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AYROSync Vehicle Services: TELEMATICS SUBSCRIPTION AGREEMENT			

AYROSync VEHICLE SERVICES TELEMATICS SUBSCRIPTION AGREEMENT

This Telematics Subscription Agreement describes your rights and obligations as a Customer of the Telematics Services provided under this Telematics Subscription Agreement ("TSA"). It also describes the rights and obligations of AYRO, Inc. ("AYRO").

Please review this Telematics Subscription Agreement carefully. If you have any questions regarding this Telematics Subscription Agreement or the Telematics Services provided with your vehicle (the "Vehicle"), please visit www.AYRO.com (the "Website") or contact Customer Services at AYRO.

1) Subscription Fee and Term of Agreement

The cost of the Telematics Services for the initial Term is complimentary with the purchase of your Vehicle. The initial Term of this Telematics Subscription Agreement is three (3) years from the date of your Vehicle purchase. You will not be charged any additional fees for the use of the standard Telematics Services during this Term.

This TSA is valid and in full effect from the earlier of the date (a) the Telematics Subscription Agreement is accepted by Customer, or (b) of Vehicle purchase. This TSA shall remain in effect for the Term, or longer if Customer subscribes to extend the Term beyond the initial three (3) years, if your Vehicle stays in operation. You or AYRO may exercise its cancellation rights under this TSA as further explained below.


By accepting this Telematics Subscription Agreement, Customer agrees to abide by its terms, as may be amended from time to time by AYRO, throughout the Term, through publication of any amendment on the Website by AYRO. Upon sale or transfer of your Vehicle prior to the expiration of the Term, all rights and obligations under this TSA are automatically transferred and assigned to the purchaser or transferee of your Vehicle (the "Purchaser"). You promise to notify Purchaser of this TSA, and the rights and obligations the Purchaser assumes under this TSA. If you sell or transfer your Vehicle and fail to notify the Purchaser, you agree to indemnify and hold harmless AYRO for any costs (including attorneys' fees), expenses, and/or liabilities arising from your failure to give notice to the Purchaser as required under this TSA.

2) Rights and Obligations of Purchasers

If, during the Term, you purchase or otherwise acquire a Vehicle with a current Telematics Subscription Agreement, you assume all rights and obligations under the TSA, and you may use the Telematics Services at no additional charge for the remainder of the Term.

3) Product Features

AYRO provides Telematics Services for your Vehicle according to its specific serial number or Vehicle Identification Number of the Vehicle (or other identifying number). AYRO collects and retains information related to the operation and maintenance of your Vehicle through one or more transmitting devices outfitted on your Vehicle (the "Telematics Device") and uses that information to assist you in providing Telematics Services which include: (i) proactive diagnostic and repair assistance; (ii) improved management of vehicle downtime; and (iii) streamlined service procedures. A detailed description of the Telematics Services can be found on the Website. AYRO reserves the right to change the Telematics Services at any time, without penalty and without notice to Customer, as published through the Website.

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4) Ownership and License of Telematics Data

You shall own all right, title, and interest in and to the data collected from your Vehicle and provided to you through the Telematics Services (the “Telematics Data”). You hereby grant to AYRO a worldwide, royalty-free, fully paid, transferable, assignable, sub-licensable (through multiple tiers), perpetual license to collect, analyze, use, and otherwise exercise control over any and all Telematics Data collected through the Telematics Device outfitted on your Vehicle, including the right to share the Telematics Data with its dealers, parents, subsidiaries, affiliates and others authorized by AYRO. AYRO has no obligation under this TSA to provide you with data collected through the Telematics Device except through the AYROSync Telematics Services described on the Website.


5) Acknowledgement of AYRO Uses of Telematics Data

YOU ACKNOWLEDGE THAT YOUR VEHICLE IS EQUIPPED WITH A TELEMATICS DEVICE THAT CONSISTS OF ONE OR MORE TRANSMITTING DEVICES. YOUR TELEMATICS DEVICE COLLECTS AND/OR STORES INFORMATION ABOUT YOUR VEHICLE, INCLUDING SPEED, SETTINGS, STATE OF CHARGE, STATE OF HEALTH, ENGINE PERFORMANCE, GEARING, RPM, ALTITUDE, GEOLOCATION, SAFETY INFORMATION, INFORMATION RELATED TO THE USE AND OPERATION OF THE VEHICLE, VEHICLE PERFORMANCE, DIAGNOSTICS DATA, AND ERROR CODES. THE TELEMATICS DEVICE HAS THE ABILITY TO TRANSMIT INFORMATION TO A CENTRAL COMMUNICATIONS SYSTEM OR EXTERNAL DEVICE. UNAUTHORIZED REMOVAL OR DISABLING THE TELEMATICS DEVICE(S) MAY AFFECT THE VEHICLE’S LIMITED WARRANTY.

