

MARKETING COLLABORATION AGREEMENT

This Marketing Collaboration Agreement, together with any exhibits attached hereto (collectively, the “Agreement”), effective as of the date indicated in Exhibit A (the “Effective Date”), is entered into by and between Rivian, LLC (“Rivian”) and City of Huntington Beach, a municipal corporation (“Partner”). Each of Rivian and Partner may be individually referred to as a “Party” and together as the “Parties.” The Parties agree as follows:

1. **Promotion**. Rivian and Partner hereby agree to participate in the marketing and promotional activities (the “Promotion”) described in Exhibit A (as may be amended in writing by the Parties from time to time), attached hereto and incorporated herein by reference.

2. **Ownership**. Each Party hereto acknowledges that the other Party has valuable and proprietary interests in various terms, images, logos, symbols, trade names, trade or service marks, copyrights and other tangible and intangible property relating to such other Party (collectively, the “Marks”, and in the case of Marks supplied by or on behalf of Partner, the “Partner Marks”, and in the case of Materials supplied by or on behalf of Rivian, the “Rivian Marks”) and its properties, programs and productions as applicable, including any and all creative materials provided by or on behalf of such other Party pursuant to this Agreement and as described further in Exhibit A (collectively, the “Materials”, and in the case of Materials supplied by or on behalf of Partner, the “Partner Materials”, and in the case of Materials supplied by or on behalf of Rivian, the “Rivian Materials”), and that such providing Party owns, or has rights in, such Materials, to the extent required to perform its obligations pursuant to this Agreement. For the avoidance of doubt, Partner retains all right, title and interest and all related intellectual property rights to Partner Materials, and Rivian retains all right, title and interest and all related intellectual property rights to Rivian Materials.

3. **Mutual Licenses**. Solely for the purposes expressly authorized in this Agreement, each Party hereto grants to the other Party a limited, royalty-free, non-transferable and non-exclusive right to use or display the granting Party’s Materials as authorized in Exhibit A. Except as otherwise provided in Exhibit A, each Party shall have the right to approve in writing (email sufficing) in advance all uses of such Party’s Materials (such approval not to be unreasonably withheld or delayed). All goodwill arising from one Party’s use of another’s trademarks will accrue to the trademark’s owner. Each Party shall use the other Party’s Materials in accordance with the Party’s applicable written brand guidelines. Notwithstanding the foregoing, the Parties acknowledge that any social media posts posted during the Term may remain posted in perpetuity for archival purposes, provided such social media posts are not newly exploited, re-posted, or re-shared by the Party after the Term.

4. **Data Sharing**. If the sharing of any Personal Information is contemplated between Partner and Rivian, the following section applies to such sharing.

4.1 **Roles; Compliance with Laws**. With respect to Personal Information (as that term and similar terms are defined under applicable law) made available to Rivian by or on

behalf of Partner, which may be processed for Rivian's and Rivian's affiliates' purposes (including marketing activities and managing our customer relationships), each Party shall act independently, as a business or controller (as defined in applicable laws). The Parties shall comply with all laws applicable to the processing of Personal Information as contemplated under this Agreement. Partner agrees to present Rivian's Privacy Notice available at <https://rivian.com/legal/privacy> to consumers at or before the time Partner collects Personal Information made available to Rivian under the Agreement.

4.2 **CCPA Obligations of Rivian.** In Rivian's processing of the Personal Information made available to it by or on behalf of Partner under this Agreement, and solely to the extent such Personal Information is subject to California Civil Code §§ 1798.100 to 1798.199, and its implementing regulations, as updated or amended from time to time (collectively, the "CCPA"), Rivian shall: (i) process such Personal Information for the limited and specified purposes stated above; (ii) grant Partner the right to take reasonable and appropriate steps to ensure Rivian processes such Personal Information in a manner consistent with Partner's obligations under the CCPA; (iii) notify Partner if Rivian determines it can no longer meet its obligations under the CCPA as related to Rivian's processing of such Personal Information; and (iv) grant Partner the right to take reasonable and appropriate steps to stop and remediate Rivian's unauthorized use of such Personal Information.

