

# Enterprise Terms of Service

Last updated:

June 17, 2025

## General Terms and Conditions

These Enterprise Terms of Service (these “**Terms**”) govern Customer’s access to and use of the Services, Cloud Infrastructure, Edge Impulse Proprietary Software, Edge Impulse SDK Assets, other Software, Documentation, Support Services, Updates, and the Site (collectively “**Edge Impulse Offerings**”) and constitute together with the applicable Order (this “**Agreement**”) the sole and entire agreement between EdgImpulse Inc. (“**Edge Impulse**”) and the customer identified on the Order (“**Customer**”) with respect to Customer’s purchase or use and Edge Impulse’s provision of the Edge Impulse Offerings.

## 1. Orders; Subscriptions; Delivery; Renewals

**1.1 Order Forms.** Customer may purchase a Subscription to the Services, Documentation and Support Services from Edge Impulse, by the Parties agreeing to Orders that reference this Agreement. All references in this Agreement to the “sale” or “purchase” of any license to the Services shall mean the sale or purchase of a Subscription to such Services. Affiliates of Customer may (but are not required to) purchase a Subscription under the terms and conditions of this Agreement by entering into an Order with Edge Impulse and thereby expressly accept the terms and conditions of this Agreement. In any such case, the respective Affiliate shall be regarded as the “Customer” for purposes of the relevant Order within the meaning of this Agreement, and this Agreement, with respect to such Order, shall be regarded as an agreement between Edge Impulse and the applicable Affiliate.

**1.2 Electronic Delivery.** All Services, Updates and Documentation (and any other Edge Impulse Offerings) will be made available electronically to Customer.

**1.3 Conflicting Terms.** Where any terms in the applicable Order are conflicting or deviate from the terms and conditions in these Terms, the terms and conditions in the applicable Order shall prevail. THE PARTIES AGREE THAT ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED ON, REFERENCED BY OR INCORPORATED INTO CUSTOMER'S PURCHASE ORDER OR OTHER CUSTOMER ORDERING DOCUMENT ARE EXPRESSLY REJECTED, ARE NOT BINDING ON EDGE IMPULSE, AND SHALL NOT BE CONSIDERED AN AMENDMENT TO THIS AGREEMENT.

**1.4 Capitalized Terms and Definitions.** In addition to other terms defined elsewhere in this Agreement, the terms, when the first letter is capitalized, shall have the meanings set forth in Exhibit B (Definitions and Glossary of Terms). These capitalized terms shall apply both to their singular or plural forms, as the context may require. As used herein, "**hereunder**," "**herein**" and similar expressions refer to these Terms, and "**including**", "**include**" and "**includes**" means "including/include/includes without limitation."

## **2. Ownership of Intellectual Property; License Grant; Restrictions to License Grant**

**2.1 Edge Impulse Ownership of Intellectual Property.** Except to the extent licenses are expressly granted hereunder, Edge Impulse and its licensors own and retain all right, title and interest in and to all Intellectual Property Rights in and to the Edge Impulse Offerings and to any additional system software, content, organization, graphics, design, compilation, know-how, concepts, methodologies, procedures, and other matters related to any and all of the foregoing. If and to the extent that Customer acquires or owns any right, title or interest in or to any of the foregoing, Customer hereby assigns to, and agrees to assign to, Edge Impulse all of such right, title and interest in and to the Edge Impulse Offerings and such other items related thereto. The copying, redistribution, display, creation of derivative, publication, or other use by Customer and/or Authorized Users of any part of the Edge Impulse Offerings, except as expressly authorized by this Agreement, is prohibited. The Edge Impulse name, the Edge Impulse logo, and other Edge Impulse trademarks, service marks, graphics, trade

names and logos used in connection with the Edge Impulse Offerings are common law trademarks or registered trademarks of Edge Impulse. Other trademarks, service marks, graphics, and logos used in connection with the Edge Impulse Offerings may be the trademarks of their respective owners. All rights are reserved.

