AGREEMENT TERMS AND CONDITIONS (UNITED STATES)

These Agreement Terms and conditions ("Terms and Conditions") shall apply to all United States residents or companies who have entered a Platform Agreement with us and shall be incorporated by reference into such Platform Agreement as they may be amended from time to time.

1.   INTERPRETATION

1.1   **Definitions**.

Authorised Users means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in section 3.2.

AMBA Super User means an Authorised User who has been nominated by the Customer to be a super user required to provide first-line support to Authorized Users, as further described in AMBA's Support Services Policy.

Billing Period means the period covered by each payment of the Subscription Fees under article 12, which may be monthly or such other time period as is set out in the Agreement Details, with the first Billing Period beginning on the Service Commencement Date.

Business Associate Agreement ("BAA") means the agreement executed between the parties that pursuant to the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and 164 ("HIPAA Rules"). A reference in the BAA to a section in the HIPAA Rules means the section in effect or as amended.

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business and/or a United States national holiday.

Charges means all fees and other amounts payable by the Customer to AMBA under this Agreement.

Confidential Information means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in sections 14.5 or 14.6

Consent means the consent given by or on behalf of a VIP in relation to the processing of that VIP's Personal Data, as provided for in the DPA.

Customer Data means the data input by the Customer, Authorised Users, or AMBA on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services (including Personal Data and personal health information (PHI) relating to VIPs, the processing of which is governed by the DPA and BAA as applicable).

Customer Service Provision means the provision of social care, health-related care, assisted-living support, supported self-care or other support or services by the Customer to VIPs.

Data Claims means any claims arising from a Party's breach of Section 14 (Confidentiality), the DPA, or the BAA.

Data Processing Agreement ("DPA") means the Data Processing Agreement entered into (or to be entered into) between AMBA and the Customer governing the sharing and processing of personal data by and between the parties, including and any other exhibits or schedules contained in the DPA, and the Business Associate Agreement (BAA).

Delivery means the transfer of physical possession of the Sensors to the Customer at the VIP Location.

Delivery Date means the estimated date of Delivery as set out in the Agreement Details or Order, as applicable.

DPA means the Data Processing Agreement entered into (or to be entered into) between AMBA and the Customer governing the sharing and processing of personal data by and between the parties, including and any other exhibits or schedules contained in the DPA, and the Business Associate Agreement (BAA).

Documentation means the description of the Services set out in the Platform Agreement.

Effective Date means the Service Commencement Date of this Agreement.

Family Member means a member of a VIP's family or other nominated person connected to the VIP who is authorised, under the terms of this Agreement, to have access to the relevant VIP Dashboard.

Initial Subscription Term means the initial term of this Agreement as set out in the Agreement Details.

Normal Business Hours means 9.00 am to 5.00 pm local time at the Customer's principal place of business, each Business Day.

OEM means a third-party manufacturer or supplier of Sensors which provides, in addition to the sensor device itself, online services to track and process data reported by that sensor.

Order means the Customer's written acceptance of AMBA's quotation.

Personal Data means data relating to an individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller (as defined under applicable data protection laws)

Platform means the platform provided by AMBA through which AMBA provides the Services, and which (as at the Effective Date) is accessed via https://us.amba.app.

Proposal means AMBA's written proposal to the Customer setting out the scope of the Services and other relevant matters.

Renewal Period means the period described in section 17.1.

Sensor means a monitoring device (or other smart equipment capable of transmitting data) leased from AMBA, sold by AMBA (acting as a reseller for the relevant OEM), or sold by an OEM, as applicable, and used (for the purposes of this Agreement) in a relevant VIP Location for, variously, the measurement of a person's sleep, nutrition, medication compliance, activity, certain physiological metrics, safety, household activity or other matters relevant to the care of the VIP.

Sensor Account means the account linked to a given Sensor and data deriving from it on any platform or app provided by the relevant OEM to users of the Sensor, which may require the user or other authorised person to accept certain OEM terms governing the operation of that account.

Service Commencement Date is the date so described in the Agreement Details.

Services means the subscription services provided by AMBA to the Customer under this Agreement via the Platform, as more particularly described in the Documentation.

Software means the online software applications provided by AMBA as part of the Services.

Subscription Fees means the subscription fees payable by the Customer to AMBA for the VIP Subscriptions, as set out in the Agreement Details.

Subscription Term has the meaning given in section 17.1 (being either the Initial Subscription Term or a subsequent Renewal Period, as applicable at the relevant time).

Support Services Policy means AMBA's policy for providing support in relation to the Services as made available at https://www.amba.co/en-us/trust-center or such other website address as may be notified to the Customer from time to time.

Transition Period means the period between the Effective Date and the Service Commencement Date.

VIP Dashboard means the sub-account within the Platform that contains data relating to one single relevant VIP, whether presented by means of graphs, reports, alerts or otherwise.

VIP Location means the residence of the VIP, and which may be the VIP's own home, a retirement community, assisted-living community or other residential or care setting.

VIP Subscriptions means the VIP Subscriptions purchased by the Customer pursuant to section 12.1 which entitle the Customer to access and use the Services in respect of a relevant VIP in accordance with this Agreement.

VIP means a "vulnerable independent person", being an individual living in a VIP Location and who receives Customer Service Provision from the Customer.

Virus means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 **Interpretation:**

    (a)   Section headings shall not affect the interpretation of this Agreement.

    (b)   A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

    (c)   A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

    (d)   Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

    (e)   Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

    (f)   A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

    (g)   A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

    (h)   A reference to a writing or written communications includes e-mail communications but not facsimile communications.

    (i)   Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall not limit the sense or meaning of the words preceding those terms.

1.3 **Amendment**. The most current version of these Terms and Conditions will be posted on the AMBA website. When changes are made, AMBA will make a new copy of these Terms and Conditions available on its website and will also update the "Last Updated" date at the top of these Terms and Conditions. Any changes to these Terms and Conditions will be effective immediately for parties entering new Platform Agreements and for all other users will be effective thirty (30) days after posting notice of such changes. Amba may require express consent to the updated Terms and Conditions in a specified manner before further use of the Services is permitted. Absent a request

for express consent, continued use of the Services shall constitute acceptance of any such change(s).

2. VIP SUBSCRIPTIONS

2.1   The number of VIP Subscriptions allotted for the Initial Subscription Term is set out in the Agreement Details (and, regarding the number of VIP Subscriptions allotted for any Renewal Term under section 17.1, shall be as agreed in writing for that Renewal Term).

2.2   Subject to sections 2.3 and 2.4, the Customer may, from time to time during any Subscription Term, purchase additional VIP Subscriptions in excess of the number set out in the Agreement Details for that Subscription Term and AMBA shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.

2.3   If the Customer wishes to purchase additional VIP Subscriptions, the Customer shall notify AMBA in writing. AMBA shall evaluate such request for additional VIP Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where AMBA approves the request, AMBA shall activate the additional VIP Subscriptions (including the provision of Services in relation to those additional VIP Subscriptions) within ten (10) days of confirmation that those actions set out in section 4.2 relevant to the new VIP Subscriptions have been completed.

2.4   If AMBA approves the Customer's request to purchase additional VIP Subscriptions, the Customer shall, within thirty (30) days of the date of AMBA's invoice, pay to AMBA the relevant fees for such additional VIP Subscriptions as set out in the Agreement Details and, if such additional VIP Subscriptions are purchased by the Customer part way through a Billing Period, such fees shall be pro-rated from the date of activation by AMBA for the remainder of that Billing Period.

2.5   The Customer may from time to time reallocate a VIP Subscription from one VIP to another VIP. In that case, AMBA will discontinue the provision of Services in relation to the first VIP and provide relevant Services in respect of the second VIP. Before such reallocation takes place, all relevant matters under section 4.2 (as applicable to the second VIP) must have been completed. Both parties shall co-operate, as reasonably necessary, in the reallocation of VIP Subscriptions under this section 2.5. Regarding Subscription Fees for VIP Subscriptions under this section 2.5, any part-month relating to the provision of Services to the first VIP and/or the second VIP shall be chargeable as if it was a full month (provided that only one month's fee shall be charged in respect of the same VIP Subscription for the same month). AMBA may charge the Customer an administration fee for the reallocation of VIP Subscriptions, as set out in the Agreement Details.

2.6   The Customer acknowledges that a VIP Subscription can only operate in relation to a single VIP at any one time, and accordingly the Customer undertakes that:

(a)   it will not allow any VIP Subscription to be used concurrently in relation to more than one individual VIP under any circumstances, nor to be used sequentially in

relation to different VIPs unless it has been reallocated in its entirety to another individual VIP in accordance with this Agreement, in which case AMBA will no longer provide the Services in relation to the first VIP from the date of reallocation (except for any archiving or legacy services comprised within the Services);

(b)   it will not allow any Sensors linked to a given VIP to be used for another VIP, without AMBA's prior written consent; and

(c)   it shall maintain a written, up-to-date list of current VIPs covered by a VIP Subscription and provide such list to AMBA within five (5) Business Days of AMBA's written request at any time or times.

3.   AUTHORISED USERS AND USE OF THE PLATFORM

3.1   Subject to the Customer purchasing the VIP Subscriptions in accordance with sections 2.4 and 12.1, the restrictions set out in this section 3 and the other terms and conditions of this Agreement, AMBA hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the purposes of Customer Service Provision by the Customer and as necessary for the operation of this Agreement.

3.2   The Customer may set up any number of Authorised Users (without impact on the Subscription Fees, which are governed by the number of VIP Subscriptions), provided however that the Customer shall only set up as Authorised Users those persons who reasonably have a need to access the Platform for the purposes of Customer Service Provision to relevant VIPs or in connection with the operation of this Agreement.

