CEPTON TECHNOLOGIES, INC.
END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is a binding agreement between You and Cepton Technologies, Inc. or its subsidiary (“Cepton”), and governs your use of Products (as defined below), whether you purchased the applicable Product from Cepton or from a Cepton authorized reseller of such Products (an “Authorized Reseller”).

CEPTON PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THOSE TERMS AND CONDITIONS. YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA THROUGH (A) YOUR DOWNLOAD, INSTALLATION, OR USE OF THE SOFTWARE, OR (B) YOUR AGREEMENT TO THIS EULA OR TO A PURCHASING AGREEMENT THAT REFERENCES THIS EULA (WHICH MAY BE THROUGH SIGNING THIS EULA OR SUCH PURCHASING AGREEMENT OR INDICATING YOUR ACCEPTANCE THROUGH A CLICK-THROUGH PROCESS). IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS EULA OR IF YOU DO NOT AGREE WITH ITS TERMS, DO NOT USE THE SOFTWARE OR OTHER PRODUCTS.

1. DEFINITIONS. The following definitions apply in addition to any definitions set forth elsewhere in this EULA.

1.1. “Computing Unit” means a server meeting the requirements for the applicable Software.

1.2. “Hardware Products” means Lidar Sensors and other hardware products manufactured by or on behalf of Cepton and made available by Cepton for purchase directly from Cepton and/or its Authorized Resellers.

1.3. “Helius Software” means Cepton’s Helius® perception software or any successor software.

1.4. “Lidar Sensors” means lidar sensors manufactured by or on behalf of Cepton and made available by Cepton for purchase directly from Cepton and/or its Authorized Resellers.

1.5. “Other Non-System Software” means all Cepton software made available by Cepton for license that is not System Software Helius Software or SDK Software.

1.6. “Product” means a Hardware Product (including a license to System Software) or Software Product purchased by You from Cepton or an Authorized Reseller.

1.7. “Purchasing Agreement” means Cepton’s or its Authorized Reseller’s quotation and terms and conditions of sale, or other written agreement between You and Cepton or its Authorized Reseller pursuant to which you purchase Products concurrently or prior to the effectiveness of this EULA.

1.8. “SDK” means a software development kit made available by Cepton.

1.9. “Software” means any Helius Software, Other Non-System Software or System Software licensed by you from Cepton or an Authorized Reseller, including Updates thereto provided by or on behalf of Cepton.

1.10. “Software Products” means licenses to Software.
1.11. “System Software” means any firmware, system software, or other software or code that is incorporated in a Hardware Product and necessary for use of the Hardware Product.

1.12. “Updates” means any updates, improvements or modifications hereinafter furnished by or on behalf of Cepton to You with respect to any Software, whether requested by You or initiated by Cepton.

1.13. “You” means the person or legal entity purchasing the Product.

2. SOFTWARE LICENSE.

2.1. System Software License. Subject to and conditioned upon your compliance with the terms and conditions of this EULA, Cepton grants to You a limited, non-exclusive, non-transferable, non-sublicensable license to use the applicable System Software as incorporated in the applicable Hardware Product purchased by You, in unmodified executable code format only, solely as required for the normal operation and maintenance of the Hardware Product and in accordance with Cepton’s published documentation for such Product. Each such license shall be valid until termination.

2.2. Helius Software License. Subject to and conditioned upon your compliance with the terms and conditions of this EULA, Cepton grants to You a limited, non-exclusive, non-transferable, non-sublicensable license to use the Helius Software for which you have purchased a license, in unmodified executable code format only, in accordance with Cepton’s published documentation for such Helius Software, for use with the number of Lidar Sensors for which you have purchased licenses and with which the Helius Software is designed to work as set forth in its documentation and subject to any additional limitations set forth in the applicable Purchasing Agreement. If you purchased the Helius Software pre-installed on Computing Units from Cepton, you may use such Helius Software on the Computing Units on which it is pre-installed. If you have not purchased the Helius Software pre-installed on Computing Units from Cepton, you may install and use the Helius Software on the number of Computing Units for which you have purchased licenses. Unless you have purchased an aggregator license, You may use not use the Helius Software with Computing Units that are connected to one another, each Computing Unit license You have purchased must be used solely with one stand-alone Computing Unit. If you have purchased an aggregator license for the Helius Software, you may use the Computing Unit licenses you have purchased with Computing Units that are connected to one another. Each such license shall be valid until termination or expiration.

2.3. Other Non-System Software License. Subject to and conditioned upon your compliance with the terms and conditions of this EULA, Cepton grants to You a limited, non-exclusive, non-transferable, non-sublicensable license to download, install and use a single instance of the applicable Other Non-System Software, in unmodified executable code format only, in accordance with Cepton’s published documentation for such Software and subject to any limitations set forth in the applicable Purchasing Agreement and, if such Software is designed to work with a Cepton hardware Product, solely with the Cepton Hardware Product with which the Non-System Software is designed to work as set forth in such documentation. Each such license shall be valid until termination or expiration.