4.3 **Obligations of Partner.** In Partner's provision of Personal Information to Rivian under this Agreement, Partner has (a) provided all legally required notices and obtained all legally required consents necessary to provide or make Personal Information available to Rivian under this Agreement, (b) will not provide Rivian any sensitive personal information or information related to an identified or identifiable natural person located outside of the United States and its territories, (c) will not provide Rivian any Personal Information, including from third-party sources, except as set forth in this Agreement or an applicable Statement of Work or Order Form; and (d) will honor opt-outs related to the selling, sharing, and targeted advertising (as those terms are defined under applicable laws) of Personal Information in accordance with the Partner's privacy notices made available at the time of collection and provide the Personal Information to Rivian in a manner which excludes information relating to individuals that have submitted such requests to opt-out under the CCPA or other applicable laws.

5. **Publicity.**

5.1 The Parties will cooperate to prepare and publish mutually acceptable joint press releases describing this Agreement and other promotional material relating to this Agreement.

5.2 All marketing and publicity materials prepared by or on behalf of a Party pursuant to this Agreement shall not be published or distributed without prior written approval by such other Party.

6. **Costs and Expenses.** Except as otherwise set forth in Exhibit A, each Party shall be responsible for all of its fees and expenses incurred pursuant to this Agreement and in complying with its obligations hereunder.

7. **Representations and Warranties.** Each Party represents, warrants, and covenants that: (i) it has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, or laws that are violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; (ii) it is duly qualified to do business and is in good standing in every jurisdiction that such qualification is required for purposes of this Agreement; (iii) the execution, delivery, and performance of this Agreement will not violate, conflict with, require consent under, or result in any breach or default under any organizational documents of such Party, any applicable law, or with or without notice or lapse of time or both, the provisions of any other contract or agreement to which a Party is a party; (iv) this Agreement has been executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party enforceable against that Party in accordance with its terms; (v) it has obtained all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to exercise its rights and perform its obligations under this Agreement; (vi) it will not disparage, distort, or depict the other Party's brands, products or intellectual property in a manner that reflects unfavorably on the other Party or in a manner which is inconsistent with or violates the other Party's instructions, brand guidelines or image; and (vii) it will ensure that any marketing and advertising content, or any other materials created pursuant to this Agreement will not infringe, misappropriate or violate the rights of any third party, including, without limitation, patent, trademark, service mark, copyright, right of publicity, right of privacy, trade secret, or other intellectual property or proprietary right.

8. **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, or liabilities, relating to or arising out of any claim of a third party (i) arising out of or occurring in connection with the Indemnifying Party's negligence, willful misconduct, or breach of this Agreement, or (ii) alleging that the Indemnified Party's use of the Indemnifying Party's Materials as permitted by this Agreement infringes any patent, copyright, trademark, trade secret, right of publicity, right to privacy, or other intellectual property or proprietary right. The Indemnified Party will give the Indemnifying Party prompt notice of any claim or litigation to which indemnity may apply. Failure to give such prompt notice will relieve the Indemnifying Party of its indemnification obligations solely to the extent that such failure has prejudiced the Indemnifying Party's defense of such claim or litigation. The Indemnifying Party has the right to assume and fully control the defense of any potentially indemnified claim or litigation and the Indemnified Party will cooperate fully (at the cost of the Indemnifying Party) in any defense and in the settlement of such claim or litigation. The Indemnifying Party shall not enter into any settlement without the Indemnified Party's prior written consent. This provision shall survive the termination of this Agreement.

9. **Limitation of Liability.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NEITHER PARTY SHALL HAVE ANY LIABILITY FOR THE OTHER PARTY'S PRODUCTS OR SERVICES OR THEIR QUALITY, PRICE OR METHOD OF SALE OR DISTRIBUTION. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **Term; Termination.**

10.1 Term. This Agreement will be effective as of the Effective Date and will continue thereafter as indicated in Exhibit A, unless terminated earlier pursuant to Section 10.2 or 10.3 (the "Term").

10.2 Termination for Cause. Either Party may terminate this Agreement immediately by written notice to the other Party if the other Party materially breaches any term of this Agreement and does not cure such breach within fifteen (15) days after receipt of written notice from the non-breaching Party of the breach stating the non-breaching Party's intent to terminate.

10.3 Termination for Convenience. Either Party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other Party.

10.4 Effects of Termination. Except as otherwise herein provided, during all times prior to the expiration or termination of this Agreement, including any cure period set forth above, the rights, duties and responsibilities of Rivian and Partner under this Agreement shall continue in full force.

11. **Confidentiality.**

11.1 From time to time during the term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products and services, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this section by the Receiving Party or any of its Affiliates, employees, officers, directors, partners, shareholders, agents, attorneys, third-party advisors, successors, and permitted assigns (collectively "**Representatives**"); (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives before being disclosed by or on behalf of the Disclosing Party; or (d) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information.