**2.2 License Grant by Edge Impulse.** Subject to and in consideration of timely payment by Customer of the Fees provided for in an applicable Order, and of Customer's and its Authorized Users' compliance with the other terms and conditions of this Agreement, Edge Impulse hereby grants to Customer and its Authorized Users, solely during the applicable Subscription Term, a royalty free, limited, personal, revocable, non-exclusive, non-transferable (except as otherwise expressly allowed by this Agreement), non-sublicensable copyright license to, subject to Section 2.3 (Restrictions) below: (a) access and use the Services via the Internet address provided to Customer by Edge Impulse; and (b) use the other Edge Impulse Offerings that Edge Impulse makes available to Customer, in each case in accordance with the terms of this Agreement, including the applicable Order. Customer's copyright license to each Edge Impulse Offering will terminate upon the earlier of termination of this Agreement or termination or expiration of the applicable Subscription Term, and Customer may not use the Edge Impulse Offerings following termination or expiration of this Agreement or the applicable Subscription Term.

For clarity, neither Edge Impulse, nor any Edge Impulse Affiliates delivering the Services or any other Edge Impulse Offerings, or portion thereof hereunder, is authorized to sell or license any Edge Impulse Offerings or any Output or any portion thereof under the patents of any Edge Impulse Affiliates. Accordingly, neither the license or provision of the Edge Impulse Offerings or any portion thereof by Edge Impulse or any Edge Impulse Affiliates, nor any provision of this Agreement, shall be construed as to grant to Customer, either expressly, by implication by way of estoppel, or otherwise, any license or other right under any of such patents of Edge Impulse or any Edge Impulse Affiliates. Customer, on behalf of itself and its Affiliates, agrees not to contend in any context that, as a result of the provision or use of the Edge Impulse Offerings, or any portion thereof, Edge Impulse or Edge Impulse Affiliates has any obligation to extend, or that Customer

or any other party has obtained any right to, any license, whether express or implied, with respect to, any patent of Edge Impulse or any Edge Impulse Affiliates, for any purpose.

**2.3 Restrictions.** Customer agrees that it (and its Authorized Users) shall not without express written permission of Edge Impulse: (a) reverse compile, disassemble, decompile or engineer, or otherwise attempt to discover any source code or underlying ideas or algorithms, reproduce, modify, adapt or create derivative works of or from the Edge Impulse Offerings or any part thereof; (b) make the Edge Impulse Offerings available to, or use the Edge Impulse Offerings for the benefit of, anyone other than Customer; (c) assign, transfer, sell, resell, license, sublicense, distribute, rent or lease the Edge Impulse Offerings, or include any Edge Impulse Offerings in a service bureau or outsourcing offering; (d) permit direct or indirect access to or use of the Edge Impulse Offerings in a way that circumvents any contractual usage limit; (e) reproduce the Edge Impulse Offerings or any part, feature, function or user interface thereof (except as expressly otherwise permitted under this Agreement); (f) remove any proprietary notices from the Edge Impulse Offerings; (g) interfere with or disrupt the integrity or performance of the Edge Impulse Offerings or the underlying servers or networks, or disobey any requirements, procedures, policies or regulations of networks connect to the Edge Impulse Offerings; (h) access or use the Edge Impulse Offerings in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Edge Impulse Offerings; (i) upload, post or otherwise transmit any material or data that contains software viruses or any other malicious codes, files or programs or infringes upon or violates the Intellectual Property Rights or other rights of any person or otherwise violates any Applicable Law; (j) use the Edge Impulse Offerings in an excessive or abusive manner as determined by Edge Impulse in its sole discretion, including providing or otherwise making available data or other content that: (i) is unlawful, defamatory, fraudulent or intentionally deceptive; (ii) promotes discrimination or hate speech; (iii) is harassing, demeaning, or bullying; (iv) is used without explicit consent of the people represented; (v) promotes or glorifies violence or the suffering or humiliation of another; or (vi) promotes or induces unlawful or fraudulent activities or transactions; (k) unless expressly approved in writing by an authorized Edge Impulse