2.4. SDKs. If Cepton makes an SDK available to you, such SDK is licensed pursuant to the Cepton SDK license agreement provided to You with the SDK or at the time of its download.
2.5. **Third Party Software.** Certain software code incorporated into or distributed with the Product may be licensed from third parties (“**Third Party Software**”). Such third party software is subject to the additional terms and conditions imposed by the respective third party, including in the case of open-source software under various “open-source” or “public-source” software licenses (such as the GNU General Public License, the GNU Lesser General Public License, the Apache License, the Berkeley Software Distribution License, and the MIT License) (“**Third Party License Terms**”), which Third Party License Terms may be included with the software code or otherwise made available by Cepton. With respect to any Third Party Software, the applicable Third Party License Terms shall supersede and replace the terms and conditions of this EULA in the event of, but only to the extent of, any conflict. Cepton’s direct and indirect third party licensors shall be third party beneficiaries with respect to such Third Party License Terms applicable to their respective Third Party Software and shall have the right to enforce such Third Party License Terms on their own behalf.

2.6. **Updates.** The provision of any Updates shall be at Cepton’s sole discretion and may be subject to additional fees and/or additional terms and conditions.

2.7. **Limitations.** Your rights in relation to the Software and its various components are limited to those expressly granted above, and except for the licenses granted in this EULA, Cepton or its licensors shall retain all right, title and interest, including all intellectual property rights, in and to the Software. **ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED BY CEPTON OR ITS LICENSORS.**

3. **RESTRICTIONS**

3.1. **Restrictions.** You shall use the Products and any Software or SDK ("**Cepton Materials**") only in accordance with their applicable documentation and intended use case. You shall not, and shall not permit, assist, or authorize any of Your personnel or any third party to: (i) except to the extent such activities may not be prohibited under applicable law, modify, adapt, translate, copy, create derivative works of, reverse engineer, reverse assemble, reverse compile, decompile, disassemble, or attempt to derive the source code of, any part of the Cepton Materials; (ii) sell, resell, license, sublicense, distribute, rent or lease any part of the Cepton Materials or include any part of the Cepton Materials in a service bureau or outsourcing offering; (iii) remove, alter, or obscure any proprietary rights notices, confidential legends, or serial numbers contained in or affixed to the Cepton Materials or applicable documentation; (iv) engage in any deceptive, misleading, illegal, or unethical practices; (v) use the Cepton Materials or their applicable documentation to develop any products or technology that is competitive with any Product or any other Cepton Materials or Cepton offering; (vi) tamper with or breach the security of any Cepton Materials or any aspects thereof; (vii) make any use of, or take any other action with respect to, any Cepton Materials or any component thereof in a manner that violates applicable law or any other provision of this EULA; or (viii) benchmark any competitive products or disclose benchmarking information regarding the performance of any Cepton Materials.

3.2. **Enforcement.** You will comply with the restrictions set forth above and any other terms and conditions of this EULA that purport to apply. You will promptly notify Cepton of any suspected or alleged violation of the terms and conditions of this EULA and will cooperate with Cepton with respect to Cepton’s investigation of any suspected or alleged violation and any action by Cepton to enforce the terms and conditions of this EULA. Cepton may suspend or terminate Your license to the Software (including any System Software) or any component thereof if Cepton reasonably
determines that You have violated the terms and conditions of this EULA. You will be liable to Cepton for any violation of the terms and conditions of this EULA.

3.3. **End User Responsibilities.** You are responsible and liable for all uses of any Software or other Products by or through You, directly or indirectly. Specifically, and without limiting the generality of the foregoing, You are responsible and liable for all actions and failures to take required actions with respect to the Products by You and Your personnel or other persons to whom you may provide access to or use of the Products, whether such access or use is permitted by or in violation of this EULA. You shall, and shall ensure that your personnel and all other users accessing the Software directly or indirectly through You, comply with all applicable laws and regulations with respect to Your use of the Products, including without limitation those pertaining to privacy, data security, and publicity.

4. **INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK.** You acknowledge and agree that, as between You and Cepton, Cepton solely owns all right, title and interest in and to the Software, any SDK and any Cepton-provided documentation, and all intellectual property rights therein and in any Product. Cepton hereby reserves all rights not expressly granted hereunder. No implied license or right is granted to You by Cepton by estoppel, reliance, or otherwise. You may provide Cepton with suggestions, recommendations or feedback with respect to the Products, Software, or other aspects of Cepton’s business, products or services, including without limitation for new features, functionality, or other improvements to the Product or Software (“Feedback”). All Feedback is voluntary, and even if designated as confidential by You, shall not create any confidentiality obligation for Cepton. You shall not provide, disclose, or deliver Feedback to Cepton that You do not own or have the authorization or right to disclose. Cepton shall be free to use and exploit any Feedback, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

5. **FEES AND PAYMENT.** Fees for the Products and your use of the Software and for the licenses granted hereunder and associated payment terms are set out in the Purchasing Agreement.

