



LORDSTOWN EV CORPORATION TELEMATICS TERMS AND CONDITIONS

Last Updated: December 29, 2022

These Terms and Conditions ("**Terms**") define rights and obligations between your business ("**Customer**," or "**you**") and Lordstown EV Corporation ("**LEVC**," "**we**," or "**us**") with respect to LEVC's telematics devices and telematics data, provided with your LEVC electric truck (the "**Vehicle**"). Please review these Terms carefully. These Terms are an integral part of your Fleet Account Number Application and unless you opt-out of or cancel the Terms as outlined below, the Terms shall continuously apply to any future Vehicles assigned to you. If you have any questions regarding these Terms or the telematics device provided with your LEVC Vehicle, please contact LEVC at 855-RIDE-LMC (855-743-3561).

1. Term of Agreement (the "Term")

These Terms are valid and in full effect from the date the Terms are accepted by you. The initial Term of these Terms is one (1) year from the date of your first Vehicle purchase. These Terms and Conditions will automatically renew at the end of the initial Term and each successive renewal term unless you notify us in writing no later than thirty (30) days prior to renewal of the then-current Term. This notification of non-renewal will have the effect of revoking your consent to us to collect Protected Data (see below). You or LEVC may exercise its cancellation rights under these Terms as further explained below. Cancellation of these Terms by either party shall not affect Owner's ownership rights under Section 3.

By accepting these Terms, you agree to abide by the Terms as may be amended from time to time by LEVC, throughout the Term, through publication of any amendment on the LEVC Website.

Upon sale, or transfer of any Vehicle prior to the expiration of the Term, all rights and obligations under these Terms are automatically transferred and assigned to the purchaser, or transferee of such Vehicle (the "**Transferee**"). You agree and undertake to notify Transferee of these Terms, and the rights and obligations the Transferee assumes under these Terms by no later than 14 business days before the sale or transfer of the Vehicle takes effect (the "**Notice of Transfer**"). Upon receiving the Notice of Transfer, LEVC shall disable any collection of geolocation data or other data for which consent to collect is required or otherwise protected under applicable law (the "**Protected Data**") from the Vehicle. Should the Transferee wish to reactivate the collection of Protected Data, the Transferee shall notify to LEVC and confirm its consent to the collection of Protected Data by filling out the consent form available at LEVC Website. If you sell or transfer your Vehicle and fail to notify the Transferee as outlined in this Section 1, you agree to indemnify and hold harmless LEVC for any costs (including attorneys' fees), expenses, and/or liabilities arising from your failure to give notice to the Transferee as required under these Terms.

2. Telematics Device and Telematics Data

A. Telematics Data Collection

Your Vehicle is equipped with a telematics device (the “**Telematics Device**”) which may collect, store, and transmit spatial data and data relating to your Vehicle to LEVC on a regular and continuous basis. This data includes, but is not limited to Vehicle diagnostics and safety information, speed, settings, GPS location, emissions, fuel consumption, mechanical faults and other driving behavior metrics such as braking, acceleration and collision events, operational metrics, environmental data, general performance, error codes and potential maintenance needs (the “**Telematics Data**”). “**Protected Data**” is a subset of the Telematics Data.

B. Telematics Data Use

LEVC may use Telematics Data for quality confirmation, data analysis, research, product enhancement, improvement and development and other purposes described herein.

C. Telematics Data Sharing

LEVC may share or sell Telematics Data, including Vehicle geolocation and associated Vehicle identification number (VIN), with business partners and service providers for the uses described herein. LEVC may also share Telematics Data with other third parties when required by law, legal process or litigation, or for customer service purposes. For more information about LEVC’s data sharing practices, please review our [Privacy Policy](#).

D. Telematics Data Retention

LEVC retains Telematic Data only for as long as is necessary to support its business, operational, and legal functions. For more information about LEVC’s data retention policy, please see our [Privacy Policy](#).

3. Ownership and License of Telematics Data

Owner shall own all right, title, and interest in and to the Telematics Data collected by your Vehicle’s Telematics Device, with the exception of the Protected Data.

Customer shall own all right, title, and interest in and to the Protected Data collected from your Vehicle’s Telematics Device. You hereby grant to LEVC an exclusive worldwide, royalty-free, fully paid, transferable, assignable, sub-licensable (through multiple tiers), revocable license to collect, analyze, use, and otherwise exercise control over any and all Protected Data collected through the Telematics Device outfitted on your Vehicle, including the right to share or sell the Protect Data.

LEVC has no obligation under these Terms to provide you with Telematics Data (including Protected Data) collected from your Vehicle.

