

Innoviz Technologies[™]

Terms and Conditions of Sale

Version 8 - Innoviz Products (Engineering Samples)

THESE TERMS AND CONDITIONS OF SALE (THE "**TERMS**") APPLY TO, AND GOVERN, THE EXECUTED ORDERING DOCUMENT (SUCH AS AN *QUOTATION, ORDER FORM, SALES ORDER, OR PROPOSAL*) TO WHICH THEY ARE ATTACHED, HYPERLINKED, OR OTHERWISE INCORPORATED (THE "**QUOTE**"). THESE TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, SUCH QUOTE. THESE TERMS AND THE QUOTE ARE COLLECTIVELY REFERRED TO AS THIS "**AGREEMENT**".

THE AGREEMENT CONSTITUTES A BINDING AGREEMENT BETWEEN **INNOVIZ TECHNOLOGIES LTD.** (OR THE OTHER *INNOVIZ TECHNOLOGIES* ENTITY SPECIFIED IN THE QUOTE, IF APPLICABLE) ("**INNOVIZ**") AND THE CUSTOMER SPECIFIED IN THE QUOTE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

Innoviz and Customer may be collectively referred to herein as the "**Parties**", and each individually as a "**Party**".

1. DEFINITIONS AND INTERPRETATION

"**Documentation**" means Innoviz's user manuals, data sheets and similar materials that are delivered with the Product.

"**Firmware**" means any software embedded or pre-installed within the hardware components of the Product.

"**Innoviz Data**" means any data which is provided to Customer (or that Customer is granted access to) by Innoviz itself or via a commissioned third party in connection with these Terms. Such Data includes without limitation: (a) private information of natural persons such as name, company, address, telephone number, e-mail address etc.; and/or (b) relates to items which were created, collected by or provided to Innoviz and are owned by or in the possession of Innoviz; and/or (c) Innoviz' Confidential Information or Confidential Information of its end customers, suppliers or any other third party, including any Intellectual Property (background IP, foreground IP as well as any IP generated or developed as part of the project to which this Agreement relates); and/or (d) any results or derivative works from processing of Innoviz' Data, including Software Products (regardless of whether in source code or object code) or otherwise.

"**Innoviz Materials**" means, collectively, the Product, Firmware, Software Products, and Documentation.

"**Intellectual Property Rights**" means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, and whether registered or unregistered) in and to any inventions, technology, works of authorship, discoveries, know-how, and/or other intellectual or industrial property, including without limitation patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar rights in confidential information and other non-public information, design rights, industrial property rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-

part, provisionals, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.

"Product" means Innoviz LiDAR system, other hardware components, any work results produced in the course of provision of Professional Services, as well as any related accessories delivered with it (such as cables, interface boxes, etc.) as specified in the Quote. Products shall either be new or refurbished.

"Security Incident" means a single or a series of unwanted or unexpected security events (whether electronic, administrative, or technical) that compromise (or have a probability of compromising) the security or confidentiality of any Innoviz Data or other data within Customer's possession or control.

"Software Product" means any software product (such as *InnovizPlayer*) specified in the Quote (whether for use with the Product or for use on a standalone basis) as well as any software work results produced in the course of provision of Professional Services.

2. **PURCHASE ORDERS**

Following execution of the Quote by Customer, Customer shall issue to Innoviz (to orders@innoviz-tech.com or other designated email address) a purchase order based on the Quote ("**Purchase Order**"). Each Purchase Order must reference the corresponding Quote reference number or ID. A Purchase Order shall become effective and binding on Innoviz following Innoviz's express written approval or execution thereof ("**PO Approval**"). For the avoidance of doubt, Innoviz shall be under no obligation to supply any Product(s) under a Quote or Purchase Order, until PO Approval. Each Purchase Order is hereby incorporated into, and made a part of, this Agreement by reference. Any terms or conditions (whether printed, hyperlinked, or otherwise) in a Purchase Order which purport to modify or supplement these Terms (or the Quote), shall be void and of no effect. To the extent that any Quote terms conflict with any provision of these Terms, the latter shall prevail (unless the Quote specifically overrides said provision).