11.2 The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any Person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise

its rights or perform its obligations under the Agreement. The Receiving Party shall be responsible for any breach of this section caused by any of its Representatives.

12. **Governing Law and Dispute Resolution.**

The construction, interpretation and performance of this Agreement and all transactions thereunder shall be governed by the laws of the State of Delaware, without regard to principles of conflicts of law, except that the arbitration provisions herein and any action to compel arbitration or enforce an arbitral award shall be governed by the Federal Arbitration Act and not by any state law. Prior to initiating arbitration proceedings, the Parties will attempt to first resolve their dispute through good faith negotiations following written notice by the complaining Party to the other Party. If the Parties are unable to resolve their dispute through negotiations, the Parties agree to submit to non-binding mediation to be conducted by JAMS either via video conferencing or in Irvine, California. If the Parties have not resolved the dispute within twenty-eight (28) days following the mediation, the claimant may submit the matter to binding arbitration, to take place in Irvine, California, and conducted by JAMS under its Streamlined Arbitration Rules (unless the claim is for more than \$2,500,000, in which case JAMS' Comprehensive Arbitration Rules will govern). The arbitration shall take place in Irvine, California and be conducted in the English language. Each Party shall bear its own costs, fees and expenses of mediation and/or arbitration, and the Parties shall share equally the costs of the mediator and/or arbitrator. Any proceedings conducted pursuant to this paragraph, as well as any settlement or award, shall be maintained by the Parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the Parties' respective attorneys, tax advisors and senior management and to family members of a Party who is an individual. Notwithstanding anything in the foregoing to the contrary, in the event of a breach or threatened breach by Partner of any of the covenants and restrictions contained in this Agreement, Partner acknowledges that the remedy at law would be inadequate and that Rivian shall be entitled to an injunction restraining Partner from such breach (without requirement to post any bond), in addition to monetary damages and any other remedy provided by law, and Rivian shall have the right to seek and enforce such remedies in any court of appropriate jurisdiction.

13. **Successors and Assigns.** Neither Party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that either Party may assign this Agreement: (a) to a parent or affiliate or in the event of a merger, acquisition or sale of all or substantially all of the assigning party's assets or equitable interests (collectively, a "**Change of Control**"); (b) to an affiliate under common control with such assigning Party (i.e., an affiliate owned 50% or more by the same ultimate corporate parent corporation as such assigning Party), or (c) as part of an internal corporate reorganization. Any purported assignment or delegation in violation of this section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

14. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. 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, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

15. **Force Majeure.** Neither Party shall be liable for, or suffer any penalty or termination of rights hereunder for, any failure or delay in performing its obligations under this Agreement on account of circumstances beyond the reasonable control of that Party, including acts of God, war, insurrection, fire, flood, accident, strike or other labor disturbance. Each Party shall promptly notify the other in writing of any such event of force majeure and its anticipated effect on the Party's ability to perform, and make commercially reasonable efforts to remedy any such event, except that neither Party shall be under any obligation to settle a labor dispute.

16. **Notices.** All communications under this Agreement (each, a "Notice") must be in writing or via e-mail and addressed to the other Party at the address set forth in Exhibit A. Notice is effective: (a) when delivered personally, (b) three (3) business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender.

17. **Understanding of Agreement.** The Parties acknowledge, covenant and agree that each of them has read this Agreement and understand its terms, including the legal consequences thereof, and that in offering to make, and in making, executing and delivering this Agreement, none of them was acting under any duress or undue influence, and that this Agreement was made, executed and delivered as the free and voluntary act of each Party and was given in good faith on the part of each Party with full knowledge of all relevant facts and circumstances as presented. The Parties further acknowledge that each of them was represented by counsel in connection with this Agreement.

18. **Construction.** Because each of the Parties to this Agreement has contributed to the preparation and drafting hereof, has read it, and has reviewed it with its counsel and understands its terms and contents, the terms and provisions of this Agreement shall be interpreted and construed without any presumption or inference based upon the Party or Parties causing this Agreement to be drafted in fact.

