

SigOpt, Inc. Terms of Service Agreement

(Version June 2023)

This Terms of Service Agreement (“**Agreement**”) is a legally binding contract between SigOpt, Inc., a Delaware corporation (“**SigOpt**,” “**we**,” “**us**,” “**our**”) and you, or the company or other legal entity that you represent and warrant you have the legal authority to bind, (each, “**you**” or “**your**”) with respect to your use of our services, APIs, websites, and software (collectively the “**Service**”). It is important that you carefully read and understand the terms and conditions of this Agreement. BY ACCESSING OR USING THE SERVICE OR CLICKING ON THE CHECKBOX TO INDICATE YOUR AGREEMENT TO THESE TERMS AND CONDITIONS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR DO NOT HAVE THE LEGAL AUTHORITY OR REQUIRED AGE IN YOUR JURISDICTION TO AGREE TO THEM, DO NOT ACCESS OR USE THE SERVICE AND DO NOT CLICK THE CHECKBOX TO INDICATE YOUR AGREEMENT TO THESE TERMS AND CONDITIONS.

1. Your Account for the Service

In order to use the Service, you need to register and create an account with SigOpt. You agree to (a) provide accurate, current, and complete information and (b) maintain and update your information to keep it accurate, current, and complete. You acknowledge that, if any information provided by you is inaccurate, not current, or incomplete, we may terminate this Agreement and your use of the Service. By providing SigOpt with your email address or other contact information, you consent to our use of this information to send you Service-related notices and other administrative notices, including any notices required by law.

Personally-identifiable information (“**Personal Information**”) that you submit to SigOpt through account creation or use of the Services is governed by Intel Corporation’s (“**Intel**”) Privacy Notice, found at <https://www.intel.com/content/www/us/en/privacy/intel-privacy-notice.html>, which describes how we collect, process, and disclose your Personal Information. By accessing and using the Service, you acknowledge that you have read and understand Intel’s Privacy Notice.

You are solely responsible for any activity that occurs on your account. You must keep your account credentials (including username and password) secure at all times. You must not share your account with any third parties without SigOpt’s prior written consent. You must notify SigOpt immediately of any breach or suspected breach of security or unauthorized use of your account. SigOpt will not be liable for any losses caused by any unauthorized use of your account.

2. Your Use of the Service

You may not use the Service, or assist or encourage any other party, to engage in any of the following prohibited activities:

- Submitting to the Service or to SigOpt any Personal Information, except as necessary for the establishment of your account;
- Submitting to the Service or to SigOpt any other information that may be protected from disclosure by applicable law;
- Collecting or harvesting any Personal Information, including account names or other information about users from the Service;
- Transmitting any trade secret or other material, non-public information about any person, company, or entity without the authorization to do so;

- Publishing, transmitting, distributing, or storing content, material, information, or data that (a) is illegal, obscene, defamatory, libelous, threatening, harassing, abusive, or hateful or that advocates violence or threatens the health of others; (b) is harmful to or interferes with the Service or any third party's networks, equipment, applications, services, or websites (e.g., viruses, worms, Trojan horses, etc.); (c) infringes, dilutes, misappropriates, or otherwise violates any privacy, intellectual property, publicity, or other personal rights including, without limitation, copyrights, patents, trademarks, trade secrets, or other proprietary information (including unauthorized use of domain names); or (d) is fraudulent or contains false, deceptive, or misleading statements, claims, or representations (such as "phishing");
- Attempting to disrupt, degrade, impair, or violate the integrity or security of the Service or the computers, services, accounts, or networks of any other party (including, without limitation, "hacking," "denial of service" attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of SigOpt internet protocol space;
- Taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- Copying, framing, mirroring, distributing or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping";
- Permitting any third party to access the Service;
- Sublicensing selling, renting, leasing, transferring, assigning, or conveying any rights under this Agreement to any third party, except as expressly permitted herein;
- Using, copying, modifying, creating a derivative work of, reverse engineering, decompiling, or otherwise attempting to extract the source code of the software underlying the Service or any part thereof, unless expressly permitted or required by law, and in any case, without providing prior written notice to SigOpt;
- Accessing any content on the Service through any technology or means other than those provided or authorized by the Service;
- Bypassing measures to prevent or restrict access to the Service, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein;
- Using any automated system, including, without limitation, "robots," "spiders," "offline readers," etc., to access the Service;
- Accessing the Service for purposes of monitoring its availability, performance, or functionality;
- Executing any form of network monitoring or running a network analyzer or packet sniffer or other technology to intercept, decode, mine, or display any packets used to communicate between the Service's servers or any data not intended for you;
- Using the Service for any commercial solicitation purposes;
- Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- Violating any applicable law, statute, ordinance, or regulation, or encourage any conduct that could constitute a criminal offense or give rise to civil liability; and/or
- Removing any copyright, trademark, or other proprietary rights notices contained in or on the Service.