3. **LICENSE**

3.1. **License**. Customer shall use the Products and Software Products solely in accordance with the Documentation. Subject to the terms and conditions of this Agreement, Innoviz grants Customer a limited, revocable (upon termination), non-exclusive, non-assignable, and non-sublicensable license to:

(a) install and use the Software Products (subject to any quantity, location, duration or other limitations specified in the Quote) and the Documentation solely in connection with Customer's authorized use of the Product ("**Software Product License**"); and

(b) use the Product's copy of the Firmware solely on, and in connection with, the Customer's use of the Product ("**Firmware License**", and together with the Software Product License, the "**License**").

3.2. **Assignment of Firmware License**. Customer may assign the Firmware License once, and only if Customer meets all of the following conditions: (i) the assignment is of the Firmware License as a whole; (ii) the assignment is permanent; (iii) the assignment is to a party in connection with the authorized transfer of ownership to such party of the Product, and such party has read and agreed to the terms and conditions of this Agreement; and (iv) Customer retains no copy (in any medium) of the Firmware.

3.3. **Firmware Updates**. If the Quote specifies that the Product is an engineering or evaluation sample (or similar designation), Innoviz reserves the right (but is not obligated) to send an updated or improved version of the Firmware (a "**Firmware Update**"), and in such cases the Customer agrees to promptly, and in any event by no later than five business days from receiving such updated or

improved version, implement such Firmware Update to the Product's Firmware, and acknowledges that the Firmware License shall be subject to Customer implementing the Firmware Update.

4. RESTRICTIONS

As a condition to the License, and except as expressly permitted otherwise in this Agreement or specified in the Quote, Customer shall not (and shall not encourage or permit any third party to) do any of the following (in whole or in part): (a) reproduce or manufacture any of the Innoviz Materials; (b) sell, assign, transfer, lease, rent, sublicense, distribute, publicly perform, display or communicate, offer as part of a time-sharing, outsourcing or service bureau environment, or otherwise make commercially available, any of the Innoviz Materials; (c) modify, open, alter, adapt, arrange, or translate any of the Innoviz Materials; (d) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) or internal composition (such as wiring, architecture, or chemical composition) of, any of the Innoviz Materials; (e) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in any of the Innoviz Materials; (f) circumvent, disable or otherwise interfere with security-related or technical features or protocols of any of the Innoviz Materials; (g) make a derivative work of any of the Innoviz Materials, or use them to develop any service or product that is the same as (or substantially similar to) them; (h) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt any of the Innoviz Materials; (i) use any of the Innoviz Materials to infringe, misappropriate, or violate any third party's Intellectual Property Rights, or any applicable laws or regulations, or to otherwise engage in any fraudulent activity; or (j) disclose to the public the results of any internal performance testing or benchmarking studies of or about any of the Innoviz Materials without first sending the results and related study(ies) to Innoviz, and obtaining Innoviz's written approval of the assumptions, methodologies and other parameters of the testing or study.

To the extent Customer is given the right, under any law or regulation applicable to Customer, to receive information and/or materials for purposes of making any portion of the Firmware or a Software Product interoperable with other software, and such information and materials are not contained within any Documentation, Customer agrees that it shall first request from Innoviz (in a detailed writing) access to such information and/or materials, and if Innoviz accepts such request, Innoviz may (in its sole discretion) impose additional conditions on such access and use.

In addition, Customer is aware and hereby acknowledges that each Product is protected with special visible and non-visible markings to prevent opening and/or any sort of tampering with the Product. Customer shall ensure that the Product is used only as permitted and hereby acknowledges that any opening and/or tampering shall stop the Product from operating.

5. SUPPORT; MAINTENANCE; PROFESSIONAL SERVICES

Subject to payment by Customer, Innoviz shall provide the Customer with whatever technical support and training services (if any) are specified in the Quote ("**Support Services**"). In the event Customer wishes to receive development, design, implementation, configuration, customization, integration, or other professional services under this Agreement ("**Professional Services**"), such Professional Services shall be set out in sequential *Statements of Work* (that reference the corresponding Quote to which it relates) to this Agreement executed by both Parties (each, an "**SOW**"), and shall be charged in accordance with such SOW. If an SOW does not specify charges, the Professional Services will be charged at Innoviz's then-current rates. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and an SOW, the former shall prevail, unless and to the extent that the SOW expressly overrides a provision hereof.

