

Valence™ Platform Agreement

This Valence™ Platform Agreement (this "**Agreement**") is a binding contract between you ("**Customer**," "**you**," or "**your**") and Proterra Operating Company, Inc. ("**Proterra**," "**we**," or "**us**"). This Agreement governs your access to and use of the Valence Platform.

1. Definitions.

(a) "**Authorized User**" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Valence Platform under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Valence Platform has been purchased hereunder.

(b) "**Valence Platform**" means the services provided by Proterra under this Agreement that are detailed in Order Form.

(c) "**Valence Documentation**" means Proterra's user manuals, handbooks, guides, or other information relating to the Valence Platform provided by Proterra to Customer either electronically or in hard copy form/end user documentation.

(d) "**Proterra IP**" means all intellectual property rights in the Valence Platform, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing.

2. Access and Use.

(a) Provision of Access to the Valence Platform. Upon execution of an order form (an "Order Form"), and subject to and conditioned on your payment of Fees and compliance with all other/the terms and conditions of this Agreement and Order Form, Proterra hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Valence Platform during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Proterra shall provide you the necessary passwords and access credentials to allow you to access the Valence Platform. Proterra reserves the right to modify the functionality of the Valence Platform, or otherwise adjust the functionality included in each tier thereof. In the event of any such modification to the Valence Platform or any tier thereof, Proterra will provide you prior written notice and the opportunity to cancel your subscription to the Valence Platform. Should you elect to continue to use the Valence Platform, no action will be necessary and after any such modification has become effective, you agree to continue to use the Valence Platform pursuant to the terms of the applicable Order Form.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Proterra hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Valence Platform.

(c) Downloadable Software. Use of the Valence Platform may require or include use of downloadable software such as customer certificates, cookies or temporary javascript routines which run on your web browser. Proterra grants you a non-transferable, non-exclusive, non-assignable, limited right for Authorized Users to use downloadable software we provide solely as part of the Valence Platform.

(d) Use Restrictions. You shall not, and shall not permit any Authorized Users to, use the Valence Platform, any software component of the Valence Platform, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Valence Platform, any software component of the Valence Platform, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Valence Platform or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Valence Platform, in whole or in part; (iv) remove any proprietary notices from the Valence Platform or Documentation; or (v) use the Valence Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(e) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Proterra may monitor Customer's use of the Valence Platform and collect and compile data and information related to Customer's use of the Valence Platform, including the Data, to be used by Proterra in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Valence Platform ("**Aggregated Statistics**"). As between Proterra and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Proterra. You agree that Proterra may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(f) Reservation of Rights. Proterra reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Proterra IP.

(g) Suspension. Notwithstanding anything to the contrary in this Agreement, Proterra may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Valence Platform if: (i) Proterra reasonably determines that (A) there is a threat or attack to the Valence Platform, any Proterra system or network, or otherwise on any Proterra IP; (B) Customer's or any other Authorized User's use of the Proterra IP, or use of any connected vehicle or charger or other infrastructure as a vector

for an attack that disrupts or poses a security risk to the to the Valence Platform, any Proterra system or network, or otherwise on any Proterra IP or to any other customer or vendor of Proterra; (C) Customer or any other Authorized User is using the Proterra IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Proterra's provision of the Valence Platform to Customer or any other Authorized User is prohibited by applicable law; (ii) (any such suspension, a "**Service Suspension**"). Proterra shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Valence Platform following any Service Suspension. Proterra shall use commercially reasonable efforts to resume providing access to the Valence Platform as soon as reasonably possible after the event giving rise to the Valence Platform Suspension is cured. Proterra will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities.

(a) Account Use. You are responsible and liable for all uses of the Valence Platform and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Valence Platform and shall cause Authorized Users to comply with such provisions.

(b) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Valence Platform confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

4. Fees and Payment. Customer shall pay Proterra the fees as set forth in the Order Form ("**Fees**") within thirty (30) days from the invoice date without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date. If Customer fails to make any payment when due, without limiting Proterra's other rights and remedies: (i) Proterra may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Proterra for all costs incurred by Proterra in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for fifteen (15) days or more, Proterra may suspend, in accordance with Section 2(g), Customer's and all other Authorized Users' access to any portion or all of the Valence Platform until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar

assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Proterra's income.