signatory, submit, upload or transmit (or allow any other person to submit, upload or transmit) any Restricted Data to or in connection with the Edge Impulse Offerings or otherwise provide any Restricted Data to Edge Impulse; (l) introduce or use any Excluded Open Source Software in a manner that subjects the Edge Impulse Offerings to any agreement or license for Excluded Open Source Software; (m) benchmark the Edge Impulse Offerings; (n) publish or disclose to third parties any negative evaluation of the Edge Impulse Offerings without Edge Impulse's prior written consent; (o) upload to or in connection with the Edge Impulse Offerings or otherwise provide to Edge Impulse any data or information (including to third party product or pricing information) that Customer is restricted from disclosing pursuant to any confidentiality (or similar) agreement with any third party; (p) attempt to gain unauthorized access to the Edge Impulse Offerings; or (q) use the Edge Impulse Offerings to identify or provide evidence to support any potential patent infringement claim against Edge Impulse, its Affiliates, or any of Edge Impulse's or Edge Impulse's Affiliates' suppliers and/or direct or indirect customers. Edge Impulse reserves the right to suspend Customer's access to the Services and other Edge Impulse Offerings in the event (x) Edge Impulse believes Customer's use of the Services represents an imminent threat to Edge Impulse's users or network, (y) of Customer's breach or violation of Applicable Laws or Customer's breach of this Agreement, including the restrictions in this Section 2.3 (Restrictions) or Section 2.6 (Customer is Responsible for its Authorized Users and their Accounts), or (z) if so directed by a court or competent authority. In such cases, Edge Impulse will (i) use its commercially reasonable efforts to promptly contact Customer and give Customer the opportunity to change its use of the Services accordingly and/or work with Customer to resolve the issues causing the suspension of such the Services; and (ii) reinstate any suspended Services promptly after the issue is abated.

**2.4 No Circumvention of Security; Compliance.** Neither Customer nor any Authorized User may circumvent or otherwise interfere with any user authentication or security of the Edge Impulse Offerings (including the Support Services). In furtherance of the foregoing, Customer shall (a) ensure that Customer's and its Authorized Users' use of the Edge Impulse Offerings complies with this Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the

Edge Impulse Offerings, and (c) promptly notify Edge Impulse if Customer becomes aware of any unauthorized use of, or access to, the Edge Impulse Offerings. Edge Impulse reserves the right to investigate any potential violation by Customer. In addition, Customer is responsible for its information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third party services.

In addition, and without limiting the requirements set forth in the Data Processing Agreement, if Customer discovers or learns of a data or security breach (“**Data Breach**”) affecting the Edge Impulse Offerings or Personal Data, Customer shall take commercially reasonable, appropriate, and prompt steps to: (i) notify Edge Impulse of such Data Breach; (ii) furnish the necessary and relevant details of the Data Breach to Edge Impulse as may be available; (iii) assist Edge Impulse, as needed, in its investigation, mitigation, and remedying of the Data Breach; and (iv) provide information and assist Edge Impulse, as needed, in meeting legal obligations, including any applicable obligations to notify individuals affected by the Data Breach.

## **2.5 Responsible Use of Artificial Intelligence Technology License (“RAIL”).**

Customer understands that Edge Impulse promulgates a “Technology-for-Good” policy as part of its corporate mission. Customer shall (and shall ensure that its Authorized Users) comply with the Edge Impulse Responsible AI License Terms, available at <https://edgeimpulse.com/legal/responsible-ai-license> and incorporated by reference herein. If Customer knows or reasonably suspects that the Edge Impulse Offerings will be used directly or indirectly for purpose(s) prohibited by the RAIL, then Customer shall notify Edge Impulse and review such use case(s) with Edge Impulse. Edge Impulse, in its sole discretion, shall make a determination whether such use case is permitted under this Agreement. The foregoing does not apply to weaponry use cases, which are strictly prohibited under any circumstances.