3.3   In relation to the Authorised Users, the Customer undertakes that:

(a)   it will not allow any account linked to an Authorised User to be used other than by the individual to which that account was allocated;

(b)   each Authorised User shall keep a secure password for their use of the Services and Documentation and that such password shall be changed no less frequently than every six months or: (i) as and when the Authorised User receives a password change prompt from the Platform (as well as on notification from the Customer's IT security systems advising a password change); or (b) if there is any reason to believe that such password has been communicated to any third party, and that each Authorised User shall keep their password confidential; and

(c)   it shall maintain a written, up-to-date list of current Authorised Users and provide such list to AMBA within five (5) Business Days of AMBA's written request at any time or times.

3.4   AMBA may, at the request of the Customer, permit Family Members to access the VIP Dashboard of a relevant VIP. In that case, any such access is conditional on such conditions as AMBA may impose, including as applicable appropriate evidence of identity, VIP consent and/or authority of a Family Member to act on behalf of the VIP,

and the acceptance by Family Members of terms of use applicable to access to the VIP Dashboard.

3.5 The Customer shall permit AMBA or AMBA's designated auditor to audit the Services, or use AMBA's requested software reporting, to verify that the Customer's use of the Services does not exceed the number of VIP Subscriptions purchased by the Customer. Each such audit may be conducted no more than once per year, at AMBA's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business. If any such audit reveals that the Customer has underpaid Subscription Fees to AMBA, then without prejudice to AMBA's other rights, the Customer shall pay to AMBA an amount equal to such underpayment as calculated in accordance with the prices set out in the Agreement Details within ten (10) Business Days of the date of the relevant audit.

3.6 During the course of its use of the Services the Customer shall not access, store, distribute or transmit any Viruses, or any material that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on age, race, gender, colour, national origin. physical appearance, religious belief, sexual orientation, disability; or

(f) is otherwise illegal or causes damage or injury to any person or property;

and AMBA reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this section.

3.7 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties (other than Customer Service Provision to VIPs); or

(d) subject to section 24.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this article 3; or

(f) introduce, or permit the introduction of, any Virus into AMBA's network and information systems.

3.8 The Customer shall use best efforts to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify AMBA.

3.9 The rights provided under this article 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4. TRANSITION PERIOD AND SET-UP

4.1 Promptly after the Effective Date, the Parties will meet to discuss the implementation of the Services, including:

(a) the execution of the DPA and the Business Associate Agreement(if still outstanding after the Effective Date);

(b) subject to the execution of the DPA and the Business Associate Agreement:

(i) the requirements of the VIPs and the characteristics of relevant VIP Locations, and the nature and number of Sensors to be used for each VIP;
(ii) the selection, supply by AMBA or the procurement from an OEM, as applicable, and installation of Sensors;
(iii) the securing of relevant Consents;
(iv) the administration of Sensor Accounts; and

(c) any other preparatory matters set out in the Proposal.

4.2 The Customer acknowledges that the Services cannot commence (in whole or in part) until:

(a) the DPA and Business Associate Agreement have been executed by both Parties;

(b)   all applicable Consents (and any ancillary documents or policies) have been secured or provided in accordance with the DPA and Business Associate Agreement;

(c)   Sensors have either been rented or purchased from AMBA, or procured by the Customer from an OEM, and installed by AMBA and relevant Sensor Accounts have been set up, in accordance with Article 5 below;

(d)   any mandatory training provided by AMBA has been completed by the Customer and its Authorised Users; and

(e)   any other set-up actions set out in the Proposal have been implemented.

5.   SENSORS AND SENSOR ACCOUNTS

5.1   The Customer is responsible, at its own cost, for:

(a)   the securing and documentation of all relevant Consents;

(b)   the procurement of Sensors if the Customer has chosen to purchase the Sensors from the relevant OEM as set out in the Agreement Details;

(c)   providing AMBA or its authorised representative access to the VIP Location to enable AMBA to comply with its obligations under section 5.2;

(d)   the setting up of Sensor Accounts where the Customer has purchased the Sensors from an OEM (which may, as applicable, be by the Customer on its own account, by a VIP or by a person authorised to act on the VIP's behalf), including the agreement of any terms between the Customer and/or the VIP and the relevant OEM relating to such Sensor Accounts; and

(e)   the giving or securing of any consents, permissions or information necessary to allow AMBA to link data from the relevant Sensor Account to the Platform.

5.2   AMBA shall:

(a)   procure Sensors if the Customer has chosen to rent or purchase Sensors from AMBA as indicated in the Agreement Details in which case the Sensor Rental Terms and Conditions or the Sensor Purchase Terms and Conditions shall apply;

(b)   provide configuration services to the Customer, as set out in the Proposal;

(c)   unless otherwise agreed by the Parties or indicated in the Agreement Details or an Order, install the Sensors in the relevant VIP Location; and

(d)   provide the Customer with training services, as set out in the Proposal.

6.   SERVICES

6.1   AMBA shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer subject to the terms of this Agreement.

6.2   AMBA shall use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for:

(a)   planned maintenance carried out during any maintenance windows set out in the Documentation; and

(b)   unscheduled maintenance, provided that AMBA has used commercially reasonable efforts to give the Customer at least six (6) Normal Business Hours' notice in advance

(c)   emergency maintenance, in the event of a serious exigency that requires immediate attention, which unavailability shall be reduced to the minimum reasonable time.

6.3   The Customer acknowledges that its AMBA Super Users are solely responsible for providing first-line support to the Authorised Users and the Customer shall comply with, and shall procure that each AMBA Super User complies with, AMBA's Support Services Policy when providing such first-line support. AMBA will, as part of the Services and at no additional cost to the Customer, provide the Customer with AMBA's standard (second-line) support to the AMBA Super Users during Normal Business Hours in accordance with AMBA's Support Services Policy in effect at the time that the Services are provided. AMBA may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at AMBA's then current rates.

7.   NATURE OF THE SERVICES

7.1   The Services provided by AMBA are intended to assist a care provider through the collection and reporting of certain health-related, wellbeing, activity and safety data in relation to a VIP. The Services are not intended to replace or reduce any care services provided by the Customer (where applicable), nor are the Services intended to be used by any person to prevent, treat, monitor, alleviate or diagnose disease, injury or handicap or similar functions, notwithstanding that the Customer may, on receipt of data provided by the Services, elect to investigate the health of a VIP or to modify its approach towards the care of that VIP. The Customer acknowledges and agrees that:

(a)   AMBA does not provide health, medical or social care advice or services and that the Customer is, and remains at all times, fully responsible towards the VIP for any care services provided by it to the VIP; and

(b)   notwithstanding any marketing material or other communications provided to the Customer (whether by AMBA or a third party), the Services provided by AMBA are not a medical device.

8.   DATA PROTECTION

As between the parties, Customer and its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of Customer's use of the Platform, Services, and Software. Subject to the terms of this Agreement, Customer hereby grants to

AMBA a non-exclusive, worldwide, royalty-free right and license to process the Customer Data to provide the Platform, Services, and Software and perform all related obligations due to Customer under this Agreement, or as may be required by law. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant these rights to AMBA under the Agreement. If Customer is subject to the US Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), Customer may not upload Protected Health Information ("PHI") as defined by HIPAA, unless Customer has entered into a Business Associate Agreement with AMBA, which will govern the parties' respective obligations with respect to any PHI uploaded by Customer into the Platform, Services, or Software ("BAA").

Each party will comply with all laws (whether of the United Kingdom (UK), United States (US), or any other relevant jurisdiction) relating to the use, protection and privacy of personal data and Personal Health Information (PHI) (including the privacy of electronic communications) applicable from time to time. This general obligation is without prejudice to the parties' rights and obligations under the DPA which forms a part of this Agreement.

9. THIRD PARTY PROVIDERS

9.1   The Customer acknowledges that the Services will enable or assist it to access the content of, correspond with, and purchase products and services from, third parties (including OEMs) via third-party websites and/or platforms and that it does so solely at its own risk. AMBA makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website and/or platform, or any transactions completed, and any contract entered into by the Customer (or by or on behalf of a VIP), with any such third party. Any contract entered into and any transaction completed via any third-party website and/or platform is between the Customer (or VIP) and the relevant third party, and not AMBA. AMBA recommends that the Customer refers to (and advises a VIP to refer to) the third party's website and/or platform terms and conditions and privacy policy prior to using the relevant third-party website and/or platform. AMBA does not endorse or approve any third-party website and/or platform nor the content of any of the third-party websites and/or platform made available via the Services.

9.2   Notwithstanding the above, AMBA will provide to the Customer reasonable information and assistance concerning Sensors that are compatible with the Platform and information about the use of Sensor Accounts.

10. AMBA'S OBLIGATIONS

10.1   AMBA undertakes that the Services will be performed substantially in accordance with the Documentation and with commercially reasonable skill and care.

10.2   The undertaking at section 10.1 shall not apply to the extent of any non-conformance which is caused by:

(a)   use of the Services contrary to AMBA's instructions;

(b)   modification or alteration of the Services by any party other than AMBA or AMBA's duly authorised contractors or agents;

(c)   the failure of Sensors if the Sensors have been purchased from an OEM, the failure of Sensors if the Sensors have been rented or purchased from AMBA where such failure is caused by the Customer or a VIP, or their removal or disabling in a VIP Location;

(d)   the failure of any OEM platform responsible to managing Sensor data under a Sensor Account, or the disabling of a Sensor Account;

(e)   failure of third-party services relevant to the Services, including data services, hardware failures and infrastructure provider failures; or

(f)   power outages or network connectivity failures.

If the Services do not conform with the foregoing undertaking, AMBA will, at its expense, use commercially reasonable efforts to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in section 10.1.

10.3   Warranty Disclaimer. AMBA:

(a)   does not represent or warrant that:

(i)   the Customer's use of the Services will be uninterrupted or error-free; or
(ii)   that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
(iii) that the Services, Documentation and/or the information obtained by the Customer through the Services will prevent death, bodily harm, personal injury, or any other injury or damage to Authorised Users, VIPs, or any others who use the Service.

