

IMPORTANT: READ CAREFULLY BEFORE USING OR ACCESSING THE SERVICES

Last Updated: April 5, 2024

These Universal Vehicle Module (“**UVM**”) Graphical User Interface (“**GUI**”) Terms of Use (these “**Terms of Use**”) are entered into by General Motors Holdings LLC, and its Affiliates, (collectively, “**GM,**” “**we,**” “**us,**” “**or,**” “**our**”) and the legal entity or person agreeing to these Terms of Use (“**User**”) and governs User’s access and use of the GUI, including any Software provided to User to enable use of the GUI, and any data, documentation, or other materials that User accesses or downloads from GM, as well as updates and upgrades made available by GM from time-to-time (collectively, the “**Services**”).

READ THE TERMS AND CONDITIONS OF THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE ARE EFFECTIVE UPON THE EARLIER OF: (A) WHEN USER CLICKS ON THE “I ACCEPT” BUTTON; OR (B) WHEN USER FIRST ACCESSES OR USES THE SERVICES (THE “**EFFECTIVE DATE**”). IF YOU ARE ACCEPTING ON BEHALF OF AN ORGANIZATION (E.G., YOUR EMPLOYER OR OTHER LEGAL ENTITY), YOU REPRESENT AND WARRANT THAT (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS OF USE; (II) YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE; AND (III) YOU AGREE ON BEHALF OF THAT ORGANIZATION.

BY USING THE SERVICES, USER AGREES TO BE BOUND BY THESE TERMS OF USE. IF USER DOES NOT ACCEPT THESE TERMS OF USE, USER IS NOT PERMITTED TO AND MUST NOT USE THE SERVICES.

Users are encouraged to read the GM Privacy Statement (<https://www.gm.com/privacy-statement>)

1. DEFINITIONS

1.1 “**Affiliate**” means any other legal entity that Controls, is Controlled by or is under common Control with GM.

1.2 “**Authorized Purpose**” means configuring and/or enabling the UVM.

1.3 “**Control(s)**” and derivative terms (such as Controlling or Controlled) means, with respect to any legal entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such legal entity, whether through the ownership of voting securities or by contract or otherwise.

1.4 “**Documentation**” means the materials, instructions, and other documents or materials that GM provides or makes available to User that describe the functionality, features, or requirements of the Services and which GM specifically identifies as being “Documentation.”

1.5 “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.6 “**Law(s)**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any court or tribunal of competent jurisdiction.

1.7 **“Process”** means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

1.8 **“Software”** means software, firmware, middleware, and computer programs, whether in source code, object code, executable or binary code. For the avoidance of doubt, any references to **“Software”** in these Terms of Use excludes Software embedded in vehicles or automotive parts.

1.9 **“User Data”** means all information, data, or materials provided to GM.

2. PERMITTED USES AND RESTRICTIONS

2.1 Grant of Rights. Subject to User’s compliance with the terms and conditions of these Terms of Use, GM hereby grants User a limited, revocable, non-exclusive, non-transferable right to access and use the Services, including a limited license to install and use any Software provided by GM to enable User’s use of the GUI, solely for the Authorized Purpose. The Services are licensed, not sold, to User by GM for use only under these Terms of Use.

2.2 Documentation. User shall only access and use the Services in accordance with the Documentation, if any Documentation is provided by GM. If provided by GM, GM grants User a limited, non-exclusive, non-transferable right to use the Documentation delivered by GM for use with the Services and to copy the Documentation solely for the Authorized Purpose, provided that all titles, trademarks, trade names, copyright, restricted rights, and other proprietary notices are retained.

2.3 Restrictions. User shall not, and shall not permit any third party, to:

- (i) use the Services other than as expressly permitted in in these Terms of Use;
- (ii) use or make the Services available for the use or benefit of any party other than User;
- (iii) sell, resell, license, sublicense, sublicense, distribute, lease, rent, or otherwise transfer rights to the Services to any third party;
- (iv) make any alteration, enhancement, or modification to, or translation of, the Services;
- (v) adapt, reverse engineer, decompile, disassemble, change, or create derivative works from the Service, or otherwise attempt to discern any source code, process flows, technical structure/architecture, or other trade secrets of the Services which trade secrets would not otherwise be known except by discerning the source code, process flows, or technical structure/architecture of the Services;
- (vi) use the Services (a) in a way prohibited by Law, (b) to try to gain unauthorized access to or disrupt the Services or any other service, device, data, account, or network, (c) in a way that could harm the Services or impair anyone else’s use of it, (d) to engage in, promote, or encourage illegal activity, or (e) in a way intended to work around the Service’s technical limitations or usage limits (as applicable);
- (vii) introduce to the Services any program routine, device, or other feature or hidden file, including any time bomb, virus, software lock, trojan horse, drop-dead device, work, software-limiting function, malicious logic, or trap door intended to delete, disable, deactivate, interfere with or otherwise damage the Services, data, or other programs;
- (viii) use the Services to build a competitive product or service; or

