OUSTER, INC.

MANUFACTURER’S TERMS OF SALE

As a condition to receipt of any products (“Ouster Product(s)”) manufactured by or on behalf of Ouster, Inc. (“Ouster”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned below (“Customer”) acknowledges and agrees to the following terms and conditions (“Manufacturer’s Terms of Sale”):

1. Intellectual Property Rights. Ouster shall retain all intellectual property rights covering or embodied in the Ouster Products and any Improvements thereto. Customer receives no right or license, by implication, estoppel or otherwise, to any intellectual property rights under this Agreement.
2. No Reverse Engineering. Customer acknowledges that all internal hardware, software, and functionality not readily visible from external view of the Ouster Product constitute trade secrets of Ouster and, accordingly, Customer agrees not to, nor permit any third party to: (i) reverse engineer any Ouster Product (including any hardware, firmware, or software embedded in any Ouster Product); (ii) disassemble any Ouster Product, including by removing any software, components or parts of components from such Ouster Product or its respective housings; (iii) decompile, disassemble or otherwise attempt to derive the source code, algorithms, models, designs, or architecture underlying any Ouster Product including any software therein; (iv) copy or make any reproduction of any Ouster Product in whole or in part; or (v)  alter any software in any Ouster Product.. The foregoing restrictions do not apply to the extent that such restrictions are prohibited by applicable law notwithstanding the terms of these Manufacturer’s Terms of Sale.
3. Open Source Software. The Products may contain certain embedded software that is licensed under an open source license. Nothing in this Agreement is intended to limit Customer’s rights to such open source software under the applicable open source licenses.
4. Proprietary Notices. Customer shall not remove any copyright, patent, trademark or other proprietary notices, markings or legends from the Ouster Products.
5. Limited Warranty. Ouster warrants only to Customer that the Ouster Products, at the time of their delivery to Customer and for twelve (12) months thereafter, will conform to Ouster’s specifications for the Ouster Products (as set forth in the user guide shipped with the Products) in all material respects and be free from defects in materials and workmanship. Ouster retains the right to change the specifications for the Ouster Products, including their dimensions, composition, design, performance, color and appearance, and including providing updates for their embedded software, provided that, for purposes of the limited warranty stated above, the specifications applicable to any Products ordered hereunder will be the specifications in place at the time of the time of manufacture. Ouster Products may include new parts or serviceable used parts that are functionally equivalent to new parts. The foregoing limited warranty does not apply to damage caused by ordinary wear and tear, and is conditioned upon (i) installation, maintenance and normal use of the Products in conformity with the specifications; (ii) no labels or tamper-resistant mechanisms having been removed from the Products; and (iii) the Products not having been subjected to misuse, neglect, accident, or alteration.
6. No Other Warranties. THE LIMITED EXPRESS WARRANTIES IN THESE MANUFACTURER’S TERMS OF SALE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND OUSTER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT SATISFACTORY QUALITY, AND THEIR ANALOGS UNDER THE LAWS OF ANY JURISDICTION.
7. Limitation of Remedies. Ouster’s responsibility, and the sole and exclusive remedy of Customer under these Manufacturer’s warranties or any other provision in these Manufacturer’s Terms of Sale, is, at Ouster’s option and subject to the terms hereof, to repair, replace (without any additional charge and shipped to Customer Ex-Works (EXW – Incoterms 2010) from Ouster’s distribution facility (or Ouster’s distributor in Ouster’s discretion), or to keep the Ouster Products and refund/credit Customer in the amount of the purchase price of any defective or nonconforming Products that are returned or offered to be returned by Customer to Ouster (with transportation charges prepaid by Customer, to be credited or refunded after verification of defectiveness or nonconformity of returned Products) during the warranty period, *provided that* (i) Ouster is promptly notified in writing with a detailed explanation of the alleged deficiencies upon discovery by Customer that the Ouster Products fail to conform to the applicable specifications; and (ii) Ouster’s examination of the Ouster Products that shall disclose to Ouster’s satisfaction that such Ouster Products are defective or nonconforming with respect to the applicable specifications. Customer’s remedies shall be limited exclusively to those provided in this Section. NOTWITHSTANDING ANYTHING SET FORTH IN THESE MANUFACTURER’S TERMS OF SALE, AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OUSTER BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT OR PUNITIVE DAMAGES IN CONNECTION WITH ANY BREACH OF WARRANTY OR OTHER BREACH OF OUSTER’S OBLIGATIONS UNDER THESE MANUFACTURER’S TERMS OF SALE. OUSTER’S AGGREGATE LIABILITY FOR ALL DAMAGES OR CLAIMS ARISING OUT OF OR RELATING TO ANY OUSTER PRODUCTS SHALL IN NO EVENT EXCEED THE AMOUNT CUSTOMER PAID FOR THE OUSTER PRODUCT(S) GIVING RISE TO THE CLAIM OR DAMAGES. Customer waives any causes of action or theories of liability, including those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided under applicable law. The replacement or repair of Products by Ouster does not give rise to any new warranty and the warranty period provided for herein shall be extended by the length of any period in which the defective or non-conforming Products are in possession of Ouster.
8. Applicable Law. The warranty disclaimers and limitations of liability set forth in these Manufacturer’s Terms of Sale shall not apply to the extent prohibited by applicable law, in which case the disclaimer or limitation shall be modified to disclaim and/or limit in accordance with applicable law. Without limiting the foregoing, to the extent required by applicable law, the foregoing limitations shall not apply to claims due to fraud, bodily injury, or death.
9. Customer’s Indemnification Obligations. Customer shall indemnify, defend and hold harmless Ouster, and Ouster’s parent, subsidiary and affiliate companies, and their respective shareholders, officers, directors, employees, representatives and agents, from and against any and all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute or otherwise arising out of the use, storage, sale, processing or other disposition of the Ouster Products, supplies or materials used in connection with the Ouster Products, or parts manufactured with the Ouster Products, (i) if the action or inaction of Customer or its employees, customers or agents, or Customer’s design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Ouster, and (ii) if the claim asserted is inconsistent with the limitation of warranties, limitation of liability and/or limitation of remedies set forth in these Manufacturer’s Terms of Sale.

**ACKNOWLEDGED AND AGREED AS OF THE DATE BELOW:**

**“Customer”**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatory name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatory title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entity/Organization name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_