

Innoviz Technologies™ Website Terms of Use

Last updated: August 22, 2017

Welcome to www.innoviz.tech (together with its subdomains, Content and Marks, each as defined below, the "Site"). Please read the following Terms of Use (the "**Agreement**") carefully before using this Site so that you are aware of your legal rights and obligations with respect to Innoviz Technologies Ltd. ("**Innoviz**", "**we**", "**our**" or "**us**"). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, this Agreement, together with the Privacy Policy which is hereby incorporated into this Agreement by reference (the date of such acceptance, the "**Effective Date**"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not access or use the Site.

1. **Modification.** We reserve the right, at our discretion, to modify this Agreement at any time. Such modification will be effective ten (10) days following posting of the revised Agreement on the Site, and your continued use of the Site thereafter means that you accept those modifications.
2. **Ability to Accept.** The Site is only intended for individuals aged thirteen (13) years or older. If you are under 13 years please do not visit or use the Site. If you are between 13 and 18 years of age, then you must review this Agreement with your parent or guardian before visiting or using the Site to make sure that you and your parent or guardian understand this Agreement and agrees to them.
3. **Site Access.** For such time as this Agreement is in effect, we hereby grant you a personal, limited, non-exclusive, non-assignable, non-sublicensable, revocable right to access and use the Site solely for your own personal and non-commercial use, and provided that you comply with this Agreement. Except for the foregoing right, Innoviz does not grant you any right or licenses to any of Innoviz's or a third party's Intellectual Property Rights.
4. **Restrictions.** As a condition to your right to access and use the Site, you shall not (and shall not permit or encourage any third party to) do any of the following: (a) copy or reproduce the Site; (b) sell, assign, lease, lend, rent, distribute, or make available the Site to any third party, or otherwise offer or use the Site in a time-sharing, outsourcing, or service bureau environment; (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces) of, the Site; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Site; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Site; (f) make a derivative work of the Site, or use the Site to develop any service or product that is the same as (or substantially similar to or competitive with) the Site; (g) publish or transmit any robot, virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Site; (i) take any action that imposes or may impose (at Innoviz's sole discretion) an unreasonable or disproportionately large load on the Site infrastructure, or otherwise interfere (or attempt to interfere) with the integrity or proper working of the Site; and/or (j) use the Site to infringe, misappropriate or violate any third party's Intellectual Property Rights (as defined below), or any law.
5. **Payments to Innoviz.** Your right to access and use the Site is currently for free, but Innoviz may in the future charge a fee for certain access or usage. You will not be charged for any such access or use of the Site unless you first agree to such charges,

but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Site.

6. **Linking.** Innoviz permits you to link to the Site provided that: (i) you link to (but do not replicate) any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with Innoviz or present any false information about Innoviz, and shall not imply in any way that we are endorsing you or any services or products, unless we have given you our express prior consent to do so; (iv) you shall not link from a website which prohibits linking to third parties; (v) the website from which you link to the Site does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any Intellectual Property Rights; and/or (vi) you, and your website, comply with this Agreement and applicable law.

7. Intellectual Property Rights.

- 7.1. **Content and Marks.** The (i) content and information on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, links, interactive features, and services (collectively, the "**Content**"), and (ii) the trademarks, service marks, trade names, service names, trade dress, symbols, brands, and logos contained therein ("**Marks**"), are the property of Innoviz and/or its licensors and may be protected by Intellectual Property Rights laws and treaties. "*Innoviz Technologies*TM", "*Innoviz*TM", the Innoviz logo, *InnovizPro*TM, *InnovizOne*TM and other marks are Marks of Innoviz or its affiliates. All other Marks used or appearing on the Site are the Marks of their respective owners. We reserve all rights not expressly granted in and to the Site.

- 7.2. **Use of Content.** Content on the Site is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein. In any event you wish to use, publish, copy, distribute, transmit, broadcast, display or otherwise exploit such Content, please be in touch with us at marketing@innoviz.tech in order to receive our written consent.

"**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 technology and other intellectual property (such as the Content), and includes without limitation patents, copyright and similar authorship rights, personal rights (such as moral rights, rights of privacy, and publicity rights), architectural, building and location (and similar geography-based) rights, mask work rights, trade secret and similar confidentiality rights, design rights, industrial property rights, trademark, trade name, trade dress and similar branding rights, as well as: (a) all applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions or reissues of the foregoing rights; and (b) all goodwill associated with the foregoing rights. .

8. Third Party Content.

- 8.1. The Site may present, or otherwise allow you to view, access, link to, and/or interact with, Content from third parties and other sources that are not owned or controlled by Innoviz (such Content, "**Third Party Content**"). The Site may also enable you to communicate with the related third parties. The display or communication to you of such Third Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by Innoviz of such Third Party Content or third party, or by such third party of Innoviz, and nor any affiliation between Innoviz and such third party. Innoviz does not assume any responsibility or liability for Third Party Content, or any third party's terms of use,

privacy policies, actions, omissions, or practices. Please read the terms of use and privacy policy of any third party that you interact with before you engage in any such activity.