- (ix) remove any copyright notice from the Services.

3. USER DATA

3.1 User grants GM and its Affiliates an irrevocable, perpetual, transferable, sublicensable worldwide license to copy, use, Process, display and transmit User Data to provide the Services pursuant to and in accordance with these Terms of Use.

4. CHANGES TO THE SERVICES

4.1 GM may, in its sole discretion, provide updates, modifications, changes, improvements, modifications, bug fixes, enhancements, and new releases and versions to the Services, and/or redesign any Service or aspect of the Services at any time (collectively, "**Updates**"), but GM has no obligation to do so. GM further reserves the right to discontinue any Service or aspect of the Services at any, with or without notice to User. Any and all Updates and changes to the Services, or any Software component thereof, shall be governed by these Terms of Use, as may be amended by GM from time-to-time.

5. PROPRIETARY RIGHTS

5.1 User acknowledges and agrees that GM and GM Affiliates remain the sole and exclusive owners of all rights, title, and interest in and to the Services, including any underlying data, and Documentation including all Intellectual Property Rights relating thereto, subject to the rights of use granted to User in these Terms of Use. Except as expressly stated herein, User is not granted any Intellectual Property Rights or any other rights or licenses with respect to the Services or Documentation.

5.2 User acknowledges that User is only granted access to the Services and Documentation for the Authorized Purpose and as allowed herein. GM hereby reserves all rights in and to the Services, and Documentation except for the express rights granted to User herein.

6. FEEDBACK

User may from time-to-time provide analysis, suggestions, comments (including, but not limited to, bug reports, and test results, and design suggestions or ideas) or other communication regarding the features, functions, performance, or use of the Services (either on User's own or at the request of GM) (collectively, "**Feedback**"). User agrees that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for GM. If User provides any Feedback, GM may use such Feedback without condition or restriction.

7. ENHANCEMENT DATA

GM may collect and use usage history and statistics based on User's use of the Services ("**Enhancement Data**") for GM's internal analytical purposes related to its provision of the Services, including to improve and enhance the Services.

8. REPRESENTATIONS AND WARRANTIES

8.1 User represents, warrants, and covenants that User has the full right and authority to accept these Terms of Use and to perform User's rights and obligations hereunder.

8.2 User represents and warrants that: (a) if User is a legal entity. User is a duly organized, validly existing corporation or other entity that is in good standing under the Laws of the jurisdiction of its incorporation or other organization; (b) User has the unconditional and irrevocable right, power, and authority to grant and perform all rights and licenses granted or required to be granted under these Terms of Use; (c) User will comply with all Laws applicable to User's performance under these Terms of Use; and (d) User owns or has otherwise obtained all rights and permissions related to any User Data;

9. CONFIDENTIAL INFORMATION

9.1 Confidentiality. In connection with your use of the Services and/or the Authorized Purpose and GM's obligations under this Agreement, GM may disclose confidential information to User, including, without limitation, information related to products, designs, business plans, strategies or processes, business opportunities, procurement or supply business plans, sales or marketing plans, technical plans, architecture or financial plans, research, development, know-how, other sales information, marketing strategies, market forecasts, trade secret information, product information, and other information which by its nature is confidential ("**GM Confidential Information**"). User will keep confidential and shall not use, make available or disclose any GM Confidential Information that has been: (a) disclosed by GM in connection with these Terms of Use or User's access or use of the Services, whether orally, electronically, in writing, or otherwise, including copies, or (b) learned, acquired, or generated by GM in connection with these Terms of Use or User's access or use of the Services, to any person, or make or permit any use of such GM Confidential Information without the prior written consent of GM. Notwithstanding the foregoing, GM Confidential Information may be disclosed on an as-needed basis to personnel of User as required for the purpose of fulfilling User's obligations under this Agreement and the Authorized Purpose. User shall take all reasonable steps to ensure that any such GM Confidential Information disclosed to any personnel in accordance with this Section 9.1 is treated as confidential by the personnel to whom it is disclosed, and User will require its personnel to enter into a confidentiality agreement which imposes confidentiality obligations no less protective of the GM Confidential Information than those imposed upon under these Terms of Use.