Support Services and Professional Services: (a) are provided for the benefit of Customer only; (b) may be provided by Innoviz, its corporate affiliates, and/or its third party service providers; and (c) unless expressly agreed otherwise in writing, shall be carried out remotely, and any physical attendance at Customer offices or other locations requested by Customer, if agreed to by Innoviz (for example, in an SOW), shall be charged at Innoviz's then-current rates, and Innoviz shall also be entitled to reimbursement for travel and lodging costs and expenses incurred.

For Professional Services which include development work, Innoviz shall use its commercially reasonable efforts to complete the development work and achieve the desired results. However, it is hereby clarified that Innoviz does not warrant or guarantee that the development will be successful and in any case Innoviz shall be entitled to receive the full payment for its services as non-recurring and nonrefundable fees.

Furthermore, any methods, expertise, concepts, findings, deliverables etc. learned or developed by Innoviz or on its behalf in the course of carrying out the Professional Services shall be owned by Innoviz and Innoviz may use the same for other customers without restriction. This is without prejudice to any scope of rights granted to Customer under this Agreement.

A per specified timelines for Professional Services, any deadlines and/or milestones specified for a given project shall not be binding unless expressly agreed otherwise in writing, and they shall serve as estimations only for purposes of orientation with regard to the project's time schedule. Regardless of whether timelines are binding or not, the adherence to agreed delivery dates and milestones is predicated upon Customer's cooperation to the extent required for the provision of the Services. In the event Customer does not cooperate in a timely manner, delivery deadlines shall be extended accordingly.

For Software Products, maintenance services shall be provided only if specified in the Quote. To the extent maintenance services are included in the Quote, the following shall apply: (1) maintenance shall always start with the beginning of the license contract and shall last for the term specified in the Quote; (2) the services are provided for the latest program version of licensed software only. Any support services for previous program versions shall require a separate agreement between the parties; (3) maintenance shall include updates and/or upgrades as may be available from time to time at Innoviz' discretion. In addition, if Innoviz is contracted to develop any Software Products, Innoviz shall not be responsible for the quality of any third-party software incorporated or used to develop the Software Product, to the extent Customer required the use of that specific third-party software.

6. INTELLECTUAL PROPERTY

As between the Parties, Innoviz is, and shall remain, the sole and exclusive owner of all Intellectual Property Rights in and to Innoviz Materials, as well as any improvements, modifications, and/or derivative works thereof/to (regardless of inventorship or authorship). Any rights not expressly granted in this Agreement are hereby reserved, and except for the License, no Intellectual Property Rights are granted to Customer, whether by implied license, estoppel, patent exhaustion, operation of law, or otherwise. If Customer provides any suggestions or similar feedback to Innoviz or its corporate affiliates concerning any Innoviz Materials ("**Feedback**"), Customer hereby grants to each of Innoviz and its corporate affiliates a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, sublicensable, assignable license to use, reproduce, make (and have made), import, disclose, distribute, create derivative works of, modify, adapt, and otherwise commercially exploit such Feedback without restriction or obligation. Except as required by law, regulation or court order, neither Party shall (except for purposes connected with the performance of its obligations hereunder) disclose or make available to any third party any information or material of the other Party. For the

avoidance of doubt, Quote terms are confidential to Innoviz, and shall not be disclosed outside Customer's organization.

LIMITED WARRANTY

6.1. Limited Warranty. Innoviz warrants that during the Warranty Period (as defined in the applicable Quote), the Product will function substantially in accordance with the specifications set out in the Documentation, and will be free from material defects in materials and workmanship (the "**Warranty**"). In the event of any Warranty breach within the Warranty Period (such Product, a "**Defective Product**"), and provided Customer has notified Innoviz (at support@innoviz-tech.com or other contact information in the Quote) of the defect promptly after discovery thereof, Innoviz shall first determine whether the defect can be resolved via the Support Services, and Customer shall fully cooperate with Innoviz in such efforts. If Innoviz determines that Support Services cannot resolve the defect, Innoviz shall (at its sole option) repair the Defective Product (or part thereof) or replace the Defective Product (or part thereof) with new or refurbished Products or parts (as the case may be). The foregoing service shall be Customer's sole and exclusive remedy, and Innoviz's sole and exclusive liability, for any breach of the Warranty. In the event Innoviz repairs or replaces a Defective Product pursuant to this Section, the above Warranty shall remain in force for the longer of (a) the remainder of the original warranty period; or (b) thirty (30) days from the date of the delivery of the repaired or replacement Product or part (as the case may be).