6. **CONFIDENTIALITY.** All non-public, confidential or proprietary information of Cepton, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing or discounts, disclosed by Cepton to You (whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential”) in connection with this EULA is confidential, and may be used by You solely for Your use in exercising Your rights and performing Your obligations under this EULA and may not be disclosed or copied unless authorized in advance by Cepton in writing. Upon Cepton’s request, You shall promptly return all documents and other materials received from Cepton. Cepton shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to You at the time of disclosure without an accompanying obligation of confidentiality; or (c) rightfully obtained by You on a non-confidential basis from a third party. Notwithstanding the foregoing, if there is a signed non-disclosure agreement then in effect between Cepton and You that covers the subject matter of this EULA (an “NDA”), then such NDA is hereby incorporated by reference into this EULA, will continue in force throughout the duration of this EULA, and will supersede and replace this Section 6.
7. TERM AND TERMINATION

7.1. Term. This EULA and the licenses granted hereunder shall remain in effect until the earlier of (i) expiration or termination of Your Software license or right to use the applicable Product under the Purchasing Agreement or (ii) the termination of this EULA in accordance with the terms and conditions set forth herein.

7.2. Termination. In addition to any other rights or remedies that Cepton may have, Cepton may terminate this EULA, effective upon written notice to You, if You breach this EULA and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for thirty (30) days after Cepton provides written notice thereof. Cepton may further terminate this EULA and the licenses granted hereunder on written notice to You if You become insolvent, file, commence or have commenced against You any proceeding concerning bankruptcy, insolvency, dissolution, liquidation, cessation of operations, reorganization of indebtedness, assignment for the benefit of a creditor or the like, cease to continue all or substantially all of Your business affairs or become unable to meet Your financial obligations in the normal course of business.

7.3. Effect of Termination. Upon the expiration or termination of this EULA: (i) all rights and licenses granted to You under this EULA will terminate and You will cease using any and all components of the Software (including, without limitation, in connection with the use of any hardware Product); and (ii) You will, within thirty (30) days after receipt of Cepton’s invoice, pay all accrued and unpaid fees and expenses.

7.4. Survival. The provisions of Sections 3-4, 6, 7.2-7.3, and 8-10 and any other provisions that expressly or by their nature survive expiration or termination of this EULA will survive the expiration or termination of this EULA.

8. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY WARRANTY EXPRESSLY PROVIDED IN AN APPLICABLE PURCHASING AGREEMENT, THE PRODUCTS, INCLUDING ALL SOFTWARE, ARE PROVIDED BY CEPTON “AS IS,” AND NEITHER CEPTON NOR ITS THIRD–PARTY LICENSORS MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BY STATUTE, USAGE, TRADE CUSTOM, OR OTHERWISE. CEPTON HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. CEPTON DOES NOT GUARANTEE OR WARRANT THAT ANY PRODUCT OR SOFTWARE WILL BE FREE OF DEFECTS, RUN ERROR-FREE OR UNINTERRUPTED, OR MEET YOUR REQUIREMENTS.

9. LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF CONFIDENTIALITY AND VIOLATION OR MISAPPROPRIATION OF A PARTY’S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CEPTON’S LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS EULA WILL BE LIMITED TO THE AMOUNTS ACTUALLY PAID OR PAYABLE BY YOU TO CEPTON OR ITS AUTHORIZED RESELLER UNDER THE PURCHASING AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING YOUR INITIAL NOTICE TO CEPTON OF ANY CLAIM OR POTENTIAL CLAIM HEREUNDER. THE PARTIES AGREE THAT THIS SECTION REFLECTS
A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES IN LIGHT OF THE TERMS OF THIS EULA. THESE LIMITATIONS WILL SURVIVE AND APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

10. GENERAL PROVISIONS.

10.1. **Relationship of the Parties.** The parties are acting as independent entities, and nothing in this EULA will be construed as establishing an employment, agency, partnership or joint venture relationship between You and Cepton or between one party and any of the other party’s personnel. Neither party has authority to bind the other party by contract or otherwise.

10.2. **Compliance with Law.** In the exercise of their respective rights and the performance of their respective obligations under this EULA, each party shall strictly comply with all applicable laws, regulations, and governmental orders.