9.2 Disclosures in Compliance with Law. Nothing in this Section 10 will prevent User from disclosing GM Confidential Information where it is required to be disclosed by judicial, administrative, governmental, or regulatory process in connection with any action, suit, proceeding or claim, or otherwise by Law; provided, however, that User shall give GM prior reasonable notice as soon as possible, of such required disclosure so as to enable GM to seek relief from such disclosure requirement or measures to protect the confidentiality of the disclosure.

9.3 Unauthorized Disclosures. User will promptly inform GM in the event that it becomes aware of the possession, use, or knowledge of any GM Confidential Information by any person not authorized to possess, use, or have knowledge of GM Confidential Information and will, at the request of GM, provide such reasonable assistance as is required by GM to mitigate any damage caused thereby.

9.4 Return of GM Confidential Information. Upon written demand at any time, User will return all GM Confidential Information (including any copies thereof) to GM or provide GM with a certification from an officer of User confirming that any documents, data, duplicates, tangible, or electronic copies of GM Confidential Information disclosed have been retrieved from all recipients and storage locations, destroyed, removed, or deleted without retaining any copies of GM Confidential Information. The foregoing obligation to return or destroy all copies of GM Confidential Information shall not apply to: (i)

copies of GM Confidential Information which User is obligated retain pursuant to Law; or (ii) copies of GM Confidential Information that have been created as a result of automatic archiving and backup procedures. Any such copies of GM Confidential Information shall remain subject to the confidentiality obligations contained in this Section 9 for as long as the applicable GM Confidential Information is so retained by User.

9.5 The terms and conditions of this Section 9 will survive the expiration or termination of this Agreement for any reason whatsoever.

10. DISCLAIMER OF WARRANTIES

10.1 USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY LAW, USE OF THE SERVICES IS AT USER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH USER.

10.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND GM AND GM AFFILIATES (COLLECTIVELY REFERRED TO AS "GM" FOR THE PURPOSES OF THIS SECTION 10.2 AND SECTION 10.3) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GM OR A GM-AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

10.3 GM DOES NOT WARRANT AGAINST INTERERENCE WITH USER'S ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SERVICES WILL MEET USER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICES WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES WILL BE COMPATIBLE OR WORK WITH THIRD PARTY SOFTWARE, APPLICABLES OR THIRD PARTY SERVICES. GM WILL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, FAILURES OR NON-AVAILABILITY AFFECTING THE SERVICES OR THE PERFORMANCE OF ANY PRODUCTS OR SERVICES WHICH ARE CAUSED BY USER OR ANY THIRD PARTIES, OR ANY ERRORS OR BUGS IN SOFTWARE, HARDWARE, OR THE INTERNET.

10.4 SOME JURISDICTION LIMIT OR DO NOT ALLOW THE DISCLAIMERS OF IMPLIED OR OTHER WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS OF USE, IN WHICH CASE GM WARRANTIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. GM DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF ANY INFORMATION MADE AVAILABLE TO USER THROUGH THE GM MOTORSPORTS PLATFORM OR THE SERVICES.

11. LIMITATION OF LIABILITY

11.1 TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL GM, ITS AFFILIATES, AGENTS OR PRINCIPALS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING

OUT OF OR RELATED TO USER'S USE OR INABILITY TO USE THE SERVICES OR ANY THIRD PARTY SOFTWARE, APPLICATIONS, OR SERVICES IN CONJUNCTION WITH THE SERVICES HEREUNDER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT ANY COURT FINDS GM LIABLE FOR ANY CLAIM RELATING TO THE SERVICES OR UNDER TERMS OF USE AND ALLOWED BY LAW, USER AGREES THAT GM SHALL ONLY BE LIABLE FOR DIRECT DAMAGES AND THE MAXIMUM DAMAGES FOR ALL CLAIMS IN THE AGGREGATE UNDER THESE TERMS OF USE SHALL BE NO GREATER THAN TWO HUNDRED FIFTY USD (\$250.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF USE.