6.2. Warranty Returns. Defective Products will be returned to Innoviz DDP (Incoterms 2020), shipping charges prepaid. Title to any returned Defective Products will pass to Innoviz upon receipt. No returns will be made without Customer first obtaining a *Return Material Authorization (RMA)* ticket and number ("**RMA Ticket**") from Innoviz. Defective Products returned to Innoviz without an RMA Ticket will be returned unopened, at Customer's sole risk, cost and expense, or otherwise discarded. When requesting an RMA Ticket, Customer shall provide the following information: (a) a detailed description of the nature of the defect, and the reason for the return; (b) model and serial number for each unit to be returned, and (c) applicable Innoviz invoice number and date. The RMA Ticket information (as well as other information and markings instructed by Innoviz) shall be marked on the parcel, which Customer shall package in its original packaging, unless permitted otherwise in writing by Innoviz, in which case Customer shall package it to reasonably accepted commercial standards for electronic equipment. Innoviz will pay shipping charges for delivery of repaired or replaced Products back to Customer, provided that if Innoviz reasonably deems, in its sole discretion, that the returned Defective Products was not covered by the Warranty or was subject to a Warranty Exclusion, Customer will pay all return shipping charges.

6.3. Warranty Service Exclusions. The Warranty excludes, and Innoviz shall have no responsibility hereunder to support, service or respond to, any and all of the following (each, a "**Warranty Exclusion**"): (a) Products that have been opened, tampered with, altered, reconfigured or modified by Customer or any third party other than Innoviz's authorized customer support personnel; or (b) defects or other damage caused by negligence, abuse, neglect, or use other than as specified in the Documentation (including, for the avoidance of doubt and without limitation, improper installation and any misuse), or by natural disasters or other factors beyond the reasonable control of Innoviz. Any services provided by Innoviz in connection with the foregoing shall be charged at Innoviz's then-current rates.

7. WARRANTY DISCLAIMERS

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL INNOVIZ MATERIALS ARE DELIVERED TO CUSTOMER "AS IS", WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET POSSESSION, NON-INFRINGEMENT, TITLE, QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY INNOVIZ AND ITS LICENSORS AND SUPPLIERS.

IN ADDITION, NO REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION IS MADE (A) THAT CUSTOMER'S USE OF ANY OF THE INNOVIZ MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (B) THAT ANY OF THE INNOVIZ MATERIALS WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; (C) REGARDING COMPLIANCE WITH, ANY LAWS OR REGULATIONS OR STANDARDS. CUSTOMER FURTHER ACKNOWLEDGES ALL WARNINGS AND DISCLAIMERS SPECIFIED IN THE DOCUMENTATION; OR (D) THAT ANY FIRMWARE OR SOFTWARE PRODUCT (INCLUDING WITHOUT LIMITATION THEIR RESPECTIVE FUNCTIONS, OUTPUT PROTOCOLS, APIs, AND DRIVERS, AS WELL AS ANY UPDATES AND UPGRADES TO SUCH FIRMWARE OR SOFTWARE PRODUCT) DELIVERED IN CONNECTION WITH THIS AGREEMENT (INCLUDING WITHOUT LIMITATION AS PART OF WARRANTY REPAIRS OR REPLACEMENTS) WILL BE COMPATIBLE WITH ANY CUSTOMER PLATFORM, SYSTEM, APPLICATION, OR OTHER ENVIRONMENT. ALL USE OF THE INNOVIZ MATERIALS IS AT CUSTOMER'S SOLE RISK.

