or element of the Portal, or to cease making the Portal available.

## **6. Indemnification.**

You agree to indemnify, defend and hold harmless KA, its affiliates, and each of its officers, directors, employees, agents, suppliers, licensors, third party partners, successors and assigns from and against all claims, losses, expenses, damages and costs, including, without limitation, attorneys' fees, arising from or relating to: (a) any breach by You of this Agreement; (b) Your access, use or misuse of the Portal; (d) Your failure to comply with any and all applicable laws in connection with Your use of the Portal; and (e) Your access to the Portal using Your Log-In Information.

## **7. Warranty Disclaimer and Limitation of Liability.**

YOU AGREE THAT THE PORTAL, INCLUDING ALL PORTAL CONTENT, IS PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PORTAL AND THE PORTAL CONTENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUSES OR OTHER MALICIOUS OR UNAUTHORIZED CODE OR PROGRAMS, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, KA DOES NOT REPRESENT OR WARRANT THAT THE PORTAL WILL BE AVAILABLE OR THAT THE INFORMATION ACCESSIBLE VIA THE PORTAL IS ACCURATE, COMPLETE OR CURRENT.

KA WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, WHETHER OR NOT KA HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, TORT, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS OR OMISSIONS, VIRUSES OR OTHER MALICIOUS OR UNAUTHORIZED CODE OR PROGRAMS, THE USE, INABILITY TO USE, OR PERFORMANCE OF THE PORTAL OR PORTAL CONTENT AVAILABLE FROM THE PORTAL OR ANY LOSS, PERSONAL INJURY, PROPERTY DAMAGE, BUSINESS INTERRUPTION OR OTHER DAMAGES IN CONNECTION THEREWITH. WITHOUT LIMITING THE FOREGOING, KA'S LIABILITY IN CONNECTION WITH THE USE OF THE PORTAL, THE PORTAL CONTENT OR THESE TERMS OF USE SHALL BE LIMITED TO THE AMOUNT PAID BY USER FOR THE LICENSE TO ACCESS AND USE THE PORTAL UNDER THIS AGREEMENT, AND IN NO EVENT SHALL SUCH LIABILITY EXCEED FIVE HUNDRED DOLLARS (\$500). THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **8. Miscellaneous.**

These Terms of Use constitute the entire agreement between the parties with respect to the Portal and the Portal Content. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms of this Agreement shall continue in effect. No joint venture, partnership, employment, or agency relationship exists between You and KA as a result of this Agreement or Your access or use of the Portal or the Portal Content. The failure of KA to enforce any provision of these Terms of Use will not constitute or be construed to be a waiver of such provision. You may not assign any rights hereunder and any attempted assignment is null and void. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to conflict of law principles. Without limiting the foregoing, any provision that by its nature is intended to survive expiration or termination of this Agreement shall survive expiration or termination of this Agreement, including but not limited to the confidentiality provisions in Section 2, the indemnification obligations in Section 6 and the disclaimer of warranties and limitation of liability in Section 7.