(b)   is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Customer acknowledges that the Services may rely in whole or in part upon the availability of cellular, fiber, or other communications network coverage to operate properly as well as the availability of satellite Global Positioning System (GPS) network data, any or all of which are provided by third parties that are not controlled by AMBA. Customer understands that the Services do not provide property protection, and are not intended to provide police or emergency response for burglary, intrusion, or similar events.

(c)   **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AMBA DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED,**

STATUTORY OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10.4   This Agreement shall not prevent AMBA from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

10.5   AMBA warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

10.6   AMBA shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy available at https://www.amba.co/en-us/trust-center, as such document may be amended by AMBA in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against AMBA shall be for AMBA to use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by AMBA in accordance with the archiving procedure described in its Back-Up Policy. AMBA shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by AMBA to perform services related to Customer Data maintenance and back-up, for which it shall remain fully liable).

11.   CUSTOMER'S OBLIGATIONS

11.1   The Customer shall:

(a)   provide AMBA with:

(i)   all necessary co-operation in relation to this Agreement; and

(ii)   all necessary access to such information as may be required by AMBA;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b)   without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c)   carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, AMBA may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d)   ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

(e) Customer agrees to obtain an appropriate commercial general liability insurance policy written on an occurrence form and covering bodily injury, property damage, products and completed operations, personal injury, advertising injury and contractual liabilities arising out of all Authorised Users' use of the Platform, Sensors, Services, Software, and Documentation with minimum limits of USD$1,000,000 per occurrence and USD$5,000,000 annual aggregate (which limits may be met using an combination of primary and umbrella/excess policies). The Policy shall include AMBA as an additional insured with respect to any acts, omissions or operations of Customer arising in whole or in part in connection with the Services, and Customer shall provide AMBA with a Certificate of Insurance showing evidence of same upon AMBA's request.

(f) obtain and shall maintain all necessary licences, consents, and permissions necessary for AMBA, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(g) ensure that its network and systems comply with the relevant specifications provided by AMBA from time to time; and

(h) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to AMBA's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

11.2 The Customer agrees that AMBA may use the Customer Data for internal business purposes, including but not limited to statistical and analytical purposes, machine learning and algorithm training purposes, and to improve and develop the Services and Software, as well as new services and software

11.3 To the extent that Customer provides to AMBA any ideas, suggestions, or recommendations regarding AMBA's products or services ("Feedback") during the performance of the Platform Agreement, AMBA shall have the right to retain, use and incorporate Feedback in its products and/or Services during and after the Term, without payment of royalties or other consideration to Customer, and Customer hereby grants a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Feedback without any right to compensation or other obligation from Amba.

12. CHARGES AND PAYMENT

12.1 The Customer shall pay the Subscription Fees to AMBA for the VIP Subscriptions in accordance with this article 12 and the Agreement Details and where applicable the support fees in accordance with section 6.3 and the Agreement Details.

12.2 The Customer shall before the Service Commencement Date provide to AMBA valid, up-to-date and complete credit card details or approved purchase order information

acceptable to AMBA and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

(a) its credit card details to AMBA, the Customer hereby authorises AMBA to bill such credit card:

    (i) on the Service Commencement Date for the Subscription Fees payable in respect of the first Billing Period of the Initial Subscription Term and thereafter in advance on or around the first day of the relevant Billing Period, in respect of the Subscription Fees due for that Billing Period; and

    (ii) subject to section 17.1, on each anniversary of the Service Commencement Date for the Subscription Fees payable in respect of the first Billing Period of the next Renewal Period and thereafter on or around the first day of the relevant Billing Period, in respect of the Subscription Fees due for that Billing Period;

(b) its approved purchase order information to AMBA, AMBA shall invoice the Customer:

    (i) on the Service Commencement Date for the Subscription Fees payable in respect of the first Billing Period of the Initial Subscription Term and thereafter in advance on or around the first day of the relevant Billing Period, in respect of the Subscription Fees due for that Billing Period; and

    (ii) subject to section 17.1, on each anniversary of the Service Commencement Date for the Subscription Fees payable in respect of the first Billing Period of the next Renewal Period and thereafter in advance on or around the first day of the relevant Billing Period, in respect of the Subscription Fees due for that Billing Period,

and the Customer shall pay each invoice within thirty (30) days after the date of such invoice.

12.3 All other Charges payable under this Agreement (not including the Subscription Fees payable under section 12.2) shall be invoiced by AMBA as set out in the Agreement Details as incurred by the Customer from time to time.

12.4 If AMBA has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of AMBA:

(a) AMBA may (provided it gives the Customer written notice of its right to do so in the case of late payment, and the Customer has not made the relevant payment within ten (10) Business Days of the date of that notice), without liability to the Customer, disable the Customer's passwords, accounts and access to all or part of the Services and AMBA shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current federal prime rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgement.

12.5   All amounts and fees stated or referred to in this Agreement:

(a)   shall be payable in US dollars;

(b)   are, subject to section 16.3(b), non-cancellable and non-refundable; and

(c)   do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). Customer agrees to pay applicable direct or indirect Taxes associated with its purchases hereunder, which, to the extent AMBA is legally required to collect the same, will be itemized on the AMBA invoice. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer agrees to pay AMBA the full amount of any Fees due. If AMBA has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced and paid by the Customer, unless, prior to the invoice date, the Customer provides AMBA with a valid tax exemption certificate authorized by the appropriate taxing authority. Any Taxes shall be added to AMBA's invoice(s) at the appropriate rate(s).

12.6   The Subscription Fees become payable from the Service Commencement Date even if the necessary Customer actions to enable Service delivery (including those under sections 4.2 and 5.1) have not been completed before that date such that Service delivery is restricted or delayed (provided that, to the extent that the delivery of the Services from the Service Commencement Date is limited or delayed as a result of delays caused by AMBA, AMBA shall reduce the Subscription Fees pro rata according to the extent of the delay, and such reduction shall be the Customer's sole remedy for such delay).

12.7   AMBA shall be entitled to increase the Charges at the start of each Renewal Period upon thirty (30) days' prior written notice to the Customer and the Agreement Details shall be deemed to have been amended accordingly. Where the Customer does not accept an increase to the Charges under this section 12.7, the Customer may (notwithstanding section 17.1(a)) give notice to AMBA to terminate the Agreement at the end of the current Subscription Term.

13.   PROPRIETARY RIGHTS

13.1   The Customer acknowledges and agrees that AMBA and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

13.2   AMBA confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

14.   CONFIDENTIALITY

14.1   Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(a)   is or becomes publicly known other than through any act or omission of the receiving party;

(b)   was in the other party's lawful possession before the disclosure;

(c)   is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d)   is independently developed by the receiving party, which independent development can be shown by written evidence.

14.2   Subject to section 14.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

14.3   Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

14.4   A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this section 14.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

14.5   The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute AMBA's Confidential Information.

14.6   AMBA acknowledges that the Customer Data is the Confidential Information of the Customer.

14.7   AMBA may (unless the Customer requests otherwise in writing) refer to the Customer by name as being a customer of AMBA, on AMBA's website or in other materials. Except for such reference by AMBA, neither party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14.8   The above provisions of this article 14 shall survive termination of this Agreement, however arising.

14.9   The provisions of this article 14 are without prejudice to the rights and obligations of the parties under the DPA in relation to personal data (as defined therein).

15.   INDEMNITY

15.1   The Customer shall defend, indemnify and hold harmless AMBA, its officers, directors, employees, sub-contractors, and agents, against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation or any claims of misuse of Confidential Information or Personal Data, provided that:

(a)   the Customer is given prompt written notice of any such claim;

(b)   AMBA provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c)   the Customer is given sole authority to defend or settle the claim.

15.2   AMBA shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this Agreement infringes any third party United States patent effective as of the Effective Date, copyright, trade mark, database right, and shall indemnify the Customer for any amounts awarded against the Customer in judgement or settlement of such claims, provided that:

(a)   AMBA is given prompt written notice of any such claim;

(b)   the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to AMBA in the defense and settlement of such claim, at AMBA's expense; and

(c)   AMBA is given sole authority to defend or settle the claim.

15.3   In the defense or settlement of any claim, AMBA may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on thirty (30) days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

15.4   In no event shall AMBA, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a)   a modification of the Services or Documentation by anyone other than AMBA; or

(b)   the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by AMBA; or

(c)   the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from AMBA or any appropriate authority.

15.5   The foregoing and section 16.3(b) states the Customer's sole and exclusive rights and remedies, and AMBA's (including AMBA's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right.

16.   LIMITATION OF LIABILITY

16.1   Except as expressly and specifically provided in this Agreement:

(a)   the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use (including where the results obtained from the use of the Services and the Documentation by the Customer were incorrect due irrespective of whether a Sensor is malfunctioning or not). AMBA shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to AMBA by the Customer or by any OEM (through a Sensor Account) in connection with the Services, or any actions taken by AMBA at the Customer's direction;

(b)   ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT AND AMBA DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT;

(c)   AMBA shall not be liable for any loss or damage to the extent caused by any of the circumstances stated in section 10.2; and

(d)   the Services and the Documentation are provided to the Customer on an "as is" basis.

16.2   Except for the indemnity provided for in section 15.1, the liability of each party to the other party for breach of the Data Protection Legislation (as defined in the DPA) (whether such breach occurs in relation to this Agreement including article 8 of these Agreement Terms and Conditions, the BAA, or the DPA) or the DPA itself (each being a **DP Breach**) shall be subject to the provisions of the this Agreement. Neither party shall attempt to claim against the other party for a DP Breach under this Agreement (including where so doing would circumvent any limitations of liability agreed in the DPA) but shall only claim against the other in respect of a DP Breach under the DPA. Each party (**First Party**) shall indemnify the other party (**Second Party**) against any costs or losses arising out of the First Party's breach of the foregoing obligations in this section 16.2. AMBA shall not be responsible for any Data Claims or any loss, damage, or any accidental, unauthorized, or improper disclosure of Customer Data caused by Customer. In all events, AMBA's total aggregate liability to Customer for Data Claims or any DP Breach as defined above shall not exceed 200% of the total Subscription Fees paid for the VIP Subscriptions during the 12 months immediately preceding the date on which the claim arose or, where such claim arose during the first 12 months of

the Platform Agreement, an amount calculated as 12 months' Subscription Fees based on the number of VIP Subscriptions active at that time.