- 9. Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with our privacy policy which is available at <http://www.Innoviz.tech/privacy>. You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.

10. Warranty Disclaimers.

- 10.1. This section applies whether or not the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so that extent certain exclusions set forth herein may not apply.
- 10.2. THE SITE (WHICH, FOR CLARITY, INCLUDES WITHOUT LIMITATION CONTENT AND MARKS) IS PROVIDED AND MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, 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 OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, QUALITY OF SERVICE, NON-INFRINGEMENT, 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. YOU AGREE THAT INNOVIZ WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS.
- 10.3. IN ADDITION, NEITHER INNOVIZ NOR ITS LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE SITE; (B) THAT YOUR USE OF, OR RELIANCE UPON, THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) THAT THE SITE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE OR VIRUS-FREE, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY GOVERNMENT REGULATIONS OR STANDARDS
- 10.4. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, INNOVIZ DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

11. Limitation of Liability.

- 11.1. IN NO EVENT SHALL INNOVIZ OR ANY OF OUR LICENSORS OR SUPPLIERS 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.
- 11.2. THE AGGREGATE LIABILITY OF INNOVIZ UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE LOWER OF: (A) FIVE U.S. DOLLARS (US \$5), AND (B) THE AMOUNTS ACTUALLY PAID BY YOU (IF ANY) TO INNOVIZ DURING THE **THREE (3) MONTHS** IMMEDIATELY PRECEDING THE DATE ON WHICH YOU BRING YOUR CLAIM.
- 11.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS 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, INCLUDING WITHOUT LIMITATION NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT OR TORT LIABILITY.
- 11.4. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to you, such exclusions and limitations shall not apply. Furthermore, nothing in this Agreement shall be deemed to exclude or limit liability for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.
- 12. Indemnity.** You agree to defend, indemnify and hold harmless Innoviz and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; or (ii) your breach of any provision of this Agreement.
- 13. Term and Termination.**
- 13.1. This Agreement commences on the Effective Date and shall continue in full force and effect until terminated in accordance herewith (the "**Term**").
- 13.2. Innoviz reserves the right to immediately terminate this Agreement, or otherwise modify, suspend or discontinue your access to and use of the Site (or any part thereof), for any reason whatsoever, at any time, and without notice or obligation to you, and you agree that Innoviz shall have no liability to you or any third party for any such termination, modification, suspension, or discontinuance.
- 13.3. You may terminate this Agreement at any time and for any reason, but only by giving Innoviz ten (10) days' prior written notice, at marketing@innoviz.tech. If you object to any term or condition of this Agreement or any subsequent changes thereto, or become dissatisfied with the Site in any way, your sole remedy is to terminate this Agreement.
- 14. Consequences of Termination and Survival.** Upon termination of this Agreement your right to access and use the Site will automatically terminate and be deemed revoke. Sections 7 (Intellectual Property Rights) through 22 (Entire Agreement) inclusive shall survive any termination of this Agreement. Termination shall not affect any rights and obligations accrued as of the effective date of termination.
- 15. Independent Contractors.** You and Innoviz are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between you and Innoviz. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Innoviz.
- 16. Assignment.** Innoviz may assign this Agreement (or any of its rights and/or obligations hereunder) without your consent, and without notice or obligation to you. This Agreement is personal to you, and you shall not assign (or in any other way transfer)

this Agreement (or any of your obligations or rights hereunder) without Innoviz's express prior written consent. Any prohibited assignment shall be null and void.

17. Governing Law. This Agreement (including without limitation its validity and formation) shall be governed by, and construed in accordance with, the laws of the State of New York, USA without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement and are hereby disclaimed.

18. Dispute Resolution.

Please read this Section carefully.

18.1. Mandatory, Bilateral Arbitration. YOU AND INNOVIZ AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT (EACH, A "**Dispute**") SHALL BE RESOLVED ONLY BY FINAL AND BINDING BILATERAL ARBITRATION, except that each party retains the right to bring an individual action in a small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's Intellectual Property Rights. This agreement to arbitrate is intended to be broadly interpreted.

(A) Arbitration Rules and Governing Law

- Notwithstanding your and Innoviz's agreement that New York law governs this Agreement and its validity, interpretation and application, you and Innoviz hereby further agree that the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("**FAA**") applies to this agreement to arbitrate, and governs all questions of whether a Dispute is subject to arbitration.
- Unless you and Innoviz expressly agree otherwise in writing in respect of a Dispute, the arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"), pursuant to JAMS Streamlined Arbitration Rules and Procedures ("**JAMS Streamlined Rules**"), as modified by this Agreement (that is, the terms of this Section **Error! Reference source not found.** govern if they conflict with any of the JAMS Streamlined Rules), and consistent with the *JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness* ("**JAMS Consumer Fairness Standards**"). The arbitrator must honor the terms and conditions of this Agreement (including without limitation all liability exclusions and limitations), and can award damages and relief, including any attorneys' fees authorized by law. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND INNOVIZ ARE HEREBY EACH IRREVOCABLY WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION (OR OTHER CLASS-WIDE PROCEEDING).
- Notwithstanding JAMS Streamlined Rule 8(b), you and Innoviz agree that any dispute as to the arbitrability of a Dispute brought by either you or Innoviz shall be resolved by a court of competent jurisdiction.

