

API License Agreement

Last Modified: March 6, 2025.

This API License Agreement (this "**Agreement**") is a binding contract between you ("**you**" or "**your**") and PACCAR Inc ("**PACCAR**," "**we**," or "**us**"). This Agreement governs your access to and use of the Connected Truck APIs. BY ACCESSING OR USING THE API, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE API. PLEASE READ ALL PAGES OF THIS AGREEMENT, THE PACCAR INC PRIVACY STATEMENT (available at www.paccar.com/privacy) AND THE TRUCK CONNECTIVITY SERVICES AGREEMENT (available at <https://www.paccar.com/telematicsterms>) COMPLETELY BEFORE USING YOUR VEHICLE AND KEEP A COPY FOR YOUR FILES.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION AND JURY TRIAL WAIVERS IN SECTION 16.

1. Definitions.

- (a) "**API**" means the Connected Truck APIs and any API Documentation or other API materials made available by PACCAR on its PACCAR API Catalog, available at <https://developers.paccar.cloud>.
- (b) "**API Documentation**" means the API documentation described at PACCAR API Catalog, available at <https://developers.paccar.cloud> from time to time.
- (c) "**API Token**" means the token PACCAR makes available for you to access the API.
- (d) "**PACCAR Offering**" means PACCAR 's centralized discovery of PACCAR API products described at described at PACCAR API Catalog, available at <https://developers.paccar.cloud> To enable secure, seamless integration between different systems and applications, allowing for the exchange of PACCAR data and functionality.
- (e) "**Your Applications**" means any applications developed by you to interact with the API.

2. License Grants. Subject to and conditioned on your compliance with all terms and conditions set forth in this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to use the API solely for your internal business purposes in developing Your Applications that will communicate and interoperate with the PACCAR Offering. You acknowledge that there are no implied licenses granted under this Agreement. We reserve all rights that are not expressly granted. You may not use the API for any other purpose without our prior written consent. You must obtain an API Token to use and access the API. You may not share your API Token with any third party, must keep your API Token and all log-in information secure, and must use the API Token as your sole means of accessing the API. Your API Token may be revoked at any time by us.

3. Use Restrictions. Except as expressly authorized under this Agreement, you may not: (a) copy, modify, or create derivative works of the API, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, in whole or in part; (d) remove any proprietary notices from the API; (e) use the API 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; (f) combine or integrate the API with any software, technology, services, or materials not authorized by PACCAR; (g) design or permit Your Applications to disable, override, or otherwise interfere with any PACCAR-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; (h) use the API in any of Your Applications to replicate or attempt to replace the user experience of the PACCAR Offering; or and (i) attempt to cloak or conceal your identity or the identity of Your Applications when requesting authorization to use the API.

You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on at PACCAR API Catalog, available at <https://developers.paccar.cloud> from time to time. In addition, you will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

4. Your Applications. You agree to monitor the use of Your Applications for any activity that violates applicable laws, rules, and regulations or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Your Applications from further use of Your Applications. As between you and us, you are responsible for all acts and omissions of your end users in connection with Your Application and their use of the API, if any.

5. No Support; Updates. This Agreement does not entitle you to any support for the API. You acknowledge that we may update or modify the API from time to time and at our sole discretion (in each instance, an "Update"), and may require you to obtain and use the most recent version of the API. Updates may adversely affect how Your Applications communicate with the PACCAR Offering. You are required to make any changes to the Applications that are required for integration as a result of such Update at your sole cost and expense. Your continued use of the API following an Update constitutes binding acceptance of the Update.

6. Fees. You shall pay us the fees ("Fees") as set forth in Subscription Order Form (an "Order") without offset or deduction. You shall make all payments hereunder in US dollars on or before the due date set forth in the Order. If you fails to make any payment when due, in addition to all other remedies that may be available: (i) we 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; and (ii) you shall reimburse us for all costs incurred by us in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues following notice, we may immediately unsubscribe you until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to you or any other person by reason of such act. All Fees and other amounts payable by you under this Agreement are exclusive of taxes and similar assessments. You are 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 you hereunder, other than any taxes imposed on ours income.

7. Collection and Use of Your Information. We may collect certain information through the API or the PACCAR Offering about you or any of your employees, contractors, or agents. By accessing, using, and providing information to or through the API or the PACCAR Offering, you consent to all actions taken by us with respect to your information in compliance with the then-current version of our privacy policy and data protection requirements, available at <https://www.paccar.com/privacy>. You may contact us with any comments or inquiries about the Privacy Policy by using the methods described under the "Contact Information" section of the Privacy Policy. You may review, modify, correct, or update the information you provide us at any time by contacting the dealership where you purchased your vehicle.

8. Intellectual Property Ownership; Feedback. You acknowledge that, as between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the API, and the PACCAR Offering. You will use commercially reasonable efforts to safeguard the API (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if you become aware of any infringement of any intellectual property rights in the API and will fully cooperate with us, in any legal action taken by us to enforce our intellectual property rights.

If you or any of your employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the API, and the PACCAR Offering, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), all such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and on behalf of your employees, contractors, and agents, 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.