4. Acknowledgement and Consent to LEVC collection and use of Telematics Data

YOU EXPRESSLY ACKNOWLEDGE THAT LEVC’S TELEMATICS DEVICE CONSISTS OF ONE OR MORE RECORDING DEVICES AND THAT IT COLLECTS AND/OR STORES TELEMATICS DATA, WHICH IS INFORMATION ABOUT YOUR VEHICLE/S, INCLUDING VEHICLE DIAGNOSTICS AND SAFETY INFORMATION, SPEED, SETTINGS, GPS LOCATION, EMISSIONS, FUEL CONSUMPTION, MECHANICAL

FAULTS AND OTHER DRIVING BEHAVIOR METRICS SUCH AS BRAKING, ACCELERATION AND COLLISION EVENTS, OPERATIONAL METRICS, ENVIRONMENTAL DATA, GENERAL PERFORMANCE, ERROR CODES AND POTENTIAL MAINTENANCE NEEDS. THE TELEMATICS DEVICE HAS THE ABILITY TO TRANSMIT INFORMATION TO A CENTRAL COMMUNICATIONS SYSTEM OR EXTERNAL DEVICE.

YOU EXPRESSLY CONSENT TO LEVC'S COLLECTION OF PROTECTED DATA FROM YOUR VEHICLE/S. YOU EXPRESSLY CONSENT TO LEVC'S USE OF AND ACCESS TO THE TELEMATICS DEVICE AND THE PROTECTED DATA IT COLLECTS AND TRANSMITS. YOU ACKNOWLEDGE THAT THE PROTECTED DATA CONTAINED IN YOUR TELEMATICS DEVICE MAY BE PERIODICALLY TRANSMITTED TO OR OTHERWISE ACCESSED BY LEVC AND OTHERS AUTHORIZED BY LEVC, ALONG WITH YOUR VEHICLE'S VIN OR OTHER VEHICLE IDENTIFYING INFORMATION, AND YOU EXPRESSLY AND EXPLICITLY CONSENT TO SUCH TRANSMISSION AND/OR ACCESS.

YOU FURTHER ACKNOWLEDGE THAT LEVC MAY USE, STORE, AND OTHERWISE EXERCISE CONTROL OVER ANY DATA OR INFORMATION SO TRANSMITTED OR ACCESSED, IN ANY MANNER WHATSOEVER, WITHOUT LIMITATION, INCLUDING THE RIGHT TO SHARE OR SELL DATA AND INFORMATION SO TRANSMITTED OR ACCESSED WITH ITS PARTS AND SERVICE CENTERS, AFFILIATES, SUBSIDIARIES, BUSINESS PARTNERS, OR OTHER THIRD PARTIES.

YOU ACKNOWLEDGE THAT THE PURPOSES OF THESE TERMS MAY INCLUDE ACCESS TO AND USE OF TELEMATICS DATA BY LEVC, INCLUDING ACCESS IN CONNECTION WITH THE SERVICING OF YOUR VEHICLE/S. ADDITIONALLY, YOU ACKNOWLEDGE LEVC MAY ACCESS AND USE TELEMATICS DATA IN ORDER TO: UNDERSTAND ALL ASPECTS OF THE USE AND OPERATION OF YOUR VEHICLE, REMOTELY TUNE OR ALTER THE PERFORMANCE OF YOUR VEHICLE, HELP FACILITATE MAINTENANCE AND REPAIRS TO YOUR VEHICLE, COLLECT AND SHARE EMISSIONS DATA, AGGREGATE AND EXAMINE ALL COLLECTED INFORMATION WITH LIKE INFORMATION FROM THIRD PARTIES, MAKE REPORTS TO REGULATORY AND LAW ENFORCEMENT AUTHORITIES BASED ON COLLECTED INFORMATION, AND MONITOR AND OPTIMIZE YOUR VEHICLE MAINTENANCE AND SERVICE.

LAWS AND REGULATIONS IN THE U.S. REGARDING PRIVACY REQUIRE CUSTOMER TO INFORM VEHICLE END USERS OF THE EXISTENCE OF TELEMATIC DEVICES IN THE VEHICLES. AS A RESULT, CUSTOMER ACKNOWLEDGES THE NEED TO DISCLOSE THE USE OF TELEMATIC DEVICES IN THE VEHICLES TO CUSTOMER'S CUSTOMERS, EMPLOYEES AND OTHER AUTHORIZED USERS, AS THE CASE MAY BE, AND CUSTOMER AGREES TO NOTIFY CUSTOMER'S CUSTOMERS, EMPLOYEES AND OTHER AUTHORIZED USERS OF THE VEHICLES THAT THE VEHICLES ARE EQUIPPED WITH A TELEMATICS DEVICE AND THAT SUCH TELEMATICS DEVICE MAY COLLECT TELEMATICS DATA AS SPECIFIED ABOVE, ASSOCIATED WITH THE VEHICLES' LOCATION AND MANNER OF OPERATION. CUSTOMER AGREES TO PROVIDE CUSTOMER'S CUSTOMERS AND OTHER AUTHORIZED USERS OF THE VEHICLES AN APPROPRIATE OPPORTUNITY TO OPT-IN OR OPT-OUT, AND OBTAIN APPROPRIATE CONSENT FROM INDIVIDUALS TO THE USE OF TELEMATICS DEVICES IN ACCORDANCE

