

April 2018

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"):

Preamble:

Licensor or its suppliers have proprietary software including documentation identified as RIA-Suite that is delivered according to the Licensee's order in different package combinations identified as ULC (Ultra Light Client), ULC Core, ULC Application Integration, ULC Chart, ULC FxBrowser, ULC Graph, ULC Office Integration, ULC ServerPush and ULC Spring Integration (hereinafter "Licensed Software").

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Provisions regarding maintenance and support of the Licensed Software shall, to the extent that the Licensee wishes to receive such maintenance and support, be subject to a separate agreement between the parties.

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This Agreement enters into effect upon downloading and/or installation of the Licensed Software and/or upon breaking the wrapping of any data medium (e.g. CD-Rom, DVD).

It shall expire 90 days after downloading and/or installation of the Licensed Software (whichever is earlier).

11. Assignment

This Agreement and the licenses granted hereunder may not be assigned, sublicensed, or otherwise transferred by the Licensee without prior written consent from Licensor, except as otherwise explicitly provided in this Agreement.

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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)

independently developed by personnel or agents of one party without access to the Confidential Information of the other as substantiated by written records; iv) proven to be already known to the recipient at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided the receiving party first gives the disclosing party reasonable notice of such law or order and gives the disclosing party an opportunity to object to and/or limit such production.

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.