16.3   Subject to sections 16.1 and 16.2

(a)   SUBJECT TO APPLICABLE LAW AND NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, AMBA SHALL NOT BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS AGREEMENT;

(b)   AMBA's total aggregate liability in contract (including in respect of the indemnity at section 15.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement (other than the Sensor Rental Terms and Conditions and the Sensor Purchase Terms and Conditions) shall be limited to 100% of the total Subscription Fees paid for the VIP Subscriptions during the 12 months immediately preceding the date on which the claim arose or, where such claim arose during the first 12 months of this Agreement, an amount calculated as 12 months' Subscription Fees based on the number of VIP Subscriptions active at that time;

(c)   AMBA's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of:

(i)   the Sensor Rental Terms and Conditions shall be limited to 100% of the Rental Payments paid for the Sensors during the 12 months immediately preceding the date on which the claim arose or, where such claim arose during the first 12 months of this Agreement, an amount calculated as 12 months' Rental Payments based on the number of Sensors active at that time; or

(ii)   the Sensor Purchase Terms and Conditions shall be limited to 100% of the purchase price paid for the Sensors during the 12 months immediately preceding the date on which the claim arose.

(d)   Nothing in this Agreement excludes or limits the liability of the Customer for any breach, infringement or misappropriation of AMBA's Intellectual Property Rights.

17.   TERM AND TERMINATION

17.1   This Agreement shall, unless otherwise terminated as provided in this article 17, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods

of twelve (12) months (each a **Renewal Period**) with such number of VIP Subscriptions as the parties may agree for that Renewal Period, unless:

(a)   either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b)   otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall (as at any relevant time) constitute the Subscription Term.

17.2   Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a)   the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

(b)   the other party commits a material breach of any other term of this Agreement or the DPA and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

(c)   the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts ;

(d)   the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors;

(e)   the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(f)   the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

17.3   Either party may suspend or terminate this Agreement, if entitled to do so under the DPA, in accordance with the relevant terms of the DPA.

17.4   On termination of this Agreement for any reason:

(a)   all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

(b)   each party shall promptly return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c)   AMBA may destroy or otherwise dispose of any of the Customer Data in its possession unless AMBA receives, no later than 30 days after the effective date

of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. AMBA shall use commercially reasonable efforts to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by AMBA in returning or disposing of Customer Data;

(d) the retention or deletion of personal data (as defined in the DPA) shall be as set out in the DPA; and

(e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

18. FORCE MAJEURE

AMBA shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of AMBA or any other party), failure of a utility service or transport or internet or other telecommunications network, act of God, acts of terror, war, riot, civil commotion, malicious damage, pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, or acts undertaken by third parties not under AMBA's control, including, without limitation, denial of service attacks ("Force Majeure Event") provided that the Customer is notified of such a Force Majeure Event.

19. VARIATION

No variation or modification of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. SEVERANCE

22.1   If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

22.2   If any provision or part-provision of this Agreement is deemed deleted under section 22.1 the parties shall negotiate in good faith to agree to a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. ENTIRE AGREEMENT

23.1   This Agreement (including these Terms and Conditions, the DPA, the Business Associate Agreement, the Sensor Rental Terms and Conditions, the Sensor Purchase Terms and Conditions, the OEM Purchase Terms (as applicable) and any Orders made under it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. This section 23.1 is without prejudice to the operation of the DPA (whether the DPA is entered into before, on or after the Effective Date), nor to the operation of any confidentiality agreement between the parties that is expressed to continue in force after the Effective Date.

23.2   Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

23.3   Each party confirms that it was represented by counsel and entered this agreement at arms length after negotiation with full opportunity for diligence.

24. ASSIGNMENT

24.1   The Customer shall not, without the prior written consent of AMBA, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement and any such purported assignment shall be void.

24.2   AMBA may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

25. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26. NO THIRD PARTY BENEFICIARY

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. COUNTERPARTS

27.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27.2 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

28. NOTICES

28.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand, sent by registered mail or private courier service with proof of delivery with a courtesy copy by email to the other party at its address set out in the Agreement Details, or such other address as may have been notified by that party for such purposes.

28.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9:00 a.m. UK time on the first Business Day following delivery). A correctly addressed notice sent by mail or courier shall be deemed to have been received at the time at which it would have been delivered in the normal course.

29. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws of the State of New York without giving effect to its conflict of laws rules that would result in the application of another jurisdiction. Non-contractual obligations (if any) arising out of or in connection with this Agreement (including its formation) shall also be governed by the laws of the State of New York.

30. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, will be settled and determined by final and binding arbitration before the American Arbitration Association ("AAA") in New York, New York. The arbitration will be conducted by a single arbitrator in New York, New York and administered by the AAA pursuant to its then existing commercial arbitration rules and procedures. The arbitrator shall have the power to award any and all types of relief, legal or equitable, including, without limitation, injunctive or declaratory relief. The award rendered by the arbitrator shall be final, and judgment on any arbitration award may be entered by any court of competent jurisdiction. This section will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

31.   SURVIVAL

Sections 1. (Interpretation), 10.3. (Warranty Disclaimer), 12. (Charges and Payment), 13. (Proprietary Rights), 14. (Confidentiality), 15. (Indemnity), 16 (Limitation of Liability), 17 (Term and Termination), 23. (Entire Agreement), 28. (Notices), 29. (Governing Law), 30. (Dispute Resolution), and 31 (Survival) will survive any termination of the Agreement Terms and Conditions. Termination of this Agreement will not limit either party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

Exhibit A to AMBA Platform Agreement

Data Processing Agreement

This Data Processing Agreement ("DPA") is incorporated into Amba Health and Care USA Corporation's Platform Agreement and is entered into by and between:

AMBA HEALTH AND CARE USA CORPORATION, a Delaware corporation having a principal place of business is at [address of principal offices], a wholly owned subsidiary of AMBA Health and Care Limited, incorporated and registered in England and Wales with company number 12608913 whose registered office is at 71-75 Shelton Street, London WCH 9JQ ("**AMBA**" or "**Processor**")

And the Customer as defined in the Platform Agreement ("**Customer" or "Controller**")

Processor and Controller are individually referred to as "**Party**" and collectively as "**Parties**".

The Parties entered into a **Platform Agreement ("Agreement")** which requires that the Processor accesses and Processes Personal Data. This Agreement together with its exhibits (including Exhibits A – C, "the **Data Processing Agreement/DPA**") specify the obligations of the Parties when AMBA is acting as Processor.

1.   Scope of Contract and Distribution of Responsibilities

1..1 The Parties agree that, for Processing Personal Data, the Parties shall be Controller and Processor.

1.2 Processor shall Process Personal Data only on behalf of Controller and at all times only in accordance with this Data Processing Agreement.

1.3 Within the scope of the Service Agreement, each Party shall be responsible for complying with its respective obligations as Controller and Processor under Data Protection Laws.

2.   Processing Instructions

2..1 Processor will Process Personal Data in accordance with Controller's instructions. This Data Processing Agreement contains Controller's initial instructions to Processor. The Parties agree that Controller may communicate any change in its initial instructions to the Processor by way of written notification to the Processor and that Processor shall abide by such instructions. The Processor shall maintain a secure, complete, accurate and up to date record of all such individual instructions.

2.2 For the avoidance of doubt, any instructions that would lead to processing outside the scope of this Data Processing Agreement (e.g. because a new Processing purpose is introduced) will require a prior agreement between the Parties and, where applicable, shall be subject to the contract change procedure under the Agreement.

2.3 Where instructed by Controller, Processor shall correct, delete or block Personal Data.

2.4 Processor shall promptly inform the Controller in writing if, in Processor's opinion, an instruction infringes Data Protection Laws and provide an explanation of the reasons for its opinion in writing.

2.5 Processor shall not be liable for any DP Losses arising from or in connection with any processing made in accordance with Controller's instructions following Controller's receipt of any information provided by Processor in this Section 2.

3. Processor Personnel

Processor will restrict its personnel from Processing Personal Data without authorization. Processor will impose appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

4. Disclosure to Third Parties; Data Subjects Rights

4.1 Processor will not disclose Personal Data to any third party (including any government agency, court, or law enforcement) except as set forth in this Data Processing Agreement or with written consent from Controller or as necessary to comply with applicable mandatory laws. If Processor is obliged to disclose Personal Data to a law enforcement agency or third party, Processor agrees to give Controller reasonable notice of the access request prior to granting such access, to allow Controller to seek a protective order or other appropriate remedy. If such notice is legally prohibited, Processor will take commercially reasonable measures to protect the Personal Data from undue disclosure as if it were Processor's own confidential information being requested and shall inform Controller promptly as soon as possible if and when such legal prohibition ceases to apply.

4.2 In case Controller receives any request or communication from Data Subjects which relates to the Processing of Personal Data ("**Request**"), Processor shall provide the Controller with full commercially reasonable cooperation, information and assistance ("**Assistance**") in relation to any such Request where instructed by Controller.

4.3 Where Processor receives a Request, Processor shall (i) not directly respond to such Request, (ii) forward the request to Controller within 3 (**three**) business days of identifying the Request as being related to the Controller and (iii) provide assistance according to further instructions from Controller.

5. Assistance

5.1 The Processor assists the Controller in ensuring compliance with the obligations by taking into account the nature of Processing and the information available to the Processor.

5.2 Where a Data Protection Impact Assessment ("**DPIA**") is required under applicable Data Protection Laws for the Processing of Personal Data, Processor shall provide upon request Controller with reasonable cooperation and assistance needed to fulfill Customer's obligation to carry out a DPIA related to Customer's use of the Services, to the extent that Customer does not otherwise have access to the relevant information and such information is available to Processor.