Improper use of the Service may result in termination of your access to and use of the Service, and/or civil or criminal liabilities. You agree to use the Service in accordance with all applicable laws.

3. Access to the Service; Rights Needed from You; Ownership Rights

A. Your Access to the Service. Subject to the terms and conditions of this Agreement, SigOpt authorizes you to access and use the Service solely for your internal business purposes. SigOpt reserves all rights not expressly granted herein in the Service.

B. Rights Needed from You.

- **Customer Data**. You expressly grant, and you warrant that you have all rights necessary to grant, to SigOpt, a royalty-free, fully paid-up, sublicensable (through multiple tiers of sublicensees), transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, distribute, modify, reproduce, publicly display, publicly perform, and create derivative works of any information, data, materials, or content you provide to SigOpt, excluding Personal Information (“**Customer Data**”) for the purposes of (a) providing the Service, or (b) developing, maintaining, supporting, or improving the Service.
- **Feedback**. If you provide suggestions, feedback, or other input to SigOpt concerning the functionality and performance of the Services, including, without limitation, identifying potential errors and improvements (“**Feedback**”), then you hereby grant SigOpt a worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable (through multiple tiers of sublicensees), transferable, perpetual, irrevocable, right and license to reproduce, distribute, create derivative works of, publicly display, publicly perform, disclose, make, have made, use, sell (directly or indirectly), offer for sale or disposition, import, dispose of, and otherwise exploit such Feedback for any purpose without restriction, provided that SigOpt shall not attribute such Feedback to you, or otherwise refer to or identify you in connection with such activities. You will not provide or disclose any Feedback to SigOpt that you do not have the right to provide or disclose.
- **Resultant Data**. Notwithstanding anything to the contrary, SigOpt may collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (collectively, “**Resultant Data**”), and SigOpt will be free (during and after the term of this Agreement) to (i) use such Resultant Data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and other SigOpt offerings, and (ii) disclose such Resultant Data solely in aggregated and anonymized or other de-identified form in connection with its business.

C. Our Ownership Rights. The Service is owned and operated by SigOpt and its suppliers, and the Service (and any intellectual property and other rights relating thereto) is and will remain the property of SigOpt and its suppliers. The Service is protected by U.S. and international copyright, trademark, and other laws. The Service may be used solely (a) to the extent permitted in this Agreement or (b) as expressly authorized in writing by SigOpt. Use of the Service for any other purpose is strictly prohibited. You do not acquire any ownership rights by using the Service. The trademarks, logos, and service marks displayed on the Service (collectively, the “**SigOpt Trademarks**”) are the registered and unregistered trademarks of SigOpt and its suppliers, and/or other third parties. Nothing contained in this Agreement or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any SigOpt Trademark(s) without the express written permission of SigOpt, its suppliers, or the third-party owner of any such SigOpt Trademark.

D. Your Ownership Rights. Subject to the rights granted to SigOpt in this Agreement, as between you and SigOpt, you own and retain all right, title, and interest in and to your Customer Data.

4. The Service.

You are authorized to use the Service in accordance with the terms and conditions of this Agreement for the term authorized by SigOpt or until otherwise terminated by SigOpt. SigOpt does not guarantee that future versions of the Service will be made available under the same terms, or be provided at all. You

acknowledge that the Service may not be complete or fully functional and may contain bugs, errors, omissions and other problems. SigOpt provides no warranty, indemnity, support, or maintenance with respect to the Service and has no liability to you with regard to them. Community-driven support is available at <https://community.sigopt.com/> “**Community Support.**” Your use of, or reliance on Community Support is solely at your own risk and SigOpt has no liability to you with regard to such support.