8. LIMITATION OF LIABILITY

8.1. EXCEPT WITH REGARD TO ANY INDEMNITIES HEREIN, OR FOR GROSS NEGLIGENCE OR WILFUL MISCONDUCT (EACH OF THE FOREGOING, AN "**EXCLUDED CLAIM**"), IN NO EVENT WILL INNOVIZ, ITS CORPORATE AFFILIATES, OR ANY LICENSOR OR SUPPLIER OF INNOVIZ, BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR: (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; (B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS; (C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. THE FOREGOING SHALL NOT EXCLUDE OR LIMIT INNOVIZ'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE TO THE EXTENT THAT SUCH LIABILITY CANNOT BY LAW BE LIMITED OR EXCLUDED.

8.2. EXCEPT WITH REGARD TO EXCLUDED CLAIMS, THE COMBINED AGGREGATE LIABILITY OF INNOVIZ AND ANY OF ITS CORPORATE AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO INNOVIZ UNDER THIS AGREEMENT.

THE COMBINED AGGREGATE LIABILITY OF INNOVIZ AND ANY OF ITS CORPORATE AFFILIATES FOR EXCLUDED CLAIMS, SHALL NOT EXCEED THREE (3) TIMES THE AMOUNT ACTUALLY PAID BY CUSTOMER TO INNOVIZ UNDER THIS AGREEMENT.

8.3. THE FOREGOING EXCLUSIONS AND LIMITATION SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF INNOVIZ HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, WHETHER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

9. INDEMNIFICATION

9.1. By Innoviz. Innoviz shall: (a) defend Customer against any third party demand or claim made against Customer alleging that Customer's use of the Product or Software Product in accordance with

this Agreement infringes such third party's copyright or patent (an "**Infringement Claim**"); and (b) indemnify and hold harmless the Customer for any amounts finally awarded against or imposed upon Customer by the court (or otherwise agreed in settlement) under the Infringement Claim, as well as for any out-of-pocket legal expenses (including reasonable attorney's fees) reasonably incurred by Customer under the Infringement Claim. Innoviz will have no liability or obligation under this paragraph with respect to any Infringement Claim arising from: (i) a modification to the Product or Software Product not made by Innoviz; (ii) the combination of the Product or Software Product with any third party product or service, such as use of the Product or Software Product in any manufacturing process; (iii) Innoviz complying with Customer's instructions, designs, or specifications; and/or (iv) any Customer breach under this Agreement. Furthermore, Innoviz's combined aggregate liability under this Section for any and all Infringement Claims shall not exceed twice the amounts actually paid by Customer to Innoviz under this Agreement in the twelve (12) months period immediately preceding the date that the first Infringement Claim arose.

9.2. By Customer. Customer shall: (a) defend Innoviz against any third party demand or claim made against Innoviz resulting from Customer's breach of this Agreement, including without limitation any breach of the License or under Section 4 (*Restrictions*) (a "**Misuse Claim**"); and (b) indemnify and hold harmless Innoviz for any amounts finally awarded against or imposed upon Innoviz by the court (or otherwise agreed in settlement) under the Misuse Claim, as well as for any out-of-pocket legal expenses (including reasonable attorney's fees) reasonably incurred by Innoviz under the Misuse Claim.

9.3. Procedure. As a condition to such defense and indemnification obligations above, the indemnified Party agrees: (A) to provide the indemnifying Party with prompt written notice of the Infringement Claim or Misuse Claim, as applicable (hereinafter, a "**Claim**"); (B) to cede to the indemnifying Party full control of the defense and settlement of the Claim (except that any non-monetary obligation imposed on the indemnified Party under a settlement shall require its prior written consent, not to be unreasonably withheld, conditioned or delayed); (C) to provide the indemnifying Party with all information and assistance reasonably requested by it; and (D) not to admit any liability under (or otherwise compromise) the Claim. The indemnified Party may participate in the defense of the Claim at its own cost and expense.

9.4. Innoviz Efforts. Should the Product or Software Product (in whole or in part) become, or in Innoviz's opinion be likely to become, the subject of a Claim under Section 9.1, then Customer permits Innoviz, at Innoviz's option and expense, to either: (a) obtain for Customer the right to continue using the Product or Software Product (or part thereof); or (b) replace or modify the Product or Software Product (or part thereof) so that its use hereunder becomes non-infringing; *provided, however*, that if (a) and (b) are not, in Innoviz's opinion, commercially feasible, Innoviz may terminate the affected Quote immediately upon written notice to Customer, and shall promptly provide Customer with a pro rata refund of the Product fees paid by Customer under such Quote.

