

February 2014

## Software License Agreement

### Canoo Engineering AG

#### RIA-Suite Evaluation License

This Software License Agreement (hereinafter "Agreement") made by and between Canoo Engineering AG, Kirschgartenstr. 5, 4051 Basel, Switzerland (hereinafter "Licensor") and the customer (hereinafter "Licensee"):

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## **13. Confidential Information**

The parties hereby agree to maintain in confidence and not to disclose to any non-affiliated third party the terms of this agreement and/or any confidential information disclosed to or received by the other party, including, though not limited to, information or data, in whatever form and irrespective of whether or not marked confidential or similar, concerning the discloser's products or product plans, business operations, strategies, customers and related business information etc., except:

- a) with the prior written approval of both parties;
- b) as required by applicable law or governmental regulation; and
- c) on confidential basis, to investment bankers, accountants, attorneys and similar representatives of either party.

Information shall not be considered to be confidential if i) already published or available to the public other than by a breach of this Agreement; ii) received from a third party not in breach of any obligation of confidentiality; iii)

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#### **14. General**

This Agreement supersedes all prior agreements concerning the subject matter herein and may not be changed or terminated except by a written communication signed by the party against whom the same is sought to be enforced.

In particular, this Agreement supersedes any existing general terms and conditions or other similar standard form contracts the Licensee might have.

#### **15. Salvatorian Clause**

Should a provision of this Agreement be invalid or become invalid or should this Agreement contain an omission, then the legal effect of the other provisions shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the parties intended commercially; the same applies in the case of an omission.

#### **16. Force Majeure**

No delay, failure or default in performance of any obligation of either party hereunder, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

#### **17. Governing Law and Place of Jurisdiction**

This Agreement shall be governed by the laws of Switzerland. The parties agree that the competent courts at the registered office of the Licensor shall have exclusive jurisdiction over any disputes arising from or in connection with the execution or interpretation of this Agreement or breach thereof.