## **2.6 Customer is Responsible for its Authorized Users and their Accounts.**

Customer is responsible and liable for its Authorized Users and each of their Accounts,

including all uses of the Edge Impulse Offerings, resulting from any Authorized User use or access, regardless of whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions by any Authorized Users, and any act or omission by an Authorized Users that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall provide accurate, current and complete information required to enable its Authorized Users on the Cloud Infrastructure and shall maintain the accuracy of such information during the use of the Edge Impulse Offerings. Customer shall: (a) keep its password and online ID secure and strictly confidential; (b) require Authorized Users to maintain proper online ID and password security, and to keep their Accounts confidential; (c) notify Edge Impulse immediately and select a new online ID and password if Customer believes its password may have become known to an unauthorized person; and (d) notify Edge Impulse immediately if Customer is contacted by anyone requesting Customer's online ID and password. Customer is responsible for the actions of its Authorized Users, of anybody accessing the Cloud Infrastructure using the credentials of any Authorized User (unless such access was due to Edge Impulse's actions), and of any other individuals to Customer has given access to the Edge Impulse Offerings.

**2.7 Prohibition on Sharing.** Customer is responsible for ensuring that each Account is only assigned to and accessible by one individual Authorized User. Customer shall not (and shall ensure its Authorized Users do not) share the Account, login credentials or any other rights assigned to an Authorized User with any other individual or third party, unless otherwise expressly pre-approved by Edge Impulse. Customer acknowledges that login credentials, passwords and any assigned rights of its Authorized Users and their respective Accounts are unique to the applicable Authorized User, and that sharing by its Authorized Users of any such rights is strictly prohibited.

**2.8 Customer Owns its Intellectual Property, Customer Data, and Output.** Subject to the licenses Customer expressly grants to Edge Impulse hereunder, including in Section 2.9 (License Grants by Customer to Edge Impulse), Customer retains its ownership, including all Intellectual Property Rights, in and to: (a) its products and



services; and (b) the Customer Data. Subject to the licenses that Customer expressly grants under this Agreement, Edge Impulse hereby assigns to Customer, its successors and assigns, all right, title and interest in and to the Output, including all rights in and to any inventions, designs and Intellectual Property Rights embodied in the Output. For clarity, the foregoing assignment does not include any Intellectual Property Rights in or to the Edge Impulse Offerings (or any portion thereof), which, as between the Parties, is exclusively owned by Edge Impulse. Notwithstanding anything to the contrary, Edge Impulse has no obligation to deliver to Customer, and will not deliver to Customer, the source code for any Output, and no rights or licenses are granted or assigned to Customer with respect to any such source code.

Due to the nature of the Edge Impulse Offerings, Output may not be unique and other users may receive similar Output from the Edge Impulse Offerings. Edge Impulse assignment above does not extend to, and Edge Impulse shall have no liability or responsibility for, other users' Edge Impulse Offerings or any Third Party Output.

**2.9 License Grants by Customer to Edge Impulse.** For the term of this Agreement (including each Order), in each case solely as reasonably required to operate, provide, and support the Edge Impulse Offerings to Customer, Customer hereby grants to Edge Impulse a non-exclusive, worldwide, transferable, sublicensable (through multiple levels of sublicenses), fully paid-up, royalty-free license to use, copy, reproduce, modify, create derivative works based upon, distribute, perform, and otherwise exploit (a) the Customer Data, and (b) the Output.

In addition, Customer will not (and will not authorize, assist or encourage any third party to) bring any claims against or otherwise assert against Edge Impulse or any of its customers, end users, vendors, business partners, licensors, sublicensees or transferees, any patent infringement or other intellectual property infringement claim under any patents, patent applications, and related filings for Customer's inventions that result from Output resulting from or related to Customer's use of the Edge Impulse Offerings .



To the extent Customer elects to share Customer Data, Output, or Customer Public Projects (as defined below) with third parties as part of the Edge Impulse Offerings and Edge Impulse or such third parties copy, re-share it, or store it, Customer grants to Edge Impulse and such third parties the licenses set forth in this Section 2.9 (License Grants by Customer to Edge Impulse) with respect to such Customer Data and Output.