5.3 The Controller shall pay the Processor reasonable charges mutually agreed between the parties for providing the assistance in Section 5, to the extent that such assistance is not reasonably able to be accommodated within the normal provision of the Services.

6. Information Rights and Audit

6.1 Processor shall, in accordance with Data Protection Laws, make available to Controller on request in a timely manner such information as is necessary to demonstrate compliance by Processor with its obligations under Data Protection Laws.

6.2 Upon Controller's written request and subject to the confidentiality obligations set forth in the Platform Agreement, Processor will make available to Controller a copy of Processor's then most recent third-party certifications or audits, as applicable.

6.3 Processor shall, upon reasonable notice, allow for and contribute to inspections of the Processor's Processing of Personal Data, as well as the TOMs (defined below) (including data processing systems, policies, procedures and records), during regular business hours and with minimal interruption to Processor's business operations. Such inspections are conducted by the Controller, its affiliates or an independent third party on Controller's behalf

(which will not be a competitor of the Processor) that is subject to reasonable confidentiality obligations.

6.4 Controller shall pay Processor reasonable costs of allowing or contributing to audits or inspections in accordance with Section 6.3. Processor will immediately refer to Controller any requests received from national data protection authorities that relate to the Processor's Processing of Personal Data.

6.5 Processor undertakes to cooperate with Controller in its dealings with national data protection authorities and with any audit requests received from national data protection authorities. Controller shall be entitled to disclose this Data Processing Agreement or any other documents (including contracts with subcontractors) that relate to the performance of its obligations under this Data Processing Agreement (commercial information may be removed).

7. Data Incident Management and Notification

With respect to Customer data incidents, Processor shall:

7.1 notify Controller of a Personal Data Breach involving Processor or a subcontractor without undue delay (but in no event later than 72 hours after becoming aware of the incident);

7.2 make reasonable efforts to identify the cause of such incident and take those steps as Processor deems necessary and reasonable in order to remediate the cause of the incident to the extent that it is within Processor's reasonable control.

7.3 provide reasonable information, cooperation and assistance to Controller in relation to any action to be taken in response to a Personal Data Breach under Data Protection Laws, including regarding any communication of the Personal Data Breach to Data Subjects and national data protection authorities.

The obligations contained in Section 7 should not apply to data incidents that are caused by Customer or Customer's users.

8. International Data Transfer

8.1 Data that AMBA processes for the Customer as a Processor will be processed and stored in the United States.

9. Reference to the TOMS and Sub-Processors

For the Processor's technical and organizational measures (TOMs), reference is made to and Exhibit A of this DPA.

For sub-processing, reference is made to Exhibit B of this DPA. In event of objection by the Controller to the appointment or replacement of any sub processor, Processor will either not appoint or replace the sub processor or, if this is not possible, Controller may suspend or terminate the Service(s) (without prejudice to any fees incurred by Controller prior to such suspension or termination).

10. Term and Termination

10.1   This Data Processing Agreement becomes effective upon signature. It shall continue to be in full force and effect as long as Processor is processing Personal Data, and shall cease automatically thereafter.

10.2   The Controller may terminate the Data Processing Agreement as well as the Platform Agreement for cause, at any time upon reasonable notice or without notice, as selected by Controller, if the Processor is in material breach of the terms of this Data Processing Agreement.

10.3　Where amendments are required to ensure compliance of this Data Processing Agreements with Data Protection Laws, the Parties shall agree on such amendments upon request of Controller and, for the avoidance of doubt, with no additional costs to Controller. Where the parties are unable to agree upon such amendments, either party may terminate the Platform Agreement and this Data Processing Agreement with 60 days written notice to the other party.

11.　Deletion or Return of Personal Data

Controller may export all Customer Data prior to the termination of the Customer's Account. In any event, following the termination of the Customer's Account, subject to the Platform Agreement, Customer Data will be retained for a period of 14 days from such termination within which Controller may contact Processor to export Customer Data; ("**Data Retention Period**"). Beyond each such Data Retention Period, Processor reserves the right to delete all Customer Data in the normal course of operation except as necessary to comply with Processor's legal obligations, maintain accurate financial and other records, resolve disputes, and enforce its agreements. Customer Data cannot be recovered once it is deleted.

12.　Miscellaneous

12.1　In case of any conflict, the provisions of this Data Processing Agreement shall take precedence over the provisions of any other agreement with Processor.

12.2　Limitation of Liability. The limitation of liability stated in the Platform Agreement applies to the breach of this Data Processing Agreement.

12.3　No Party shall receive any remuneration for performing its obligations under this Data Processing Agreement except as explicitly set out herein or in another agreement.

12.4　Where this Data Processing Agreement requires a "written notice" such notice can also be communicated per email to the other Party. Notices shall be sent to the contact persons set out in the Platform Agreement.

12.5　Any supplementary agreements or amendments to this Data Processing Agreement must be made in writing and signed by both Parties.

12.6　Should individual provisions of this Data Processing Agreement become void, invalid or non-viable, this shall not affect the validity of the remaining conditions of this agreement.

13.　Definitions

"Data Protection Laws" shall mean the data protection laws of the country in which Controller is established, and any data protection laws applicable to Controller in connection with the Service Agreement, which may include the GDPR, CCPA, CPRA, PIPEDA and any data protection laws applicable to Controller in connection with the Platform Agreement. The provisions of this Agreement are subject to, and terms shall have the meanings given to those terms, in the (a) the EU General Data Protection Regulation (2016/679) (GDPR), (b) the EU Directive on Privacy and Electronic Communications (2002/58), (c) The California Consumer Privacy Act of 2018 (CCPA)**,** (d) Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) and any applicable legislation which implements, supplements, amends, re-enacts or replaces each of the above, in any case, in the European Economic Area Member State, Canada or the US, including any Canadian province or US state. Where the Controller is not established in an EU Member State, PIPEDA, the California Consumer Privacy Act, Colorado Privacy Act, Virginia Consumer Data Protection Act, or other applicable US state or federal law, Canadian law, or Canadian province law applies in addition.

 "**DP Losses**" means all liabilities, including:

a)　costs (including legal costs);

b) claims, demands, actions, settlements, charges, procedures, expenses, losses and damages (whether material or non-material, and including for emotional distress);

c) to the extent permitted by applicable law:

    i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a data protection authority or any other relevant Regulatory Authority;

    ii) compensation to a Data Subject ordered by a data protection authority to be paid by Processor;

    iii) the costs of compliance with investigations by a data protection authority or any other relevant Regulatory Authority.

"Personal Data" shall mean any information relating to an identified or identifiable natural person as defined by the applicable Data Protection Laws that is Processed by Processor as part of providing the services to Controller.

"Agreement" shall mean the Master Services Agreement executed between the Parties.

"Controller", **"Data Subject"**, **"Personal Data Breach"**, **"Processor"** and **"Process"/"Processing"** shall have the meaning given to them in applicable Data Protection Laws.

EXHIBIT A to the DPA:
TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Processor maintains and enforces various policies, standards and processes designed to secure Personal Data and other data to which Processor employees are provided access, and updates such policies, standards and processes from time to time consistent with industry standards. Following is a description of some of the technical and organizational measures implemented by Processor as of the date of signature:

1. General Security Procedures

1.1 Processor shall be responsible for establishing and maintaining an information security program that is designed to: (i) protect the security and confidentiality of Personal Data; (ii) protect against anticipated threats or hazards to the security or integrity of the Personal Data; (iii) protect against unauthorized access to or use of the Personal Data; (iv) ensure the proper disposal of Personal Data, as further defined herein; and, (v) ensure that all employees and subcontractors of Processor, if any, comply with all of the foregoing. Processor shall designate an individual to be responsible for the information security program. Such individual shall respond to Controller inquiries regarding computer security and to be responsible for notifying Controller-designated contact(s) if a breach or an incident occurs, as further described herein.

1.2 Processor shall conduct formal privacy and security awareness training for all its employees as soon as reasonably practicable after the time of hiring and/or prior to being appointed to work on Personal Data and annually recertified thereafter. Documentation of security awareness training shall be retained by Processor, confirming that this training and subsequent annual recertification process have been completed.

1.3 Controller shall have the right to review an overview of Processor's information security

program prior to the commencement of Service and annually thereafter upon Controller request.

1.4 Processor shall not transmit any unencrypted Personal Data over the internet or any unsecured network. Processor shall encrypt Personal Data in transit into and out of the Services over public networks using industry standard protocols.

1.5 In the event of any apparent or actual theft, unauthorized use or disclosure of any Personal Data, Processor shall immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof, and without undue delay and within 72 hours following confirmation of any such event, provide Controller notice thereof, and such further information and assistance as may be reasonably requested. Upon Controller request, remediation actions and reasonable assurance of resolution of discovered issues shall be provided to Controller.

2. Network and Communications Security

2.1 All Processor connectivity to Controller computing systems and/or networks and all attempts at same shall be only through Controller's security gateways/firewalls and only through Controller-approved security procedures.

2.2 Processor shall not access and will not permit unauthorized persons or entities to access Controller computing systems and/or networks without Controller's express written authorization and any such actual or attempted access shall be consistent with any such authorization.

2.3 Processor shall take appropriate measures to ensure that Processor's systems connecting to Controller's systems and anything provided to Controller through such systems does not contain any computer code, programs, mechanisms or programming devices designed to, or that would enable, the disruption, modification, deletion, damage, deactivation, disabling, harm or otherwise be an impediment, in any manner, to the operation of Controller's systems.

2.4 Processor shall maintain technical and organisational measures for data protection including: (i) firewalls and threat detections systems to identify malicious connection attempts, to block spam, viruses and unauthorized intrusion; (ii) physical networking technology designed to resist attacks by malicious users or malicious code; and (iii) encrypted data in transit over public networks using industry standard protocols.