YOU EXPRESSLY CONSENT TO AYRO’S USE OF AND ACCESS TO THE TELEMATICS DEVICE AND THE INFORMATION IT CONTAINS AND TRANSMITS. YOU EXPRESSLY CONSENT TO AYRO’S COLLECTION OF INFORMATION AND DATA FROM YOUR VEHICLE. YOU ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN YOUR TELEMATICS DEVICE MAY BE PERIODICALLY TRANSMITTED TO OR OTHERWISE ACCESSED BY AYRO AND OTHERS AUTHORIZED BY AYRO, ALONG WITH YOUR VEHICLE’S SERIAL NUMBER, VIN NUMBER, OR OTHER VEHICLE IDENTIFYING INFORMATION, AND YOU EXPRESSLY AND EXPLICITLY CONSENT TO SUCH TRANSMISSION AND/OR ACCESS.

YOU FURTHER ACKNOWLEDGE THAT AYRO MAY USE, STORE, AND OTHERWISE EXERCISE CONTROL OVER ANY DATA OR INFORMATION SO TRANSMITTED OR ACCESSED, IN ANY MANNER WHATSOEVER, WITHOUT LIMITATION, INCLUDING THE RIGHT TO SHARE INFORMATION SO TRANSMITTED OR ACCESSED WITH ITS DEALERS, AFFILIATES, SUBSIDIARIES, PARENT ORGANIZATIONS, OR OTHERS AUTHORIZED BY AYRO.

YOU ACKNOWLEDGE THAT THE PURPOSES OF THE TELEMATICS SUBSCRIPTION AGREEMENT MAY INCLUDE ALL ACCESS TO AND USE OF TELEMATICS INFORMATION BY AYRO, INCLUDING ACCESS IN CONNECTION WITH THE SERVICING OF YOUR VEHICLE. ADDITIONALLY, YOU ACKNOWLEDGE THAT IT SHALL FULFILL THE PURPOSE OF THIS SUBSCRIPTION SERVICE FOR AYRO TO ACCESS AND USE TELEMATICS INFORMATION IN ORDER TO: UNDERSTAND ALL ASPECTS OF THE USE AND OPERATION OF YOUR VEHICLE, HELP FACILITATE MAINTENANCE AND REPAIRS TO YOUR VEHICLE, AGGREGATE AND EXAMINE ALL COLLECTED INFORMATION WITH LIKE INFORMATION FROM OTHER SUBSCRIBERS, MAKE REPORTS TO REGULATORY AND LAW ENFORCEMENT AUTHORITIES BASED ON COLLECTED INFORMATION, AND MONITOR AND OPTIMIZE YOUR VEHICLE MAINTENANCE AND SERVICE.

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6) Hours of Operation

AYROSync Telematics Services are generally available 24 hours a day, 7 days a week, except during special systems maintenance periods. Vehicle location, satellite systems availability, and other conditions may affect Telematics Services availability. AYRO cannot guarantee that Telematics Services will always be available at any time.

7) Modification of Website Content

The Website and its content, including without limitation the information, graphics, products, features, functionality, services, and links (collectively the "Content"), may be changed, deleted, or updated by AYRO at any time without notice to Customer.


8) Cancellation Rights

AYRO reserves the right to immediately discontinue Telematics Services for any period of time, or to cancel all Telematics Services or this Telematics Subscription Agreement at any time without penalty to AYRO. Customer also has the right not to enter this TSA at the time of original purchase of the Vehicle, or to cancel this TSA at any time upon notice to AYRO through submitting to AYRO an **AYROSync TELEMATICS SUBSCRIPTION CANCELLATION FORM #11-2012-0000** according to the instructions on the Form. The Form may be obtained by visiting the Website. Cancellation of this Telematics Subscription Agreement will disable the Telematics Services provided to you and may prevent or limit AYRO from assisting you in the operation and maintenance of your Vehicle or providing you or your Vehicle with other telematics data. Declining to enter into this TSA, or canceling this TSA, will not end the transmission of data from your Telematics Device or the collection of such data by AYRO. AYRO representatives may access Telematics Data, to the extent it is available, and use it in connection with providing services and vehicle improvements to you. AYRO will regularly purge from its systems all data collected from your Telematics Device, at time intervals determined by AYRO at its sole discretion.

