

MERCEDES-BENZ BETA PROGRAM TERMS OF USE

1. INTRODUCTION

The Mercedes-Benz Beta Program (“Beta Program”) is offered to Mercedes-Benz USA, LLC (“MBUSA” or “We”) customers (“You” or “Your”) at MBUSA’s sole discretion. The Beta Program allows You to evaluate certain pre-release and pre-production applications, services, software, hardware, features, developments, and functions (“Beta Products”), each of which may require You to agree to additional terms (“Beta Program Addendum(s)"). MBUSA provides Beta Products to evaluate their functionality, customer value, and commercial viability. These Beta Program Terms of Use (“Beta Terms”) constitute an agreement between You and MBUSA and govern Your participation in the Beta Program.

By participating in the Beta Program, You agree to the following (“Required Terms”):

1. These Beta Terms;
2. Any applicable Beta Program Addendum for the specific Beta Products You choose to use;
3. The [MBUSA Terms of Use for Digital Extras](#) (“MBUSA Terms”); and
4. The [Privacy Notice for Mercedes-Benz Digital Extras and Device Services](#) (“Privacy Notice”),

as each may be amended, modified, or updated periodically at MBUSA’s discretion.

In the event of any conflict among the Required Terms, these Beta Terms will control, except that, to the extent a specific Beta Program Addendum expressly addresses a subject matter also addressed in these Beta Terms, the applicable Beta Program Addendum will govern with respect to that conflict, and these Beta Terms will govern in all other respects. If You do not agree to the Required Terms, You are ineligible to participate in the Beta Program. MBUSA may update the Required Terms at any time without notice and Your continued participation after the date on which the Required Terms have changed indicates Your acceptance of the updated Required Terms.

2. ELIGIBILITY

- 2.1. Participant Eligibility. The Beta Program is only available to Mercedes-Benz vehicle owners or lessees residing in the United States who are at least 18 years old. By participating, You certify that You meet these requirements. Participation is voluntary and does not create a legal partnership, agency, or employment relationship between You and MBUSA or its affiliates.
- 2.2. Vehicle Eligibility. Beta Products may have specific system requirements. Vehicles not equipped with the necessary systems are ineligible for certain Beta Products.
- 2.3. Specific Beta Product Requirements. Beta Program Addendums may include additional eligibility criteria.

3. PROGRAM CONDITIONS

Participation in the Beta Program is voluntary, and no compensation or reimbursement will be provided by MBUSA. MBUSA does not provide support or maintenance for Beta Products and may change, remove, deactivate, or discontinue the Beta Program or any Beta Product at any time without notice. MBUSA may choose not to publicly release any Beta Product. Offering any Beta Product does not obligate MBUSA to continue to make that Beta Product, or any similar product or service, available in the future. MBUSA may, in its sole discretion, modify, discontinue, or later charge for any product or service that was previously made available as a Beta Product. Participation in the Beta Program may be terminated by either party at

any time, with immediate effect and without liability. Beta Products may generate inaccurate, unreliable, or offensive responses. MBUSA makes no warranty that responses are complete, accurate, up-to-date, or error-free. Beta Products are provided “as is” and are not subject to service level agreements, support obligations, or warranties. Beta Product responses do not reflect the views of MBUSA. Use of Beta Products is limited to testing and evaluation; commercial use is prohibited. You must not rely on Beta Products for legal, medical, financial, or other professional advice. You are responsible for all actions taken in reliance on any Beta Product. Certain Beta Products may rely on or provide access to third-party services, networks, software, content, or equipment (collectively, “Third-Party Services”). Your access to and use of any Third-Party Services in connection with a Beta Product may be subject to additional terms, conditions, and privacy notices of the applicable third party, which You are responsible for reviewing and complying with. References to, or availability of, Third-Party Services in connection with any Beta Product are for convenience only and do not constitute an endorsement or warranty by MBUSA of such third-party offerings.

4. SECURITY AND ACCEPTABLE USE

You agree not to attempt to gain unauthorized access to MBUSA systems or use Beta Products in any manner that could disrupt, damage, or impair MBUSA’s services, networks, or reputation. You must not use Beta Products for any activity that could harm MBUSA, its affiliates, or other Beta Product users. You may not reverse engineer, decompile, or use Beta Products or outputs to develop competing products or services.