3. Personal Data Handling Procedures

3.1 Erasure of Information and Destruction of Electronic Storage Media. All electronic storage media containing Personal Data must be wiped or degaussed for physical destruction or disposal, in a manner meeting forensic industry standards such as the NIST SP800-88 Guidelines for Media Sanitization, prior to departing Controller Work Area(s), with the exception of encrypted Personal Data residing on portable media for the express purpose of providing service to the Controller. Processor shall maintain commercially reasonable documented evidence of data erasure and destruction for infrastructure level resources.

3.2 Processor shall maintain authorization and authentication technologies and processes to ensure that only authorized persons access Personal Data, including: (i) granting access rights on the basis of the need-to-know-principle; (ii) reviewing and maintaining records of employees who have been authorized or who can grant, alter or cancel authorized access to systems; (iii) requiring personalized, individual access accounts to use passwords that meet complexity, length and duration requirements; (iv) storing passwords in a manner that makes them undecipherable if used incorrectly or recovered in isolation; (v) logging and auditing all access sessions to systems

containing Personal Data; and (vi) instructing employees on safe administration methods when computers may be unattended such as use of password protected screen savers and session time limits.

3.3 Processor shall maintain measures to provide for separate processing of data for different purposes including: (i) provisioning Controller within its own application-level security domain, which creates logical separation and isolation of security principles between customers; and (ii) isolating test or development environments from live or production environments.

4. Physical Security

4.1 Processor shall ensure that at least the following physical security requirements are met:

i) All backup and archival media containing Personal Data must be contained in secure, environmentally controlled storage areas owned, operated, or contracted for by Processor.

ii) Technical and organisational measures to control access to data center premises and facilities are in place and include: (i) staffed reception desks or security officers to restrict access to identified, authorized individuals; (ii) visitor screening on arrival to verify identity; (iii) all access doors, including equipment cages, secured with automatic door locking systems with access control systems that record and retain access histories; (iv) monitoring and recording of all areas using CCTV digital camera coverage, motion detecting alarm systems and detailed surveillance and audit logs; (v) intruder alarms present on all external emergency doors with one-way internal exit doors; and (vi) segregation of shipping and receiving areas with equipment checks upon arrival.

iii) Processor shall maintain measures to protect against accidental destruction or loss of Personal Data including fire detection and suppression and air conditioning (HVAC) systems that provide stable airflow, temperature and humidity.

5 Security Testing

5.1 During the performance of Services under the Agreement, Processor shall engage, at its own expense and at least one time per year, a third-party vendor ("Testing Company") to perform penetration and vulnerability testing ("Security Tests") with respect to Processor's systems containing and/or storing Personal Data.

5.2 The objective of such Security Tests shall be to identify design and/or functionality issues in applications or infrastructure of the Processor systems containing and/or storing Personal Data, which could expose Controller's assets to risks from malicious activities. Security Tests shall probe for weaknesses in applications, network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to the Processor systems containing and/or storing Personal Data that could be exploited by a malicious party.

5.3 Security Tests shall identify, at a minimum, the following security vulnerabilities: invalidated or un- sanitized input; broken or excessive access controls; broken authentication and session management; cross- site scripting (XSS) flaws; buffer overflows; injection flaws; improper error handling; insecure storage; common denial of service vulnerabilities; insecure or inconsistent configuration management; improper use of SSL/TLS; proper use of encryption; and anti-virus reliability and testing.

5.4 Within a reasonable period after the Security Test has been performed, Processor shall remediate the issues (if any) identified and subsequently engage, at its own expense, the Testing

Company to perform a revalidation Security Test to ensure resolution of identified security issues. Results thereof shall be made available to the Controller upon request.

6. Security Audit

Processor, and all subcontracted entities (as appropriate) shall conduct at least annually an SSAE 18 (or equivalent) audit covering all systems and/or facilities utilized to provide the Service to the Controller and will furnish to Controller the results thereof promptly following Controller's written request. If, after reviewing such audit results, Controller reasonably determines that security issues exist relating to the Service, Controller will notify Processor, in writing, and Processor will promptly discuss and where commercially feasible, address the identified issues. Any remaining issues shall be documented, tracked and addressed at such time as agreed upon by both Processor and the Controller.

Exhibit B to the DPA

LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

The current list of sub processors is listed below:

Sub Processor Name	Location of Data Processing	Purpose of Sub Processor
Heroku	USA	Platform used for hosting client's and end user's data for the Amba app
Google	Europe	Internal Cloud storage and file sharing platform
Slack	United Kingdom	Used as an internal channel of communication
HubSpot	Germany	Customer Relationship Management system

Exhibit C to the DPA

CCPA Data Processing Addendum

This Addendum ("Addendum") forms part of the AMBA Platform Agreement ("Agreement"), entered by and between AMBA Health and Care Limited ("AMBA" or "we") and Customer, including its subsidiaries and affiliates ("Customer" or "you"). AMBA and Customer are each referred to herein as a "Party" and collectively as "Parties".

In consideration of the mutual obligations set forth herein, as well as those set forth in the Agreement, the Parties hereby agree that this Addendum shall be added as an addendum to the Agreement.

1. DEFINITIONS

1.1. All capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

1.2. "**Business**", "**Business Purpose(s)**", "**Commercial Purpose(s)**", "**Personal Information**", "**Service Provider**", and "**Third Party**" shall have the same meaning ascribed to such terms and phrases in the CCPA.

1.3. "**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act, and its implementing regulations.

1.4. "**Process**," "**Processed**", or "**Processing**" means any operation or set of operations that are performed on Personal Information or on sets of Personal Information, whether by automated means, including the collection, use, modification, storage, disclosure and any other activity with regard to Personal Information.

1.5. "**U.S. Data Protection Laws**" means all laws and regulations of the United States of America, including the CCPA, applicable to the Processing of Personal Information (or an analogous variation of such term).

2. AMENDMENTS

2.1 **Roles**. AMBA Processes Personal Information under the Agreement and this Addendum for the Business Purpose(s) set forth in the Agreement. For the purposes of this Addendum, Customer is a Business and AMBA is a Service Provider

2.2 **No Sale**. Customer and AMBA acknowledge and agree that in no event shall the transfer, disclosure, sharing, or making available of Personal Information under the Agreement and this Addendum constitute a Sale.

2.3 **Limitations on Use and Disclosure**. AMBA is prohibited from Selling the Personal Information it receives or has made available to it under the Agreement and this Addendum. AMBA is also prohibited from using, retaining or disclosing any Personal

Information it receives or has access to under the Agreement and this Addendum for any purpose other than the specific purpose set forth in the Agreement, and as otherwise permitted by the CCPA.

2.4 **Duty to Cooperate**. AMBA will reasonably assist Customer with any consumer request to know, to delete, or to opt-out. If AMBA receives any request from consumers, authorities, or others relating to its Processing of Personal Information, AMBA will without undue delay inform Customer and reasonably assist Customer with developing a response (but AMBA will not itself respond other than to confirm receipt of the request, to inform the consumer, the authorized agent or other third party that their request has been forwarded to Customer, and/or to refer them to Customer, except per reasonable instructions from Customer). AMBA will also reasonably assist Customer with the resolution of any request or inquiries that Customer receives from governmental authorities relating to AMBA.

2.5 **Effect of this Addendum**. In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement with respect to the subject matter hereof and solely where U.S. Data Protection Laws apply, the terms of this Addendum shall control.

SENSOR RENTAL TERMS AND CONDITIONS (UNITED STATES)

These Sensor Rental Terms and Conditions (United States) shall apply to all United States residents or companies who have entered a Platform Agreement with us and shall be incorporated by reference into such Platform Agreement as they may be amended from time to time and further incorporate the Agreement Terms and Conditions at https://www.amba.co/en-us/trust-center.

1. INTERPRETATION

1.1 The following definitions apply in these Sensor Rental Terms and Conditions:

Deposit means the deposit amount set out in the Agreement Details or Order, as applicable.

Rental Payments means the payments made by or on behalf of the Customer for rental of the Sensors, as specified in the Agreement Details or Order, as applicable.

Rental Period means the rental period specified in the Agreement Details or Order, as applicable.

Risk Period means the period during which the Sensors are at the sole risk of the Customer as set out in section 6.2.

Total Loss means due to the Customer's default the Sensors are, in AMBA's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

1.2 Any terms defined in the Agreement Details and the Agreement Terms and Conditions shall have the same meaning in these Sensor Rental Terms and Conditions unless the context requires otherwise and the rules of interpretation set out in the Agreement Terms and Conditions shall apply to these Sensor Rental Terms and Conditions.

1.3 **Amendment**. The most current version of these Sensor Rental Terms and Conditions will be posted on the AMBA's website. When changes are made, AMBA will make a new copy of these Sensor Rental Terms and Conditions available on its website and will also update the "Last Updated" date at the top of these Sensor Rental Terms and Conditions. Any changes to these Sensor Rental Terms and Conditions will be effective immediately for parties entering new Platform Agreements and for all other users will be effective thirty (30) days after posting notice of such changes. AMBA may require express consent to the updated Sensor Rental Terms and Conditions in a specified manner before further use of the Services is permitted. Absent a request for express consent, continued use of the Services shall constitute acceptance of any such change(s).

2. SENSOR RENTAL

2.1 AMBA shall lease the Sensors as specified in:

(a) the Agreement Details; or

(b) following written acceptance by AMBA, any Order placed by the Customer,

to the Customer for use at the VIP Location (in accordance with the Agreement Details and the Terms and Conditions) subject to these Sensor Rental Terms and Conditions.

2.2   AMBA shall not, other than in the exercise of its rights under these Sensor Rental Terms and Conditions or applicable law, interfere with the Customer's quiet possession of the Sensors.

2.3   In the event that, during the Rental Period, the Sensors are no longer supported by the relevant OEM, or otherwise become unsuitable for use with the Platform, AMBA will promptly, at its own cost, replace those Sensors (in which case the Customer shall complete any related actions under section 5.1 of the Terms and Conditions and AMBA shall complete any related actions under section 5.2 of the Terms and Conditions).