WITH APPLICABLE LAWS. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LEVC AND ITS PARENTS, AFFILIATES, AND SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST ALL DAMAGES, LOSSES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM ANY THIRD-PARTY CLAIM ARISING FROM OR IN CONNECTION WITH ANY BREACH BY CUSTOMER OF THE ACCEPTED CUSTOMER SHALL ESTABLISH THE APPROPRIATE PROCESS FOR PROVIDING SUCH NOTICE, OPPORTUNITY TO OPT-IN, OPT-OUT, AND OBTAINING CONSENT FROM END USERS.

5. Privacy

We take privacy seriously. Please review LEVC's [Privacy Policy](#) for a comprehensive description of how LEVC collects, uses, and shares the Telematics Data and other types of information.

6. Cancellation Rights

You have the right to decline consent to collect the Protected Data at the time of purchase or lease of your Vehicle/s, or to revoke your consent to collect the Protected Data for some or all your assigned Vehicles at any time by giving notice to LEVC by submitting to LEVC a Telematics Cancellation/Opt Out Form (the "**Form**") attached hereto as Appendix A and available below.

Upon cancellation, collection and transmission of Protected Data to LEVC will be stopped and your license of the Protected Data set forth of Section 3 of this Agreement will terminate; the Telematics Device will continue to collect and transmit data points pertaining to driver behavior, Vehicle health and safety, so that LEVC, our representatives, affiliates and other third parties who service your Vehicles and/or provide related services may access performance, safety or diagnostic data to provide appropriate repair, maintenance and other safety-related services, as well as use it in connection with providing Vehicle improvements to you.

7. Disclaimer of Warranties

NEITHER LEVC NOR ITS LICENSORS, NOR THE COMMUNICATION SERVICE PROVIDER(S), NOR ANY AFFILIATE OF EITHER, HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE LEVC CONNECTED SERVICES, TELEMATICS DEVICE, COMMUNICATION SYSTEM(S), OR THE COMMUNICATION SERVICES. EACH OF LEVC, ITS LICENSORS, THE COMMUNICATION SERVICE PROVIDER(S) AND THEIR AFFILIATES EXPRESSLY DISCLAIMS WITH RESPECT TO YOU AND YOU EXPRESSLY WAIVE, RELEASE AND RENOUNCE ALL WARRANTIES OF LEVC, ITS LICENSORS, THE COMMUNICATION SERVICE PROVIDER(S) AND THEIR AFFILIATES ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY WARRANTIES AS TO THE ACCURACY, AVAILABILITY OR CONTENT OF THE COMMUNICATION SYSTEM(S), THE LEVC CONNECTED SERVICES, THE TELEMATICS DEVICE, THE COMMUNICATION SERVICES, OR ANY OTHER PRODUCT OR SERVICES PROVIDED BY LEVC, THE COMMUNICATION SERVICE PROVIDER(S) OR THEIR AFFILIATES USING THE COMMUNICATION SYSTEM(S); AND (D) ANY WARRANTY UNDER

ANY THEORY OF LAW, INCLUDING ANY TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OREQUITABLE THEORY.

THE LEVC WEBSITE WWW.LORDSTOWNMOTORS.COM AND ITS CONTENT ARE PROVIDED "AS IS". LEVC AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, REGARDING ANY SUCH CONTENT AND YOUR ABILITY OR INABILITY TO USE THE LEVC WEBSITE AND ITS CONTENT. LEVC FURTHER DISCLAIMS ANY WARRANTY WHICH MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

THIS DISCLAIMER OF WARRANTIES IS SEPARATE FROM AND DOES NOT AFFECT OR DEROGATE FROM LEVC'S [FACTORY]/[MANUFACTURER] WARRANTY.

8. Limitation of Liability

USE OF CONNECTED SERVICES OR THE LEVC WEBSITE WWW.LORDSTOWNMOTORS.COM AND ITS CONTENT IS AT YOUR SOLE RISK. LEVC WILL IN NO EVENT BE LIABLE TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OF LAW FOR ANY ERRORS IN OR THE USE OF OR INABILITY TO USE CONNECTED SERVICES OR THE LEVC WEBSITE AND ITS CONTENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS, DATA, OR DAMAGE TO ANY COMPUTER SYSTEMS, EVEN IF YOU HAVE ADVISED LEVC OF THE POSSIBILITY OF ANY SUCH DAMAGES.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU SHALL BEAR ALL RESPONSIBILITY, RISK AND COSTS ASSOCIATED WITH DEVELOPING AND MAINTAINING YOUR BUSINESS, AND NEITHER LEVC NOR LEVC'S AFFILIATES SHALL BE LIABLE TO YOU FOR ANY COSTS OR DAMAGES CAUSED BY ANY FAILURE OR IMPAIRED PERFORMANCE OF CONNECTED SERVICES OR ANY COMPONENT THEREOF.