9. Disclaimer of Warranties. THE API IS PROVIDED "AS IS" AND PACCAR SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PACCAR 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. PACCAR MAKES NO WARRANTY OF ANY KIND THAT THE API, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'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. You agree to indemnify, defend, and hold harmless PACCAR and its officers, directors, employees, agents, affiliates, successors, and assigns 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 attorneys' fees, arising from or relating to (a) your use or misuse of the, (b) your breach of this Agreement, and (c) Your Applications, including any end user's use thereof. We reserve the right, at our option and in our sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by us or bind us in any manner, without our prior written consent.

11. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR PACCAR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

12. Term and Termination. The term of this Agreement commences when you access the APIA and will continue in effect until terminated as set forth in this Section. We may immediately terminate or suspend this Agreement, any rights granted herein, and/or your licenses under this Agreement, in our sole discretion at any time and for any reason, by providing notice to you or revoking access to the API. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination of this Agreement for any reason all licenses and rights granted to you under this Agreement will also terminate and you must cease using, destroy, and permanently erase from all devices and systems you directly or indirectly control all copies of the API. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive termination. Termination will not limit any of PACCAR's rights or remedies at law or in equity.

13. Export Regulation. The API may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the API to, or make the API accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by

law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the API available outside the US.

14. **Modifications.** You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement. You will be responsible for reviewing and becoming familiar with any such modifications.

15. **Governing Law and Jurisdiction.** The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the King County, in the State of Washington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

16. **ARBITRATION CLAUSE - IMPORTANT - PLEASE REVIEW - AFFECTS YOUR LEGAL RIGHTS**

ANY DISPUTE BETWEEN US WILL BE DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

If you and we have a disagreement related to the Agreement, we will try to resolve it by talking with each other. If we fail resolve it that way, then we and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (i) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); (iii) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (iv) claims that may arise after the termination of this Agreement. References to "us" and "we" in this Section 16 include the Third-party Beneficiaries, and references to "you," "we" and "us" in this section 16 include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries under this or prior agreements between you and us. If federal law provides that a claim or dispute is not subject to binding arbitration, this arbitration clause shall not apply to such claim or dispute. ANY CLAIM OR DISPUTE IS TO BE ARBITRATED BY A SINGLE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION. YOU EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO ARBITRATE AS A CLASS ACTION. Disputes will be adjudicated under the applicable commercial rules of the American Arbitration Association (800-778-7879 or www.adr.org). You may get a copy of the rules by visiting the AAA website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statutes of limitation. Unless applicable law provides otherwise, the arbitration hearing shall be conducted in the federal district in which you live. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that either party may appeal any arbitrator's award pursuant to the rules of the arbitration organization. Any arbitration under this arbitration clause shall be governed by the United States Federal Arbitration Act (9 U.S.C. §1 et. seq.) and not by any state law concerning arbitration. The Parties further acknowledge and agree that this Agreement (i) is not a contract under which any person is authorized to purchase any vehicle from PACCAR for resale to any other person, or to repair or service any vehicle offered by PACCAR; (ii) is therefore not a "motor vehicle franchise contract" within the meaning of 15 U.S.C. §1226; (iii) is not subject to or governed by the provisions of 15 U.S.C. §1226; (iv) is not subject to or

governed by the Act or any other state or federal dealer franchise law; and (v) is subject fully to the provisions of the United States Federal Arbitration Act, 9 U.S.C. §1, et seq.

You retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction. You and we retain any rights to self-help remedies. Any court having jurisdiction may enter judgment on the arbitrator's award. This arbitration clause shall survive any termination of this contract. If any part of this arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class allegations have been made, the remainder of this Arbitration clause shall be unenforceable.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to PACCAR should be addressed to: Legal Department, PACCAR Inc, P.O. Box 1518 Bellevue, WA 98009. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If we and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you will not be disclosed to the arbitrator.

Time Limits. YOU ARE NOT ALLOWED TO COMMENCE ANY CLAIM AGAINST PACCAR, OR ANY THIRD-PARTY BENEFICIARY LATER THAN ONE YEAR, AFTER THE CLAIM ARISES, OR THE SHORTEST DURATION OF TIME PERMITTED UNDER APPLICABLE LAW IF GREATER THAN ONE YEAR.

17. Miscellaneous. This Agreement 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. Except as otherwise provided in the Arbitration provisions in Section 16 above, any written notice from you required by this Agreement, other than activation/deactivation or opt out requests will be effective when we receive it at: Legal Department, PACCAR Inc, P.O. Box 1518 Bellevue, WA 98009. Any written notice from us required by this Agreement will be effective when transmitted by email to any email address we have on file for you, or two days after we mail it to you at the most current billing address we have on file for you. 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 API. 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. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties or any third party beneficiary. Neither party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party. We can assign this Agreement or your obligations to pay under it in whole or in part to anyone we choose. You cannot assign this Agreement or your obligations to anyone else without our prior written consent. Any assignment by you without such consent shall be null and void. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULD NOT OTHERWISE QUALIFY. THIS WILL NOT BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WILL NOT BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.