5. Term & Termination

A. Term. This Agreement is effective from the date on which you first agree to its terms, access the Service or submit any Customer Data to SigOpt, whichever is earlier, and it shall remain effective until your rights to access the Service expire or this Agreement is terminated in accordance with Sections 5.B or 5.C below.

B. Expiration or Termination of Service. SigOpt may immediately terminate this Agreement, and/or your access to and use of the Service, or any portion thereof, at any time and for any reason, with or without cause or prior notice. SigOpt may also terminate this Agreement immediately if you fail to comply with any term or provision of this Agreement. You may terminate this Agreement at any time by contacting us and terminating your account. Until you terminate your account, you are responsible for any activity by anyone using your account. Upon termination of this Agreement by either party, your right to use the Service shall immediately cease.

C. Service Discontinuation. SigOpt reserves the right at any time to modify or discontinue, temporarily or permanently, the Service, or any part or portion thereof, to you with or without notice to you. You agree that we shall not be liable to you or to any third party for discontinuance of the Service, or any part or portion thereof. Nothing in this Agreement shall be construed to obligate SigOpt to maintain and support the Service, or any part or portion thereof, during the term of this Agreement.

E. Survival. Upon termination or expiration of this Agreement for any reason, Sections 3.B, 3.C, and 3.D, 5.E, 6, 7, 8, 11, 13, and 14 shall survive.

6. No Warranties. Disclaimers

THE SERVICE IS PROVIDED “AS IS” AND “WITH ALL FAULTS” AND SIGOPT, INTEL AND THEIR RESPECTIVE SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

SIGOPT, INTEL AND ITS SUPPLIERS ALSO DISCLAIM ALL WARRANTIES, REPRESENTATIONS, OR GUARANTEES THAT THE SERVICE, OR YOUR USE OF THE SERVICE, WILL BE UNINTERRUPTED, COMPLETE, ACCURATE, CURRENT OR UP-TO-DATE, RELIABLE, ERROR-FREE, SECURE, OR THAT ANY PROBLEMS WILL BE CORRECTED, OR THAT THE SERVICE, OR ANY INFORMATION, DATA, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM THE SERVICE, IS FREE OF VIRUSES OR OTHER HARMFUL CODE. WE DO NOT WARRANT, REPRESENT, OR MAKE ANY GUARANTEE REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE SERVICE AND YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE, AND YOUR RELIANCE THEREON.

7. Limitation of Liability

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER SIGOPT, INTEL NOR ANY OF THEIR RESPECTIVE SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SERVICE, AND/OR ANY LINKED WEBSITE, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. IN ANY EVENT, SIGOPT'S, INTEL'S AND THEIR RESPECTIVE SUPPLIERS' MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE TO INTEL BY YOU FOR THE SERVICE FOR THE PROCEEDING 12 MONTHS FROM THE DATE THE CLAIM AROSE FOR THE SERVICE THAT IS THE SUBJECT OF AND DIRECTLY AFFECTED BY THE CLAIM, REGARDLESS OF WHETHER INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES OR WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT; THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT INCREASE THE LIMIT. NEITHER SIGOPT, INTEL NOR ANY OF THEIR RESPECTIVE SUPPLIERS HAVE ANY LIABILITY TO YOU FOR ANY DAMAGES, EXPENSES, OR OTHER LIABILITIES INCURRED BY YOU AS A RESULT OF ANY INACCURACY, INCOMPLETENESS, OR MISREPRESENTATION OF ANY INFORMATION, CONTENT, POSTINGS, OR SUBMISSIONS PROVIDED OR POSTED ON THE SERVICE BY THIRD PARTIES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. Indemnification

You (and also any third party for whom you operate an account on the Service) agree to fully indemnify, defend, and hold SigOpt, Intel, and their respective suppliers, licensors, agents, successors, and assigns, and our and their directors, officers, employees, consultants, and other representatives ("**SigOpt Parties**") harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from: (a) your breach of this Agreement; (b) any allegation that any Customer Data or other materials you submit to us or transmit to the Service infringe, misappropriate, or otherwise violate the copyright, patent, trademark, trade secret, or other intellectual property or other rights of any third party; (c) your activities in connection with the Service or other websites to which the Service is linked; (d) your negligence or willful misconduct; (e) your use of the results, content, data, or information provided via the Service; (f) any service or product offered by you in connection with or related to your use of the Service; and/or (g) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities.