3.   **RENTAL PERIOD**

3.1   The Rental Period starts on the Delivery Date and shall continue for such period unless this Agreement is terminated earlier in accordance with its terms.

4.   **RENTAL PAYMENTS AND DEPOSIT**

4.1   The Customer shall pay the Rental Payments to AMBA in accordance with the Agreement Details or Order, as applicable.

4.2   The Rental Payments are exclusive of state and local sales taxes, and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

4.3   The Deposit is a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Sensors. The Customer shall, prior to the Delivery Date, pay the Deposit to AMBA. If the Customer fails to make any Rental Payments, or causes any loss or damage to the Sensors (in whole or in part), AMBA shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to AMBA any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable within five (5) Business Days after the end of the Rental Period.

5.   **DELIVERY**

5.1   Delivery shall be made by AMBA. AMBA shall use commercially reasonable efforts to effect Delivery by the Delivery Date.

5.2   AMBA shall ensure that each Delivery of the Sensors is accompanied by a delivery note that shows the date on which the Sensors were ordered (such as the date of this Agreement or any Order), the type and quantity of the Sensors (including the code number of the Sensors, where applicable), special storage instructions (if any) and, if the Sensors are being delivered by instalments, the outstanding balance of Sensors remaining to be delivered.

5.3   The Customer shall ensure that a duly authorised representative of the Customer shall be present at the Delivery of the Sensors. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined

the Sensors and has found them to be in good condition, complete and fit in every way for the purpose for which they are intended (save as regards any latent defects not reasonably apparent on inspection). If requested by AMBA, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

5.4   If the Customer fails to accept delivery of the Sensors on the Delivery Date, then, except where such failure is caused by AMBA's failure to comply with its obligations under this Agreement:

(a)   the Sensors shall be deemed to have been delivered at 9.00 am on the Delivery Date; and

(b)   AMBA shall store the Sensors until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5.5   AMBA shall install the Sensors in accordance with section 5.2(c) of the Terms and Conditions.

6.   TITLE, RISK AND INSURANCE

6.1   The Sensors shall at all times remain the property of AMBA, and the Customer shall have no right, title or interest in or to the Sensors (save the right to possession and use of the Sensors subject to the terms and conditions of this Agreement).

6.2   The risk of loss, theft, damage or destruction of the Sensors shall pass to the Customer on Delivery. Customer shall assume all risk for possession of the Sensors during the Rental Period and any further term during which the Sensors are in the possession, custody or control of the Customer (**Risk Period**) until such time as the Sensors are redelivered to AMBA. During the Rental Period and the Risk Period the Customer shall, at its own expense, obtain and maintain the following insurances:

(a)   insurance of the Sensors to a value not less than their full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as AMBA may from time to time nominate in writing;

(b)   insurance for such amounts as a prudent owner or operator of the Sensors would insure for, or such amounts as AMBA may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Sensors; and

(c)   insurance against such other or further risks relating to the Sensors as may be required by law, together with such other insurance as AMBA may from time to time consider reasonably necessary and advise to the Customer in writing.

6.3   If the Customer fails to effect or maintain any of the insurances required under these Sensor Rental Terms and Conditions, AMBA shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

6.4   The Customer shall, on AMBA's written demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to AMBA and proof of premium payment to AMBA to confirm the insurance arrangements.

6.5   The Customer shall give immediate written notice to AMBA in the event of any loss, accident or damage to the Sensors arising out of or in connection with the Customer's possession or use of the Sensors.

7.   CUSTOMER'S RESPONSIBILITIES

7.1   The Customer shall during the Rental Period and Risk Period:

(a)   ensure that the Sensors are kept and operated in a suitable environment, used only for the purposes for which they are designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by AMBA or the OEM;

(b)   take such steps (including compliance with all safety and usage instructions provided by AMBA or the OEM) as may be necessary to ensure, so far as is reasonably practicable, that the Sensors are at all times safe and without risk to health when they are being set, used, cleaned or maintained by a person at work;

(c)   maintain at its own expense the Sensors in good and substantial repair in order to keep them in as good an operating condition as they were on the Delivery Date (fair and normal wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Sensors;

(d)   make no alteration to the Sensors and shall not remove any existing component (or components) from the Sensors other than to comply with any mandatory modifications required by law or any regulatory authority;

(e)   keep AMBA fully informed of all material matters relating to the Sensors;

(f)   keep the Sensors at all times at the VIP Location and not move or attempt to move the Sensors to any other location without AMBA's prior written consent;

(g)   permit AMBA or its duly authorised representatives to inspect the Sensors at all reasonable times and for such purpose to enter on the VIP Location or any premises at which the Sensors may be located, and shall grant reasonable access and facilities for such inspection upon AMBA's request;

(h)   maintain operating and maintenance records of the Sensors and make copies of such records readily available to AMBA, together with such additional information as AMBA may reasonably require;

(i)   not, without the prior written consent of AMBA, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Sensors or allow the creation of any mortgage, charge, lien or other security interest in respect of them;

(j)   not without the prior written consent of AMBA, attach the Sensors to any land or building so as to cause the Sensors to become a permanent or immovable fixture on such land or building. If the Sensors do become affixed to any land or building then the Sensors must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Sensors from any land or building and indemnify AMBA against all losses, costs or expenses incurred as a result of such affixation or removal;

(k)   not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of AMBA in the Sensors and, where the Sensors have become affixed to any land or building, the Customer must take all necessary steps to ensure that AMBA may enter such land or building and recover the Sensors both during the term of this Agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of AMBA of any rights such person may have or acquire in the Sensors and a right for AMBA to enter onto such land or building to remove the Sensors;

(l)   not suffer or permit the Sensors to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Sensors are so confiscated, seized or taken, the Customer shall notify AMBA and the Customer shall at its sole expense use its best efforts to procure an immediate release of the Sensors and shall indemnify AMBA on demand against all losses, costs, charges, damages and expenses reasonably incurred as a result of such confiscation;

(m)   not use the Sensors for any unlawful purpose;

(n)   ensure that at all times the Sensors remain identifiable as AMBA's property and wherever possible shall ensure that a visible sign to that effect is attached to the Sensors;

(o)   at Customer's expense, deliver up the Sensors at the end of the Rental Period at such address as AMBA requires, or upon AMBA's written request, allow AMBA or its representatives access to the VIP Location or any premises where the Sensors are located for the purpose of removing the Sensors; and

(p)   not do or permit to be done anything which could invalidate the insurances referred to in section 6.2.

8.   WARRANTY

8.1   As the Sensors are not manufactured or produced by AMBA, the Customer shall be entitled only to such warranty or other benefit as AMBA has received from the manufacturer.

8.2   AMBA warrants that the Sensors shall substantially conform to their specification (as made available to AMBA by the relevant OEM) and be of satisfactory quality. AMBA

shall, at its option, repair or replace, any defective Sensors if such defect manifests itself during the Rental Period, and provided that:

(a)   the Customer notifies AMBA of any defect in writing within ten (10) Business Days of the defect occurring or of becoming aware of the defect;

(b)   AMBA is permitted to make a full examination of the alleged defect; and

(c)   the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than AMBA's authorised personnel.

8.3   The repair or replacement of any defective Sensor by AMBA shall be the Customer's sole and exclusive remedy under the warranty in section 8.2.

8.4   These Sensor Rental Terms and Conditions shall apply to any repaired or replacement Sensors supplied by the AMBA

8.5   EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AMBA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9.   **CONSEQUENCES OF EXPIRY OF THE RENTAL PERIOD OR TERMINATION OF THIS AGREEMENT**

9.1   On expiry of the Rental Period, termination of this Agreement or Total Loss of the Sensors, however caused:

(a)   AMBA's consent to the Customer's possession of the Sensors shall terminate;

(b)   AMBA may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Sensors and for this purpose may enter the VIP Location or any premises at which the Sensors are located;

(c)   the Customer shall ensure the safe and proper storage of the Sensors until they have been collected by AMBA; and

(d)   without prejudice to any rights or remedies of the Customer, the Customer shall pay to AMBA on demand:

(i)   all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to section 12.4 of the Agreement Terms and Conditions; and

(ii)   any costs and expenses incurred by AMBA in recovering the Sensors or in collecting any sums due under these Sensor Rental Terms and Conditions (including any storage, insurance, repair, transport and legal costs).

9.2   On termination of this Agreement prior to the expiry of the Rental Period, without prejudice to any other rights or remedies of AMBA, the Customer shall pay to AMBA

on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if this Agreement had continued from the date of such demand to the end of the Rental Period.

9.3   The sums payable pursuant to section 9.2 shall be agreed compensation for AMBA's loss and shall be payable in addition to the sums payable pursuant to section 9.1(d). Such sums may be partly or wholly recovered from any Deposit.

10.   Choice of Law and Dispute Resolution

10.1   The law applicable to this Sensor Rental Terms and Conditions (United States) shall be as set forth in Article 29 of the Agreement Terms and Conditions and disputes under this Agreement shall be resolved as set forth in Article 30 of the Agreement Terms and Conditions.   The Parties agree to waive any applicability of the United Nations Convention on Contracts for the International Sale of Goods.

SENSOR PURCHASE TERMS AND CONDITIONS (UNITED STATES)

These Sensor Purchase Terms and Conditions (United States) shall apply to all United States residents or companies who have entered a Platform Agreement with us and shall be incorporated by reference into such Platform Agreement as they may be amended from time to time and further incorporate the Agreement Terms and Conditions at https://www.amba.co/en-us/trust-center.