9.5. Sole Remedy. This Section represents Customer's sole and exclusive remedy, and Innoviz's sole and exclusive liability, for any Infringement Claims or other claims of infringement relating to the Product or Software Product.

10. INNOVIZ AS A PUBLIC COMPANY

Customer acknowledges that Innoviz is a publicly traded company, and (i) agrees that, as a public company, Innoviz may be obliged, as part of certain disclosure rules, to disclose the existence of this Agreement and certain of its general terms and conditions and agrees that Innoviz may do so without Customer's prior consent, and (ii) shall adhere with all Innoviz's policies associated thereto, and

further comply with all applicable securities laws. Customer further acknowledges that Innoviz may make available to Customer certain information (financial, commercial or other) or Confidential Information that contains material, non-public information (“**MNPI**”) regarding Innoviz. Customer acknowledges that United States securities laws prohibit any persons who have MNPI regarding a company from purchasing or selling securities of such company or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information. Customer further undertakes and agrees to procure that it, and/or any of its affiliates, employees, representatives or anyone on its behalf, shall not utilize such information in a way which may be considered “inside trading” or in any way which may be considered a violation of the securities laws applicable to Innoviz. The undertakings hereunder shall be binding upon Customer and its respective affiliates, subsidiaries or successors and shall survive the termination of this Agreement.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement (including its validity) shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. If, however, Innoviz is: **Innoviz Technologies, Inc.**, then the above referenced governing law shall be substituted with the “**State of New York, USA**”.

Any claim, dispute or controversy under, or otherwise in connection with, this Agreement shall be subject to the exclusive jurisdiction and venue of the courts located in Tel Aviv-Jaffa, Israel. If, however, Innoviz is **Innoviz Technologies, Inc.**, then the above referenced jurisdiction shall be substituted with the “**New York County, New York**”. Customer hereby irrevocably and unconditionally submits to the personal jurisdiction of such courts and waives any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. Notwithstanding the foregoing, Innoviz reserves the right to seek equitable relief in any court worldwide of competent jurisdiction. **Furthermore, Customer hereby irrevocably and unconditionally waives the right to litigate such claims, disputes, or controversies in court before a jury.**

12. EXPORT COMPLIANCE

12.1. Customer shall not transfer, export, re-export, import, re-import or divert any Innoviz Materials in violation of any export or re-export control laws and regulations (such as the United States' ITAR, EAR, and OFAC regulations), as well as any applicable import and use restrictions, all as then in effect, and shall not transfer, export, re-export, import, re-import or divert any Innoviz Materials to Lebanon, Syria, Iran, Iraq, Sudan, Yemen, Cuba, or North Korea (or other countries specifically designated in writing by Innoviz from time to time). In the event Customer breaches the foregoing sentence (in whole or in part), it shall indemnify and hold harmless Innoviz for any fine or penalty imposed upon Innoviz and/or its corporate affiliates (as well as their respective personnel) as a result of such breach.

12.2. Customer represents and warrants that the information in the End User Statement signed by the Customer relating to the Purchase Order under this Agreement is accurate (i) as at the date of this Agreement and, in addition, (ii) in respect of each Purchase Order issued by the Customer as at the date of issue and in respect of each Statement of Work agreed by the Parties under Section 5 as at the date of agreement. During the currency of this Agreement, the Customer shall notify Innoviz of any facts or circumstances that may cause or have caused the End User Statement to become inaccurate in respect of the Agreement or any Purchase Order or Statement of Work.

12.3. Innoviz is entitled to refuse to perform its obligations under this Agreement insofar as the performance is prohibited or impaired due to legal and/or regulatory changes after the execution of this Agreement, and/or by foreign trade law (including, without limitation, national and international (re-)export control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to this Agreement. In such cases, Innoviz is entitled to withdraw from or to terminate this Agreement to the extent necessary. If a partial performance is excluded for technical or legal reasons or if Innoviz has no interest in a partial performance, the termination will end this Agreement in its entirety.