12. INDEMNITY

12.1 In consideration of GM's provision of the Services to User, to the maximum extent allowable by Law and unless prohibited by Law, User agrees to defend, indemnify and hold harmless GM, its Affiliates, and each of their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (i) User's use of and access to the Services (including User's use of any associated Software); (ii) User's violation of any term of these Terms of Use; or (iii) User's violation of any third party right, including without limitation any copyright, trademark, property, publicity or privacy right. This defense and indemnification obligation will survive these Terms of Use and User's use of the Services.

13. EXPORT CONTROL; COMPLIANCE WITH LAWS

13.1 User acknowledges that the products, Software, Services, Documentation, and/or data related thereto (collectively, "**Items**") accessed, or used in connection with these Terms of Use may be subject to applicable export control, economic sanctions, and other similar laws and regulations of the U.S. (collectively, "**Trade Compliance Laws**"). User will not violate and shall not cause GM to violate any such Trade Compliance Laws. User shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, release, or otherwise transfer any Items without first obtaining all necessary licenses and approvals. Trade Compliance Laws include, but are not limited to, restrictions on transactions involving certain entities and individuals (e.g., Specially Designated Nationals and parties on the U.S. Entity List) and territories subject to economic sanctions (currently, Cuba, Iran, North Korea, Syria, Crimea, Donetsk, and Luhansk), including prohibitions on transferring, trans-shipping, and/or procuring the Items to, through, or from such prohibited entities, individuals, or territories.

13.2 User shall comply with all applicable Laws, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the use and/or operations of the Services and these Terms of Use.

14. TERMINATION

14.1 GM may terminate these Terms of Use, at any time, upon sending User a written notice.

14.2 Following termination of these Terms of Use: (a) User will cease access and use of the Services; (b) User will immediately delete and destroy any Software, including all copies thereof, provided to User as part of the Services; (c) GM will have no obligation to maintain or provide any User Data; and (d) any

sections in these Terms of Use that would by their nature endure past termination or expiration shall survive termination and expiration.

15. FORCE MAJEURE

GM shall not be liable for failure to fulfill its obligations under these Terms of Use or for delays in delivery due to causes beyond its reasonable control, including but not limited to acts of God, acts or omissions of the other party, man-made or natural disasters, material shortages, strikes, Services outages, failures of the Internet or any public telecommunications network, hacker attacks, denial of services attacks, virus or other malicious software attacks or infections and power failures. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

16. WAIVER

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

17. SEVERABILITY

If any provision of these Terms of Use is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

18. AMENDMENTS

GM may update or amend any part of these Terms of Use from time-to-time in GM's sole discretion. GM will notify User by making the revised version available on this page, and an updated revision date will indicate that changes have been made. GM will also update the "Last Updated" date at the top of these Terms of Use. User's continued use of the Services after amendment will be considered as User's acceptance of the amended Terms of Use. IF USER DOES NOT AGREE TO COMPLY WITH THESE TERMS OF USE OR ANY FUTURE TERMS, DO NOT USE (OR CONTINUE TO USE) THE SERVICES.

19. ASSIGNMENT

Neither these Terms of Use nor any rights under these Terms of Use may be assigned or otherwise transferred by User, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of GM. Subject to the foregoing, these Terms of Use will be binding upon and will inure to the benefit of the parties and their respective allowed successors and assigns. Any assignment in violation of this Section 19 shall be null and void.

20. THIRD PARTY RIGHTS

These Terms of Use do not confer any rights on any third party other than GM's Affiliates.

21. ENTIRE AGREEMENT

Unless agreed otherwise in signed writing by GM, these Terms of Use contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter.

22. GOVERNING LAW; WAIVER OF JURY TRIAL; LIMITATION ON CLAIMS

These Terms of Use shall be construed and interpreted in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles. Any action, suit or proceeding relating to these Terms of Use may be brought in the appropriate court located in Wayne County, Michigan and User hereby consents to such jurisdiction. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE TRANSACTIONS CONTEMPLATED HEREBY. These Terms of Use shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods, application of which is expressly excluded. User agrees that User must file any claim or cause of action arising out of or related to and/or use of the Services or otherwise relating to these Terms of Use within one (1) year after the events giving rise to such claim or cause of action or User shall be forever barred from filing such claim or cause of action.