19. **Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

20. **Amendment and Modification.** No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

21. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or

privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Rivian, LLC

City of Huntington Beach

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

**EXHIBIT A
PROMOTION**

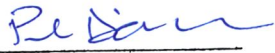
Promotion	Rivian and Partner are collaborating for purposes of marketing and promoting each Party’s respective products and services. For the avoidance of doubt, any Rivian vehicle and its trade dress (including but not limited to its design and distinctive features) and trademarks (including but not limited to logos and word marks) are considered Rivian Marks as defined above in Section 2.
Effective Date	Date of last signature of this Agreement.
Term	Eighteen (18) months from Effective Date
Renewal	<p>Either Party may elect to renew this Agreement for up to one (1) year term by providing the other Party with written notice of its intent to renew at least thirty (30) days prior to the end of the then-current term (each a “<u>Renewal Term</u>” and together with the Initial Term, the “<u>Term</u>”), and subject to the mutual agreement of the Parties. If the Term is renewed for any Renewal Term pursuant to this provision, the terms and conditions set forth in this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, with the exception of this <u>Exhibit A</u>, which the Parties shall mutually agree to new terms with respect to any future Promotion. If either Party fails to provide timely notice of its intent to renew this Agreement, then, unless otherwise sooner terminated in accordance with these terms, this Agreement shall terminate on the expiration of the then-current Term.</p>
Territory	United States
Rivian Obligations	<p>Rivian will provide the following vehicle(s) for Partner’s use as provided for in this Agreement:</p> <ul style="list-style-type: none"> ● One (1) custom-built Vehicle, designed and developed by Rivian Special Projects to the requirements of Partner for all fire department related operations <u>at the discretion of the Fire Chief or designee</u> - targeting a mid-June 2026 delivery, to be confirmed and mutually agreed upon by both Parties <p>Rivian will provide the Vehicles to Partner for use solely by fire department personnel during the Term of this Agreement. Such Vehicles will be provided to Partner pursuant to the separate Rivian Loaned Vehicle Bailment Agreement executed by Rivian and Partner.</p> <p>Rivian will also provide:</p> <ul style="list-style-type: none"> ● Full interior and exterior Vehicle build-out, cold storage, etc. ● One (1) Rivian Level 2 wall charger and / or portable charger, to be installed by a Partner-appointed electrician, in a location to be determined by Partner at their own expense

<p>Partner Marketing Obligations</p>	<p>Partner will provide:</p> <ul style="list-style-type: none"> ● Ability for Rivian to borrow back the Vehicle for up to 10 days throughout the Term to showcase Vehicle to prospective customers ● Ability for Rivian to borrow back the Vehicle for up to 10 days throughout the Term for a promotional event or conference ● Access and rights for Rivian to film content to be used on various Rivian marketing channels, including: <ul style="list-style-type: none"> ○ Photo, video for non-emergency work (examples include public education, community risk reduction, fire inspections, special events) ○ Photo, video, and interviews of HBFD team interacting with the vehicle (getting gear from the car and such) ○ Photo, video of vehicle driving (glamor shots, rolling shots) ● Guidance and support in determining optimal sites for content shoots in line with Rivian’s creative objectives ● Communications equipment for vehicle build ● Schedule of events that the Vehicle will be on-site, including highly attended events for visibility in the community <p>Partner shall obtain written approval from Rivian prior to the use of any Rivian Marks or Rivian Materials in connection with Partner’s marketing obligations, as required under <u>Section 3</u> of this Agreement.</p>
<p>Rivian Materials and Use Rights</p>	<p>Partner may use the Rivian Materials and the Vehicle during the Term for its marketing and promotional purposes in connection with the Promotion, subject to Rivian’s approval rights contained in the Agreement.</p> <p>Notwithstanding anything to the contrary contained herein, all posts on Partner’s owned or operated social media sites shall not require takedown after the Term provided Partner is not in breach hereof.</p>
<p>Partner Materials and Use Rights</p>	<p>Rivian may use Partner Materials for its marketing and promotional purposes, in any and all media during the Term.</p> <p>Rivian will have the right to repost the posts on Rivian’s owned and controlled channels.</p> <p>Notwithstanding anything to the contrary contained herein, all posts on Rivian’s owned or operated social media sites shall not require takedown after the Term provided Rivian is not in breach hereof. Further, Rivian and may use the Partner Materials for internal and public relations, award show, and case study uses in perpetuity.</p>
<p>Notices</p>	<p>Notices should be addressed to:</p> <p>Rivian, LLC 14600 Myford Rd.</p>

Irvine, CA 92606
legal@rivian.com
Attn: General Counsel

City of Huntington Beach
2000 Main Street, Huntington Beach, CA 92648
Eric McCoy, Fire Chief

APPROVED AS TO FORM

By: 
for **MICHAEL J. VIGLIOTTA**
CITY ATTORNEY
CITY OF HUNTINGTON BEACH