13. INFORMATION SECURITY

13.1. Customer shall comply with the following: (a) secure Innoviz' Data, the Products, the Deliverables, and any part thereof against Security Incidents; (b) ensure that it applies state-of-the-art security related technical and organizational measures to protect Innoviz' Data; (b) ensure that none of the systems on which Innoviz' Data is stored or otherwise processed, or any of the Deliverables contain any embedded Software Products (as this term defined further herein) which might potentially cause damage (e.g. viruses, worms or trojan horses) contained within driver software or firmware.

13.2. At the occurrence of a Security Incident or suspicion of the same, Customer shall: (a) immediately notify Innoviz in writing of any Security Incident at cybersecurity@innoviz-tech.com, and coordinate with Innoviz to investigate, and mitigate the effects of, the Security Incident; (b) support Innoviz in the recovery of Innoviz' Data; (c) indemnify and hold harmless Innoviz and its Affiliates for any direct loss, damage, penalty, fine, cost, expense (including reasonable attorney's fees), and/or other liability arising from the Security Incident.

14. MISCELLANEOUS

This Agreement represents the entire agreement between Innoviz and Customer with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between Innoviz and Customer with respect to such subject matter. Customer acknowledges and agrees that in entering into this Agreement it has not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement. Any amendment to this Agreement must be in writing signed by an authorized representative of each Party. The language of this Agreement is expressly agreed to be the English language. Innoviz may assign this Agreement (or any of its rights and obligations hereunder), without restriction or further obligation. This Agreement is personal to Customer, and Customer shall not assign this Agreement (or any of its obligations or rights thereunder) without Innoviz's express prior written consent. Any prohibited assignment shall be null and void. Subject to the foregoing, this Agreement binds and benefits each Party and its respective successors and assigns. At Innoviz's sole discretion, any Innoviz obligation hereunder may be performed (in whole or in part), and any Innoviz right or remedy may be exercised (in whole or in part), by a corporate affiliate of Innoviz. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision. Except as stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies. Innoviz may use Customer's name and logo on Innoviz's website and in

its promotional materials to indicate that Customer is a customer of Innoviz. No failure or delay on the part of any Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by Customer, emails will be acceptable; for waivers by Innoviz, the writing must be duly signed by an authorized representative of Innoviz), and shall be valid only in the specific instance in which given. The relationship of the Parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the Parties. All notices or other communications provided for in this Agreement shall be in writing and shall be given in person, by courier, by facsimile, electronic mail or by registered or certified mail, postage prepaid, addressed as set forth in the Quote. All notices and other communications delivered in person or by courier service shall be deemed to have been given as of one business day after sending thereof, those given by facsimile transmission with confirmation or receipt shall be deemed to have been given as of the date of transmission thereof (provided that such date is a business day in the country of receipt and if not, the next business day) and all notices and other communications sent by registered mail shall be deemed given three (3) days after posting. Notices sent by electronic mail shall be deemed received upon receipt of such electronic mail message. Except as expressly stated otherwise herein, there shall be no third-party beneficiaries of or under this Agreement. Neither Party shall have any liability for any performance (excluding payment obligations) under this Agreement that is prevented, hindered, or delayed by reason of an event of Force Majeure (defined below). The Party so affected shall be excused from such performance to the extent that, and for so long as, performance is prevented, interrupted, or delayed by the Force Majeure. If and when performance is resumed, all dates specified under this Agreement shall be automatically adjusted to reflect the period of such prevention, interruption, or delay by reason of such Force Majeure. For purposes of this Agreement, an event of "**Force Majeure**" shall be defined as: (A) fire, flood, earthquake, explosion, pandemic or epidemic (or similar regional health crisis), or act of God; (B) strikes, lockouts, picketing, concerted labor action, work stoppages, other labor or industrial disturbances, or shortages of materials or equipment, or failure of (or delay in) delivery by Innoviz's suppliers or carriers; (C) invasion, war (declared or undeclared), terrorism, riot, insurrection, or civil commotion; (D) an act of governmental or quasi-governmental authorities (such as lockdowns); (E) failure of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, shortage of adequate power or transportation facilities; and/or (F) any matter beyond the reasonable control of the affected Party.



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