In addition, despite anything to the contrary, Edge Impulse shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Edge Impulse Offerings and related systems and technologies, including information concerning Customer Data and Output, and the performance and validation of models that process Customer Data (collectively the “**Usage Data**”), and, during and after the term of this Agreement to (i) use and reproduce the Usage Data for any internal business purposes, and (ii) disclose the Usage Data (a) to third party entities who assist Edge Impulse with the activities listed in the foregoing clause “(i)” and (b) to other third parties solely in aggregated, anonymized or de-identified form from which neither Customer nor any Authorized User may be identified. In connection with the provision of the Edge Impulse Offerings to Customer, Edge Impulse may use Customer Data to validate (but not train) then-existing Edge Impulse models and third party models that may be of interest to Customer for one or more Customer use cases, including where Customer specifies or agrees to such models being validated using Customer Data. Customer acknowledges that such Edge Impulse models and third party models will continue to be made available to Edge Impulse.

**2.10 Customer Data.** Customer represents and warrants that: (a) Customer owns all right, title and interest in and to the Customer Data or has all rights that are necessary to grant to Edge Impulse the rights and licenses granted under this Agreement; (b) Customer has all rights that are necessary to provide to Edge Impulse and to store on the Cloud Infrastructure the Customer Data (including all approvals, permissions, consents, licenses and authorizations); and (c) neither the Customer Data or any other materials, data, or information provided by Customer to Edge Impulse, nor the inclusion of any Customer Data or such materials, data, or information in the Edge Impulse Offerings, will infringe, misappropriate or violate a third party’s Intellectual Property

Rights, or any Applicable Law, including Data Protection Laws, or any contract (including any terms of service).

Customer further represents, warrants and agrees that, unless the Parties separately agree in writing, Customer shall not submit, upload, or transmit (or allow any other person to submit, upload or transmit) to or in connection with the Edge Impulse Offerings any data or information that would qualify as Restricted Data that is prohibited by any Applicable Laws or contract (including any terms of service) from being submitted, uploaded, or transmitted to or in connection with the Edge Impulse Offerings or that would violate any Applicable Laws or contract (including any terms of service) if submitted, uploaded, or transmitted to or in connection with the Edge Impulse Offerings.

**2.11 Feedback; Forums.** Edge Impulse welcomes feedback, comments and suggestions for improvements to the Edge Impulse Offerings (“**Feedback**”). Customer can submit Feedback directly in the Edge Impulse SaaS platform or by emailing Edge Impulse at [hello@edgeimpulse.com](mailto:hello@edgeimpulse.com) or through the functionality available on the Site. In addition, Edge Impulse may invite Customer to participate in an online community, surveys or forum (“**Forums**”) for the purpose of increasing the usability and functionality of the Site. Any data or other information Customer provides in connection with any Forum will be deemed to be Feedback. Edge Impulse may moderate the Forum but is not responsible for the information or posts of any member of the Forum. Edge Impulse reserves the right to remove any posts which do not fit the spirit of the Forum or do not follow the guidelines of these Terms, and to disallow access to any Forum participants who violate the intent and spirit of these Terms. No reproduction of the Forum content is permitted without written authorization from Edge Impulse. Customer grants to Edge Impulse a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable license, with the right to grant sublicenses (through multiple levels of sublicenses), under any and all Intellectual Property Rights that Customer owns or controls to use, copy, modify, create derivative works based upon, distribute, and otherwise exploit the Feedback for any purposes.

**2.12 Links to Third Party Websites; Third Party Tools.** The Site may contain links to third party websites or resources. Edge Impulse provides these links, if any, only as a convenience and Edge Impulse is not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites. Customer browsing and interaction on any third party websites, apps, or services, including those that have a link or advertisement on the Site are subject to that third party's own rules and policies. Edge Impulse is not responsible for the practices employed by websites, mobile apps, or services linked to or from the Site, including the information or content contained therein; Customer acknowledges sole responsibility for, and assumes all risk arising from, Customer's use of any third party websites or resources. In addition, Customer agrees that Edge Impulse is not responsible for, and Edge Impulse does not have any control over, any third parties that Customer authorizes to access Customer's Personal Data. However, Edge Impulse seeks to protect the integrity of the Site and welcomes any feedback about these websites.