1. **INTERPRETATION**

1.1   Any terms defined in the Agreement Details and the Terms and Conditions shall have the same meaning in these Sensor Purchase Terms and Conditions unless the context requires otherwise and the rules of interpretation set out in the Terms and Conditions shall apply to these Sensor Purchase Terms and Conditions

1.2   **Amendment**.   The most current version of these Sensor Purchase Terms and Conditions will be posted on the AMBA's website. When changes are made, AMBA will make a new copy of these Sensor Purchase Terms and Conditions available on its website and will also update the "Last Updated" date at the top of these Sensor Purchase Terms and Conditions. Any changes to these Sensor Purchase Terms and Conditions will be effective immediately for parties entering new Platform Agreements and for all other users will be effective thirty (30) days after posting notice of such changes. AMBA may require express consent to the updated Sensor Purchase Terms and Conditions in a specified manner before further use of the Services is permitted. Absent a request for express consent, continued use of the Services shall constitute acceptance of any such change(s).

2. **PURCHASE OF SENSORS**

2.1   These Sensor Purchase Terms and Conditions apply to the purchase of Sensors from AMBA to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2   AMBA shall sell the Sensors as specified in:

(a)   the Agreement Details; or

(b)   following written acceptance by AMBA, any Order placed by the Customer. For the avoidance of doubt, any Order placed by the Customer constitutes an offer by the Customer to purchase the Sensors in accordance with these Sensor Purchase Terms and Conditions.

2.3   The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Sensor Purchase Terms and Conditions.

2.4   Any samples, descriptive matter or advertising produced by AMBA are produced for the sole purpose of giving an approximate idea of the Sensors referred to in them. They shall not form part of this Agreement nor have any contractual force.

2.5   A quotation for Sensors given by AMBA shall not constitute an offer. A quotation shall only be valid for a period of twenty (20) Business Days from its date of issue.

2.6   In the event that, during a Subscription Term, any Sensors are no longer supported by the relevant OEM, or otherwise become unsuitable for use with the Platform, the Customer will promptly replace those Sensors (in which case the Customer shall complete any related actions under section 5.1 of the Terms and Conditions and AMBA shall complete any related actions under section 5.2 of the Terms and Conditions).

3.   DELIVERY

3.1   Delivery shall be made by AMBA FCA (Incoterms) point of shipment. AMBA shall use all reasonable endeavours to effect Delivery by the Delivery Date.

3.2   AMBA shall ensure that each Delivery of the Sensors is accompanied by a delivery note that shows the date on which the Sensors were ordered (such as the date of this Agreement or any Order), the type and quantity of the Sensors (including the code number of the Sensors, where applicable), special storage instructions (if any) and, if the Sensors are being delivered in installments, the outstanding balance of Sensors remaining to be delivered.

3.3   Any dates quoted for Delivery are approximate only, and the time of delivery is not of the essence. AMBA shall not be liable for any delay in delivery of or failure to deliver the Sensors that is caused by a force majeure event (as covered by Article 18 of the Agreement Terms and Conditions) or the Customer's failure to provide AMBA with adequate delivery instructions or any other instructions that are relevant to the supply of the Sensors.

3.4   If AMBA fails to deliver the Sensors, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the Sensors.

3.5   If the Customer fails to accept Delivery of the Sensors, then, except where such failure or delay is caused by a force majeure event or AMBA's failure to comply with its obligations under this Agreement in respect of the Sensors:

(a)   delivery of the Sensors shall be deemed to have been completed at the time AMBA attempted Delivery of such Sensors; and

(b)   AMBA shall store the Sensors until actual Delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

3.6   If ten (10) Business Days after the day on which AMBA attempted Delivery of the Sensors the Customer has not accepted actual Delivery of them, AMBA may resell or otherwise dispose of part or all of the Sensors and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Sensors or charge the Customer for any shortfall below the price of the Sensors.

3.7 AMBA may deliver the Sensors in installments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other installment.

4. WARRANTY

4.1 As the Sensors are not manufactured or produced by AMBA, the Customer shall be entitled only to such warranty or other benefit as AMBA has received from the manufacturer ("OEM Warranty Period").

4.2 Notwithstanding the aforementioned, AMBA warrants that the Sensors shall substantially conform to their specification (as made available to AMBA by the relevant OEM) and be of satisfactory quality. AMBA shall, at its option, repair or replace, any defective Sensors if such defect manifests itself during the OEM Warranty Period, and provided that:

(a) the Customer notifies AMBA of any defect in writing within ten (10) Business Days of the defect occurring or of becoming aware of the defect;

(b) AMBA is permitted to make a full examination of the alleged defect; and

(c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than AMBA's authorised personnel.

4.3 The repair or replacement of any defective Sensor by AMBA shall be the Customer's sole and exclusive remedy for AMBA's failure to comply with the warranty in section 4.2

4.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AMBA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4.5 These Sensor Purchase Terms and Conditions shall apply to any repaired or replacement Sensors supplied by AMBA.

5. TITLE AND RISK

5.1 The risk in the Sensors shall pass to the Customer on shipment.

5.2 Title to the Sensors shall not pass to the Customer until AMBA receives payment in full (in cash or cleared funds) for the Sensors in respect of which payment has become due, in which case title to the Sensors shall pass at the time of payment of all such sums.

5.3 Until the Sensors are installed at the VIP Location, the Customer shall:

(a) store the Sensors separately from all other goods held by the Customer so that they remain readily identifiable as AMBA's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Sensors;

(c) maintain the Sensors in satisfactory condition and keep them insured against all risks for their full price from the date of Delivery;

(d) notify AMBA immediately if it becomes subject to any of the events listed in sections 17.2(c) to sections 17.2(e) of the Terms and Conditions; and

(e) give AMBA such information as AMBA may reasonably require from time to time relating to:

(i) the Sensors; and

(ii) the ongoing financial position of the Customer.

5.4 Subject to section 5.5 of these Sensor Purchase Terms and Conditions, the Customer may use the Sensors in the ordinary course of its business (but not otherwise) before AMBA receives payment for the Services.

5.5 At any time before title to the Sensors passes to the Customer, AMBA may:

(a) by notice in writing, terminate the Customer's right under section 5.4 of these Sensor Purchase Terms and Conditions to use them in the ordinary course of its business; and

(b) require the Customer to deliver up all Sensors in its possession that have not been irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Sensors are stored or installed in order to recover them.

6. PURCHASE PRICE

6.1 The purchase price of the Sensors shall be the price set out in the Agreement Details.

6.2 AMBA may, by giving notice to the Customer at any time prior to the date of Delivery, increase the price of the Sensors to reflect any increase in the cost of the Sensors that is due to:

(a) any factor beyond AMBA's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the date of Delivery, the quantities or types of Sensors ordered; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give AMBA adequate or accurate information or instructions.

6.3 The price of the Sensors excludes amounts in respect of value added tax, or any applicable state, local, provincial or foreign taxes, which the Customer shall additionally

be liable to pay to AMBA at the prevailing rate, subject to the receipt of an invoice from AMBA

7.   Choice of Law and Dispute Resolution

7.1   The law applicable to this Sensor Purchase Terms and Conditions (United States) shall be as set forth in Article 29 of the Agreement Terms and Conditions and disputes under this Agreement shall be resolved as set forth in Article 30 of the Agreement Terms and Conditions.   The Parties agree to waive any applicability of the United Nations Convention on Contracts for the International Sale of Goods.

OEM PURCHASE TERMS (UNITED STATES)

These OEM Purchase Terms and Conditions (United States) shall apply to all United States residents or companies who have entered a Platform Agreement with us and shall be incorporated by reference into such Platform Agreement as they may be amended from time to time and further incorporate the Agreement Terms and Conditions at https://www.amba.co/en-us/trust-center .

1   Any terms defined in the Agreement Details and the Terms and Conditions shall have the same meaning in these OEM Purchase Terms unless the context requires otherwise and the rules of interpretation set out in the Terms and Conditions shall apply to these OEM Purchase Terms.

2   **Amendment**. The most current version of these OEM Purchase Terms will be posted on the AMBA's website. When changes are made, AMBA will make a new copy of these OEM Purchase Terms available on its website and will also update the "Last Updated" date at the top of these OEM Purchase Terms. Any changes to these OEM Purchase Terms will be effective immediately for parties entering new Platform Agreements and for all other users will be effective thirty (30) days after posting notice of such changes. AMBA may require express consent to the updated OEM Purchase Terms in a specified manner before further use of the Services is permitted. Absent a request for express consent, continued use of the Services shall constitute acceptance of any such change(s).

3   Where the Customer purchases the Sensors from the OEM, the Customer acknowledges that AMBA is not responsible for the performance or maintenance of the Sensors, nor for any injury, loss or damage caused by defective Sensors nor for any non- or mal-functioning or inaccuracy of any Sensors.

4   The Customer is advised to ensure that any registrations required to activate any OEM warranty or guarantee for the Sensors are completed.

5   In the event that, during a Subscription Term, any Sensors become defective, the Customer will promptly replace those Sensors (and the Customer shall complete any related actions under section 5.1 of the Terms and Conditions) and AMBA shall provide the configuration and installation services in accordance with sections 5.2(b) and 5.2(c) of the Terms and Conditions to the Customer. The same applies where the Customer purchases additional Sensors from the OEM (if so required by AMBA, acting reasonably, AMBA shall provide the training services to the Customer in accordance with section 5.2(d) of the Terms and Conditions).

6   In the event that, during a Subscription Term, any Sensors are no longer supported by the relevant OEM, or otherwise become unsuitable for use with the Platform, the Customer will promptly replace those Sensors (in which case the Customer shall complete any related actions under section 5.1 of the Terms and Conditions and

AMBA shall complete any related actions under section 5.2 of the Terms and Conditions).

7   The law applicable to these OEM Purchase Terms shall be as set forth in Article 29 of the Agreement Terms and Conditions and disputes under this Agreement shall be resolved as set forth in Article 30 of the Agreement Terms and Conditions. The Parties agree to waive any applicability of the United Nations Convention on Contracts for the International Sale of Goods.

8   EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE AGREEMENT TERMS AND CONDITIONS, AMBA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9   AMBA may, in its sole discretion, charge the Customer the Configuration Fees and Installation Fees for the services referred to in section 5 of these OEM Purchase Terms.