5. Confidential Information. From time to time during the Term, Proterra and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder [and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement]. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Privacy Policy. Proterra complies with its privacy policy, available at <https://www.proterra.com/privacy-policy/> ("**Privacy Policy**"), in providing the Valence Platform. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Valence Platform, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

7. Intellectual Property Ownership; Feedback. Proterra owns all right, title, and interest in the Proterra IP. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Valence Platform, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees,

contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

8. Data Notice. Buyer acknowledges and agrees that Proterra may obtain access to the certain data and information related to the vehicle operation, the battery system, drive train components, charging infrastructure or vehicle charging (the “**Data**”) in order to provide warranty monitoring, maintenance, and service. The Data does not contain personal information related to any identifiable person. Proterra uses the Data to provide warranty service, safety and maintenance monitoring for the battery system included in the vehicles, for the provision of services described herein, for research and development purposes, and for other commercial purposes. Proterra may share either the raw Data or aggregated data or data derivatives with third parties, including but not limited to the original vehicle manufacturer, the vehicle dealer, or other service providers, to allow such third parties to provide services related to the vehicles or chargers.

9. Limited Warranty and Warranty Disclaimer.

(a) Performance of Services. Proterra warrants that it will perform Services in a professional and workmanlike manner. Customer’s sole and exclusive remedy arising out of or in connection with a breach of any of the warranties in this Agreement is limited to re-performance of the non-conforming Services.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE Valence PLATFORM ARE PROVIDED "AS IS" AND PROTERRA SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROTERRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROTERRA MAKES NO WARRANTY OF ANY KIND THAT THE VALENCE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Indemnification.

(a) Proterra Indemnification.

(i) Proterra shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or

expenses of whatever kind, including [reasonable] attorneys' fees ("**Losses**"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Valence Platform, or any use of the Valence Platform in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies Proterra in writing of the Third-Party Claim, cooperates with Proterra, and allows Proterra sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If such a Third-Party Claim is made or Proterra reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Proterra, at Proterra's sole discretion, to (A) modify or replace the Valence Platform, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Proterra determines that neither alternative is reasonably available, Proterra may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 11(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Valence Platform infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Proterra's option, defend Proterra and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim based on Customer's or any Authorized User's negligence or willful misconduct or use of the Valence Platform in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Proterra unless Proterra consents to such settlement, and further provided that Proterra will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. Limitations of Liability. IN NO EVENT WILL PROTERRA BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROTERRA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROTERRA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROTERRA

UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date as shown in the Order Form, and continues until Initial Term End Date, as shown on the applicable Order Form. Except as otherwise agreed to in an Order Form, the [Valence Platform services will renew annually unless either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current services period.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Proterra may terminate this Agreement for any reason upon thirty (30) days' advance notice.

(ii) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

(iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Proterra IP. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Survival. This Section 12(d), Sections 5, 6, 10, 11, 14, 15, 16, and 17, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination[or expiration.

13. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement, and that modified terms become effective on posting. You will be notified of modifications through notifications, generalized web posts, or a direct email

communication from us. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Valence Platform after the effective date of the modifications will be deemed acceptance of the modified terms. Proterra will provide at least thirty (30) days' advance notice of changes to any service level that Proterra reasonably anticipates may result in a material reduction in quality or services.

14. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. [Except as otherwise set forth herein,] any legal suit, action, or proceeding arising out of [or related to] this agreement or the rights granted hereunder will be instituted in the federal courts of the United States or the courts of the State of California in each case located in the city of San Francisco and County of San Francisco, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

15. Publicity. Proterra may use and publish Customer's name in its customer lists, lists of referrals for other customers (or potential customers), and in other promotional information, including, but not limited to, press releases, brochures, reports, letters, white papers, and electronic media such as e-mail or web pages.

16. Miscellaneous. This Agreement and any associated Order Form constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at 1815 Rollins Road, Burlingame, California 94010 and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Valence Platform. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.