5. EXPORT CONTROL

You agree to comply with all applicable export control and sanctions laws and regulations in connection with Your use of Beta Products. You will not export or re-export Beta Products in violation of such laws.

6. DISCLAIMER AND LIMITATION OF LIABILITY

BETA PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND MAY CONTAIN BUGS OR ERRORS. PERFORMANCE IS NOT GUARANTEED. BETA PRODUCTS MAY NOT BE COMPLETE. USE OF BETA PRODUCTS MAY AFFECT VEHICLE SYSTEMS, EQUIPMENT, SOFTWARE, INFORMATION, OR DATA. MBUSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND BETA PRODUCTS ARE EXPRESSLY EXCLUDED FROM WARRANTY COVERAGE. YOU ASSUME ALL RISKS AND COSTS ASSOCIATED WITH PARTICIPATION IN THE BETA PROGRAM, INCLUDING ANY FEES, FINES, OR COSTS INCURRED, OR ANY DAMAGE TO SYSTEMS, EQUIPMENT, SOFTWARE, INFORMATION, OR DATA.

NO PAYMENT OR COMPENSATION WILL BE MADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE, INCLUDING DAMAGE OR INJURY TO PERSONS OR PROPERTY OR LOSS OF REVENUE. MBUSA EXPRESSLY DISCLAIMS ANY LIABILITY FOR SUCH LOSSES OR DAMAGES.

7. LICENSE GRANT AND RESTRICTIONS

Beta Products are licensed, not sold. Subject to Your compliance with the Required Terms, MBUSA grants You a personal, non-transferable, non-exclusive, non-commercial, revocable, limited license to use Beta Products solely for testing, evaluation, and feedback in connection with the Beta Program. Except for the license(s) granted under the Required Terms, no other rights or permissions to any MBUSA products or services are granted. Except as permitted under the Required Terms, You are not entitled to use the Beta

Products for any other purpose. You are prohibited from reselling, leasing, or generating revenue with any Beta Product. MBUSA owns or possesses all rights, title, and interest in and to the Beta Program and Beta Products, including all associated intellectual property rights. You must not disclose, reproduce, copy, publicly perform, broadcast, distribute, rent, sell, lease, sublicense, assign, modify, create derivative works of, decompile, reverse engineer, disassemble, decrypt, or otherwise attempt to derive the source code of any Beta Products (except as permitted by open-source licensing terms).

8. FEEDBACK

You agree to be contacted by MBUSA or its Affiliates from time to time to solicit feedback (“Feedback”), or to follow-up on Your submitted Feedback, via email, questionnaires, or phone calls, using the Mercedes-Benz app and other methods, including automated methods.

You may provide Feedback, which MBUSA may use for any purpose without compensation. Feedback ownership is assigned to MBUSA. If You cannot assign ownership, You grant MBUSA an exclusive, worldwide, perpetual, royalty-free, irrevocable license to use Your Feedback.

You understand and agree that You must not submit safety-related Feedback through the Beta Program or any feedback form. This includes and is not limited to any Feedback regarding the physical safety of vehicle occupants, the safe operation of the vehicle or vehicle components (e.g., brake functions, etc.), or any emergency situations. If you have any safety-related Feedback, please contact MBUSA at 1-800-FOR-MERC. If the operating safety of Your vehicle is impaired, park the vehicle immediately and safely. Contact a qualified specialist workshop.

9. CONFIDENTIAL INFORMATION

You agree to maintain the confidentiality of and not disclose to any third party any information or materials provided by MBUSA or its affiliates in connection with the Beta Program (“Confidential Information”). This restriction does not apply to information that is publicly available, lawfully known without obligation, received from another lawful source, or independently developed without use of Confidential Information. Your confidentiality obligations survive termination of your participation in the Beta Program.

10. DATA COLLECTION AND USE

By opting in to the Beta Program, You authorize MBUSA and its affiliates to collect data from You and from Your Vehicle as described in the applicable Beta Product Addendum. Data collected through the Beta Product will be retained as long as reasonably necessary to provide Beta Product services and fulfill the purposes described in these Beta Terms, unless a longer retention period is permitted or required by law. MBUSA or its affiliates may use Your data for purposes including, but not limited to, to developing, providing, personalizing Beta Products, and feature development. For more information about our data practices and Your privacy rights, please see the Privacy Notice.