10.3. **Export Compliance.** You acknowledge that the Product (including any Software) and related technology are subject to all relevant export laws and regulations of the United States and other applicable jurisdictions, including, without limitation, the U.S. Export Administration Regulations (collectively “Export Controls”), and will comply with all Export Controls. Without limiting the generality of the foregoing, You will not, and You will require Your representatives not to, sell, transfer or divert the Product (including the Software) or related technology subject to this EULA: (a) to any U.S., sanctioned or embargoed country (including, but not limited to, Cuba, Iran, Sudan and Syria), or any other relevant country (“Sanctioned Country”); (b) to any person or other entity that is subject to sanctions administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of Commerce’s Bureau of Industry and Security, the U.S. Department of State’s Office of Defense Trade Controls, or any other relevant sanctions authority, including those persons and entities listed in the U.S. Department of Commerce Denied Persons List or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals List, the U.S. Department of State’s Debarred Parties listing, or any other applicable country’s listing of sanctioned persons or entities (“Sanctioned Persons or Entities”); (c) to any nuclear weapons, nuclear power, nuclear research, chemical/biological weapons, or missile/rocket technology end-user or end-use; or (d) to any other destination, person or entity restricted or prohibited by the Export Controls, or otherwise in violation of any other applicable import/export laws, regulations, licenses, or government order. You represent and warrant that You are not a Sanctioned Person or Entity and are not located in a Sanctioned Country. You have or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold Cepton harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the products and related technology provided herein. This provision and the assurances made herein shall survive termination of this EULA.

10.4. **Anti-Bribery/Anti-Corruption.** You represent, warrant and covenant that You are familiar with all applicable anti-bribery or anticorruption laws and regulations, including, without limitation, those prohibiting You, and, if applicable, Your personnel, from taking actions in furtherance of an offer, payment, promise to pay or authorization of the payment of anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, favors, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value, to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director, officer, employee or agent of a wholly or partially government-
owned or controlled company or business, (iii) a political party or official thereof, or candidate for political office, or (iv) an executive, official, employee or agent of a public international organization (such as the IMF or the World Bank) (“Official”) or any other person; while knowing or having a reasonable belief that all or some portion will be used for the purpose of rewarding or:

(a) influencing any act, decision or failure to act by an Official in his or her official capacity, (b) inducing an Official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, (c) inducing any person to use his or her influence to improperly affect any act or decision of their employer, or (d) securing an improper advantage in order to obtain, retain, or direct business. You represent, warrant and covenant that You currently comply with all applicable anti-bribery or anticorruption laws, including those prohibiting the bribery of Officials, and will remain in compliance with all applicable laws and regulations, and that You will not authorize, offer, or make payments directly or indirectly to any Official.

10.5. **Assignment.** You shall not assign or subcontract all or any portion of this EULA (whether by merger, sale of assets, sale of equity, operation of law, or otherwise) without the prior written consent of Cepton, and any purported assignment without such consent shall be void and of no force or effect. Cepton may freely assign or subcontract all or any portion of this EULA without Your consent in Cepton’s sole discretion.

10.6. **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of California, without reference to conflict of laws principles. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts in Santa Clara County, California with regard to any dispute arising out of or relating to this Agreement. The parties hereby disclaim and exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods.

10.7. **Severability.** If any provision of this EULA is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the EULA will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

10.8. **Notices.** All notices hereunder shall be in writing and addressed to the parties at the address set forth on the Purchasing Agreement in the case of notice to You and to Cepton Technologies, Inc., 399 West Trimble Road, San Jose CA 95131, Attention: Legal Department, in the case of notice to Cepton, or in each case at such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage prepaid). A notice shall be deemed to be given when delivered or, if delivery is not accomplished as a result of some action or inaction by the receiving party, when tendered.

10.9. **Waiver and Amendment.** No waiver of any term or condition of this EULA will be valid or binding on either party unless the same will have been mutually assented to in writing by an officer of both parties. The failure of either party to enforce at any time any of the provisions of this EULA, or the failure to require at any time performance by the other party of any of the provisions of this EULA, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. No modification of, or amendment to, this EULA, nor any waiver of any rights under this EULA, will be effective unless in writing signed by an authorized representative of both parties.
10.10. **Entire Agreement.** This EULA, including any Purchasing Agreement and any other Cepton terms expressly incorporated herein, and all exhibits, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior and contemporaneous communications, representations, discussions, and agreements between the parties with respect to such subject matter.

10.11. **Cumulative Remedies.** Except as otherwise expressly provided herein, the rights and remedies provided to each party in this EULA are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

10.12. **Partial Invalidity.** If any provision of this EULA is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will, nevertheless, remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect.

10.13. **Force Majeure.** Cepton shall not be liable or responsible to You, nor be deemed to have defaulted or breached this EULA, for any failure or delay in fulfilling or performing any term of this EULA when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Cepton, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.