9. No Assignment

You agree that your rights and obligations under these Terms may not be transferred or assigned to any third person, except as provided in Section 1 hereto, without the prior written consent of LEVC.

10. Governing Law

These Terms shall be governed by and interpreted under the laws of the State of Michigan, and that jurisdiction and venue shall be only with the courts located in Oakland County, Michigan.

11. Arbitration

In case of any dispute, claim, or demand between you and LEVC or its directors, officers, employees, clients, agents, subsidiaries and affiliates, you agree that any party to the dispute may choose at any time to have the dispute resolved by binding arbitration under the rules of the

American Arbitration Association, in lieu of a trial before a court. For example, if you have a dispute with LEVC and LEVC elects to arbitrate under this clause, you will not be entitled to either a jury or bench trial before a court. Moreover, you agree that you will only proceed on an individual basis. You agree that the arbitrator shall not have the authority to arbitrate or hear any dispute with respect to a class, with respect to combined or consolidated claims of multiple individuals, with respect to any claims brought by anyone acting as a private attorney general, or with respect to any claims brought in the form of or on any representative basis (collectively the “**Class Actions**”). Where any party elects to arbitrate, you agree to refrain from bringing or pursuing any Class Action claims.

Appendix 1

LORDSTOWN TELEMATICS CANCELLATION FORM

Capitalized terms used but not defined herein have the respective meanings given to them in the Lordstown EV Corporation Telematics Terms and Conditions.

By submitting this form, you will revoke your consent for LEVC to collect the Protected Data. As a result, LEVC will no longer collect geolocation data or other data for which consent to collect is required or otherwise protected under applicable law and your license to us of use of the Protected Data will terminate.

Please note: If you revoke your consent for LEVC to collect the Protected Data, LEVC will still retain an exclusive, perpetual license to collect, use, and share Telematics Data collected from the Telematics Device in your Vehicle, as set forth in Sections 3 and 6 of the Terms. Furthermore, revoking consent will not end the transmission of driver behavior, Vehicle health and safety from the Telematics Device installed in your Vehicle/s, or the collection of such Telematics Data that is not Protected Data by LEVC. LEVC may still also use the Telematics Data that is not Protected Data for its product and service development and improvement, as well as share the data as set forth in Section 3 of the Terms.

If Protected Data has been collected from your Vehicle subject to your prior revocation of consent, LEVC will regularly purge from its systems all Protected Data collected from your Telematics Device at time intervals determined by LEVC at its sole discretion.

If you would still like to cancel these services, please fill out the Revocation form attached hereto.

REVOCATION OF CONSENT TO COLLECT PROTECTED INFORMATION AS TO VEHICLE IDENTIFICATION NUMBERS (VIN) ASSIGNED TO CUSTOMER

Vehicle Telematics Cancellation Confirmation

VIN Number: _____

VIN Number: _____

VIN Number: _____

Yes, I would like to revoke my consent to LEVC to collect Protected Data under the Terms for the above-specified Vehicle/s. This cancellation does NOT apply to any Vehicles that may be equipped with an aftermarket telematics device enrolled under a separate agreement. I represent and warrant that I am the lessee or owner of the above Vehicle/s and/or that I otherwise have the legal authority to request this cancellation.

Fleet-Level Telematics Opt-out Confirmation

By selecting this option, Customer revokes consent to LEVC to collect Protected Data for all of Customer's VINs associated with the Fleet Account Number.

Fleet Name* _____

Please provide one VIN number associated with the Fleet requesting to be opted out of LEVC Telematics Data: _____

The VIN number you provide will be used to authenticate this fleet-level opt-out request.

Fleet Manager First Name* _____

Fleet Manager Last Name* _____

Fleet Manager Email Address* _____

Yes, I would like to revoke my consent to LEVC to collect Protected Data for all Vehicles I have purchased with a factory-installed Telematics Device. This cancellation does NOT apply to any Vehicles that may be equipped with an aftermarket telematics device enrolled under a separate agreement. I represent and warrant that I am the lessee of the above Vehicle(s) and/or that I otherwise have the legal authority to request this cancellation and opt-out.

Once signed, this form shall be sent to LEVC at the following address via email: legal@lordstownmotors.com

Signed in ____, this ____, 2022.

Per: _____ [Name and title of Buyer]