9) Disclaimer of Warranty

THE WEBSITE www.AYRO.com AND ITS CONTENT ARE PROVIDED "AS IS". AYRO AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT, REGARDING ANY SUCH CONTENT AND YOUR ABILITY OR INABILITY TO USE THE WEBSITE AND ITS CONTENT. AYRO FURTHER DISCLAIMS ANY WARRANTY WHICH MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

NEITHER AYRO OR ITS LICENSORS, OR THE COMMUNICATION SERVICE PROVIDER(S), OR ANY AFFILIATE OF EITHER, HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE TELEMATICS SERVICES, TELEMATICS DEVICE, COMMUNICATION SYSTEM(S), OR THE COMMUNICATION SERVICES. EACH OF AYRO, ITS LICENSORS, THE COMMUNICATION SERVICE PROVIDER(S) AND THEIR AFFILIATES EXPRESSLY DISCLAIM WITH RESPECT TO CUSTOMER AND CUSTOMER EXPRESSLY WAIVES, RELEASES, AND RENOUNCES ALL WARRANTIES OF AYRO, ITS LICENSORS, THE COMMUNICATION SERVICE PROVIDER(S) AND THEIR AFFILIATES ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY WARRANTIES AS TO THE ACCURACY, AVAILABILITY, OR CONTENT OF THE COMMUNICATION SYSTEM(S), THE TELEMATICS SERVICES, THE TELEMATICS DEVICE(S), THE

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COMMUNICATION SERVICES, OR ANY OTHER PRODUCT OR SERVICES PROVIDED BY AYRO, THE COMMUNICATION SERVICE PROVIDER(S) OR THEIR AFFILIATES USING THE COMMUNICATION SYSTEM(S); AND (D) ANY WARRANTY UNDER ANY THEORY OF LAW, INCLUDING ANY TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT, OR OTHER LEGAL OR EQUITABLE THEORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE, THAT IS NOT CONTAINED IN THIS TELEMATICS SUBSCRIPTION AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY AYRO, ITS LICENSOR, THE COMMUNICATION SERVICE PROVIDER(S) OR THEIR AFFILIATES.

10) Limitation of Liability

USE OF TELEMATICS SERVICES OR THE WEBSITE www.AYRO.com AND ITS CONTENT IS AT YOUR SOLE RISK. AYRO WILL IN NO EVENT BE LIABLE TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES UNDER ANY THEORY OF LAW FOR ANY ERRORS IN OR THE USE OF OR INABILITY TO USE TELEMATICS SERVICES OR THE WEBSITE AND ITS CONTENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS, DATA, OR DAMAGE TO ANY COMPUTER SYSTEMS, EVEN IF YOU HAVE ADVISED AYRO OF THE POSSIBILITY OF ANY SUCH DAMAGES.

Customer acknowledges and understands that it shall bear all responsibility, risk, and costs associated with developing and maintaining its business, and neither AYRO nor AYRO's affiliates shall be liable to Customer for any costs or damages caused by any failure or impaired performance of Telematics Services or any component thereof.

11) Intellectual Property

Customer acknowledges and agrees that its rights to Telematics Services and related hardware and software (collectively, Intellectual Property) on or concerning the Vehicle are limited to its right to use the Intellectual Property during the Term of the Telematics Subscription Agreement. The Intellectual Property contains trade secrets, proprietary technologies, and other confidential know-how that belongs solely to AYRO or its Service Provider(s). Even though you may use the Intellectual Property, Customer does not own and shall not acquire any rights in the Intellectual Property. Customer acknowledges, understands, and agrees that certain data specific to Customer may reside on AYRO servers and may be subject to the judicial process. Customer waives all claims of rights to the Intellectual Property and rights of privacy concerning such data or the maintenance of such data by AYRO.

12) No Assignment by Customer


You agree that this Telematics Subscription Agreement for your Vehicle and your use of Telematics Services on your Vehicle is personal to you and your Vehicle, and therefore you may not transfer or assign this TSA or any rights under this TSA to any third person, except as provided in Paragraphs 1 and 2 hereto, without the prior written consent of AYRO.

13) Governing Law

You as Customer agree that this Telematics Subscription Agreement shall be interpreted under the laws of the State of Texas, and that jurisdiction and venue shall be only with the courts located in the State of Texas.

14) Dispute Resolution

In case of any dispute, claim, or demand between you and AYRO or its directors, officers,

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employees, clients, agents, subsidiaries, and affiliates, you agree that any party to the dispute may choose at any time to have the dispute resolved by binding arbitration under the rules of the American Arbitration Association, in lieu of a trial before a court. For example, if you have a dispute with AYRO and AYRO elects to arbitrate under this clause, you will not be entitled to either a jury or bench trial before a court. Moreover, you agree that, in case either party elects to arbitrate a dispute, you will only proceed on an individual basis. You agree that the arbitrator shall not have the authority to arbitrate or hear any dispute with respect to a class, with respect to combined or consolidated claims of multiple individuals, with respect to any claims brought by anyone acting as a private attorney general, or with respect to any claims brought in the form of or on any representative basis. Where any party elects to arbitrate, you agree to refrain from bringing or pursuing any claims in such representative form or forms.



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