11. ARTIFICIAL INTELLIGENCE (AI) BETA PRODUCT TERMS

- 11.1. AI Service Description and Disclosure. MBUSA may utilize AI technologies, including generative AI, machine learning, and natural language processing, to enhance Beta Products, personalize experiences, and support research and development. We may notify you or otherwise disclose when you are interacting with AI in certain circumstances. Information about AI features and their limitations will be provided before Your first interaction, and AI-generated outputs will be clearly identified where required.

- 11.2. AI Data Collection, Use, and Privacy. By participating, You consent to the collection, processing and use of data, including voice prompts, vehicle usage data, and other interactions, for analytics, product improvement, and AI training purposes, in accordance with the Privacy Notice and applicable laws. Use of AI within Beta Products is guided by our [AI Principles](#). These AI Principles include ethical and legal principles for the development and use of AI. The AI Principles require responsible deployment, explainability, privacy protection as well as security and reliability. When using data for AI training and development, We implement appropriate data minimization techniques to limit the amount of data used to that which is necessary. Where feasible, We will anonymize or pseudonymize data to protect Your privacy.
- 11.3. Voice Beta Products. For Voice Beta Products: Anonymized transcriptions of Your voice prompts may be sent from the MBUSA backend to a third party to generate responses. This process does not collect personally identifying information unless You provide this information in Your voice prompt. A voice-based Beta Product may use Your recent prompts to provide context for subsequent responses. Please review the Privacy Notice to understand Your rights and MBUSA's practices regarding personal information.
- 11.4. External Cameras. Beta Products may use Your vehicle's external cameras as part of their functionality. You are required, to the extent possible, to ensure that You have permission to use Your vehicle's external cameras to capture images or videos of Your surroundings, including personal information and private or restricted locations. Please review the Privacy Notice to understand MBUSA's practices regarding personal information.
- 11.5. Input Responsibilities. You are solely responsible for all data, prompts, instructions, or other content ("Inputs") submitted to the AI Services. By providing Inputs, You represent and warrant that You have all necessary rights, licenses, and permissions, and that such Inputs do not infringe third-party rights or violate any laws. You must not submit Inputs that are illegal, harmful, offensive, or otherwise violate any applicable policy or law. Inputs must not contain personal data unless explicitly permitted, nor may they include content that could result in copyright infringement, privacy violations, or unauthorized use of third-party intellectual property. You are responsible for ensuring that all Inputs are accurate, complete, and compliant with applicable data protection and privacy laws.
- 11.6. Output Responsibilities. MBUSA grants you a non-exclusive, royalty-free license to reproduce, distribute, and use and display the Output specifically and solely as generated in response to your Input, where permitted by law. Outputs may not be unique; similar or identical outputs may be generated for different users due to the nature of generative AI. You must not misrepresent AI-generated outputs as human-generated where such distinction is required. Outputs may not be used to develop, train, or improve competing AI models, except as expressly permitted. You are responsible for ensuring that outputs are not used in any manner that violates laws, infringes third-party rights, or breaches any relevant policies. Outputs are provided "as is" and may contain errors, inaccuracies, or content unsuitable for certain purposes. You are responsible for verifying the accuracy and appropriateness of outputs before relying on them. Where required by law or policy, outputs should be clearly identified as AI-generated. Outputs may inadvertently infringe third-party copyrights or other rights. You are responsible for ensuring that Your use of outputs does not violate any such rights. MBUSA reserves the right to block, blur, or remove outputs deemed objectionable, infringing, or otherwise problematic.
- 11.7. Additional Provisions. MBUSA may maintain logs and metadata for Inputs and Outputs to support traceability and compliance with legal or regulatory requirements. MBUSA reserves

the right to modify, suspend, or discontinue AI Services at any time, with or without notice, as part of the Beta Program.

12. TERM AND TERMINATION

These Beta Terms remain in effect as long as You participate in the Beta Program. You may terminate participation at any time by opting out. MBUSA may terminate Your participation at any time, for any reason, at its sole discretion, and without notice. Upon termination, You must deactivate, cease all use of, and delete any Beta Products and all Confidential Information. MBUSA may remotely purge, remove, or delete any Beta Products from Your vehicle or device. Breach of these Terms may result in immediate termination.

13. GENERAL PROVISIONS

These Beta Terms, together with the Required Terms, constitute the entire agreement between You and MBUSA regarding the Beta Program. If any provision is found invalid or unenforceable, the remaining provisions will remain in effect.