(B) No Class Arbitrations

- THIS ARBITRATION AGREEMENT DOES NOT ALLOW CLASS ARBITRATIONS EVEN IF THE JAMS STREAMLINED RULES (OR OTHER PROCEDURES OR RULES OF JAMS) WOULD. RATHER, YOU AND INNOVIZ ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL BASIS. FURTHER, AND UNLESS YOU AND INNOVIZ EXPRESSLY AGREE OTHERWISE IN WRITING IN RESPECT OF A DISPUTE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S

DISPUTE WITH ANY OTHER PARTY'S DISPUTE(S), AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

(C) **The Arbitrator's Decision**

- The arbitrator will render an award in accordance with JAMS Streamlined Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. In the event any litigation should arise between you and Innoviz in any court of competent jurisdiction in a proceeding to vacate or enforce an arbitration award, YOU AND INNOVIZ HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the proceeding be resolved by a judge. The arbitrator may award declaratory or injunctive relief only in favor of the plaintiff/claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Innoviz will not seek, and hereby waives all rights Innoviz may have under applicable law, to recover attorneys' fees and expenses if Innoviz prevails in arbitration, unless you assert a frivolous claim.
- The arbitrator's decision and award is final and binding, with some exceptions under the FAA.

(D) **Location and Fees**

- Unless you and Innoviz expressly agree otherwise in writing, the arbitration will take place in-person at the following locations: (a) if you are a resident of a country in North America, Central America or South America, the arbitration will take place in New York City, New York, USA; or (b) if you are a resident of any other country in the world, the arbitration will take place in Tel Aviv-Jaffa, Israel. In the event JAMS indicates that it is unable to provide, or arrange for, an arbitrator in Israel, you agree that the arbitration will be held in New York City, New York, USA.
- If you initiate an arbitration for a Dispute, you will be required to pay \$250 of the fee required to initiate the arbitration and Innoviz will pay any remaining JAMS Case Management Fees and all professional fees for the arbitrator's services; you will remain responsible for your respective costs relating to counsel, experts, witnesses, and travel to the arbitration.
- If Innoviz initiates an arbitration for a Dispute, Innoviz will pay all administrative fees and costs related to the arbitration, including all professional fees for the arbitrator's services; you will remain responsible for your costs relating to counsel, experts, witnesses, and travel to the arbitration.

(E) **Small Claims Court**

Notwithstanding the foregoing, either party may bring an individual action in a small claims court for Disputes within the scope of such court's jurisdiction. This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Innoviz on your behalf.

18.2. **Opting Out of this Mandatory Arbitration.** You can decline this agreement to arbitrate by contacting marketing@innoviz.tech within thirty (30) days of the Effective Date and stating that you (include your first and last name, as well as your mailing address) decline this arbitration agreement. Furthermore, and notwithstanding the provisions regarding modification of the Agreement, if Innoviz changes this *Dispute Resolution* Section after the Effective Date (or the date you accepted any subsequent

changes to this Agreement), you may reject any such change by providing Innoviz written notice of such rejection to marketing@innoviz.tech within thirty (30) days of the date such change became effective, as per the terms of this Agreement. In order to be effective, the notice must include your full name and clearly indicate your intent to reject the change(s) to this *Dispute Resolution* Section. By rejecting such change(s), you are agreeing that you will arbitrate any Dispute between you and Innoviz in accordance with the provisions of this *Dispute Resolution* Section as of the Effective Date (or the date you accepted any subsequent changes to this Agreement), unless you declined this arbitration agreement in the manner described above.

- 18.3. **Limitation on Claims.** Regardless of any law to the contrary, any claim or cause of action arising out of, or related to, this Agreement must be filed within one (1) year after such claim or cause of action arose, or else you agree that such claim or cause of action will be barred forever.
- 18.4. **Confidentiality of Disputes.** All aspects of the arbitration proceeding, including but not limited to the decision and award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain its confidentiality, unless (and in such cases, only the extent) otherwise required by applicable law. This paragraph shall not prevent a party from submitting to a court of competent jurisdiction any information necessary to enforce an arbitration award, or to seek equitable relief.
19. **Severability.** 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.
20. **Remedies.** Except as may be expressly 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.
21. **Waiver.** 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 you, 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.
22. **Entire Agreement.** This Agreement represents the entire agreement between Innoviz and you 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 you and Innoviz with respect to such subject matter. You acknowledge and agree that in entering into this Agreement you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement; for example, statements and explanations in any FAQs or other marketing material on the Site (defined below) are for convenience only, and are not binding or a part of this Agreement.