9. Location of Service Provider

The Service is operated from the United States. If you are located outside of the United States and choose to use the Service or provide your Customer Data and/or Personal Information to us, your Customer Data and/or Personal Information will be transferred, processed, and stored in the United States. U.S. privacy laws may not be as protective as those in your jurisdiction. Your agreement to the terms of this Agreement followed by your submission of your Customer Data and/or Personal Information in connection with the Service represents your agreement to this practice. If you do not want your Customer Data and/or Personal

Information transferred to or processed or stored in the United States, you should not use the Service. Use of the Service by users outside of the United States is at your own risk.

10. Notice for California Users

Under California Civil Code Section 1789.3, California Service users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

11. Choice of Law and Forum

All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will in all respects be governed by, and construed and interpreted under the laws of the State of Delaware or under the choice of law set forth in your Master Services Agreement with SigOpt. **The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement.** All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will be subject to the exclusive jurisdiction and venue of the federal or state courts located in the State of Delaware.

12. U.S. Government Restricted Rights

The Service shall be deemed "commercial computer software" pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Service by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

13. Export

You acknowledge that the Services and all related technical information are subject to export controls and you agree to comply with all laws and regulations of the United States and other applicable governments governing export, re-export, import, transfer, distribution, and use of the Services. In particular, but without limitation, the Services may not be exported or re-exported (i) into any U.S. embargoed countries or (ii) to any person or entity listed on a denial order published by the U.S. government or any other applicable governments. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Services for, or sell or transfer them to a third party who is known or suspected to be involved in, any purposes prohibited by the U.S. government or other applicable governments, including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons.

14. Miscellaneous

A. Entire Agreement. This Agreement contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Agreement, and supersedes all prior and contemporaneous proposals, agreements, understanding, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter. Each party acknowledges and agrees that in entering into this Agreement it has not relied on, and will not be entitled to rely on, any oral or written representations, warranties, conditions, understanding, or communications between the parties that are not expressly set forth in this Agreement. The express provisions of this Agreement control over any course of performance, course of dealing, or usage of the trade inconsistent with any of the provisions of this Agreement. The provisions of this Agreement will

prevail notwithstanding any different, conflicting, or additional provisions that may appear on any purchase order, acknowledgement, invoice, or other writing issued by either party in connection with this Agreement. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. Neither this Agreement nor any right, obligation, or remedy hereunder is assignable, transferable, delegable, or sublicensable by you except with SigOpt's prior written consent, and any attempted assignment, transfer, delegation, or sublicense shall be null and void. SigOpt may assign, transfer, or delegate this Agreement or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Except as explicitly stated otherwise, legal notices shall be served on SigOpt at legal@sigopt.com (in the case of SigOpt) or to the e-mail address you have designated on your account (in your case). Notice to you shall be deemed given 24 hours after the e-mail is sent. Any heading, caption, or section title contained in this Agreement is inserted only as a matter of convenience, and in no way defines or explains any section or provision. If you have entered into a separate written agreement with SigOpt with regard to your use of the Service, then that agreement will take precedence over this Agreement.

B. Changes to this Agreement. We reserve the right, at any time, with or without cause, to: (a) change the terms and conditions of this Agreement; (b) change the Service, including eliminating or discontinuing any service or other feature of the Service; or (c) deny or terminate your use of and/or access to the Service. Any changes we make will be effective immediately upon our making such changes available on the Service or otherwise providing notice thereof. You agree that your continued use of the Service after such changes constitutes your acceptance of such changes.

C. Severability. The parties intend that if a court holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

D. Third-Party Links. The Service may contain links to other websites for your convenience. We do not control the linked websites, or the content provided through such websites, and we have not reviewed, in their entirety, such websites. Your use of linked websites is subject to the privacy practices and terms of use established by the specific linked website, and we disclaim all liability for such use. The fact that we offer such links does not indicate any approval or endorsement by us of any linked website or any material contained on any linked website, and we disclaim any such approval or endorsement.

E. Compliance with Laws. Each party agrees to comply with the laws, rules, and regulations applicable to their obligations under this Agreement.

The Service is Operated By

SigOpt Inc.
315 Montgomery St.
10th Floor, Suite 1016a
San Francisco, CA 94104
USA Phone: (562) 774-4678

Effective June 2023