The Services may include or allow connections to third party software, models (excluding Third Party Open Source Models (as defined below)), tools, files, products or services that interoperate with the Services or are made available for use with the Services (collectively referred to as "**Third Party Tools**") and some parts of the Services may include or permit Customer to utilize output from those Third Party Tools ("**Third Party Output**"). Third Party Tools and Third Party Output are subject to their own terms, and Edge Impulse is not responsible for the Third Party Tools and Third Party Output or such terms. Customer hereby represents and warrants that, prior to connecting or using any Third Party Tools or Third Party Output: (a) Customer has entered into a valid agreement with the provider of the Third Party Tools ("**Third Party Services Agreement**") that provides sufficient rights, licenses and permissions for Customer's access and use of such Third Party Tools and Third Party Output in connection with the Services; (b) any such Third Party Services Agreement is consistent and does not conflict with this Agreement; (c) Customer is and will remain in full compliance with such Third Party Services Agreements and this Agreement at all times; and (d) Edge Impulse is not liable or responsible for any Third Party Tools or Third Party Output used or accessed in connection with the Services, and Customer hereby releases, waives, and

forever discharges Edge Impulse from any liability, damages, expenses or claims associated with Third Party Tools or Third Party Output. Edge Impulse has no obligation to monitor Third Party Tools or Third Party Output, and Edge Impulse may block or disable access to any Third Party Tools or Third Party Output (in whole or part) through the Services at any time. Notwithstanding the format or distribution mechanism of the Third Party Tools and/or Third Party Output, any Third Party Tools and/or Third Party Output deliverables included in or made available for use with the Services are delivered and licensed subject to the applicable Third Party Services Agreement between Customer and the provider of the Third Party Tools.

**2.13 Third Party Open Source Models.** Edge Impulse makes certain Third Party Open Source Models available to Customer for use by Customer along with Customer Data and the Services for Customer to generate Output. “**Third Party Open Source Models**” means artificial intelligence models that are subject to open source license terms. Use of such Third Party Open Source Models together with the Services is subject to the terms and conditions of this Agreement. Any open-source licenses accompanying Third Party Open Source Models are provided for notice and/or attribution only. Customer acknowledges and agrees that (a) Edge Impulse is a service provider of Customer with respect to the Third Party Open Source Models, (b) Edge Impulse is not responsible for the Third Party Open Source Models or the testing/training/inputs/outputs/use thereof, and (c) Customer is solely responsible for all activities related to or in connection with the Third Party Open Source Models and any content, including training data, inputs, prompts or outputs (or filtering thereof), created by or used with such Third Party Open Source Models, including whether such Third Party Open Source Models (i) comply with any applicable laws and regulations, (ii) adhere to ethical principles and values, (iii) cause any harm, (iv) infringe the Intellectual Property Rights or other rights of any third party, (v) are fit for any use case, and/or (vi) have adequate privacy or security. Customer shall comply with all applicable third party open source licenses, read-me files, laws, administrative orders, rules, and regulations as such relate to Customer’s activities related to or in connection with the Third Party Open Source Models.

## 2.14 Public Projects.

**a. Public Projects Accessed by Customer.** Edge Impulse users may make their Public Projects available at <https://www.edgeimpulse.com/projects> (or such successor website(s) designated by Edge Impulse). If Customer visits such website(s) or Customer views, accesses, downloads, clones, or otherwise uses any Public Project(s) hosted at such website(s), then Customer is bound by the Terms of Use at <https://www.edgeimpulse.com/projects> and such Terms of Use are incorporated into this Agreement by this reference.

Public Projects are licensed to Customer directly by the creator responsible for the respective Public Project and are subject to the terms of the applicable license. For clarity, Edge Impulse does not provide, distribute, deploy or license any Public Project (or any portions thereof) made available by Customer or by any third party. Each Public Project is posted to, or included in, such website(s) unilaterally by the creator responsible for the Public Project. Customer is required to comply with the terms of the license that is applicable to each Public Project. If no license is specified for a Public Project, then the license applicable to the Public Project will be the 3-Clause BSD License found at <https://opensource.org/license/bsd-3-clause>. In addition, Customer will comply with any open source licensing requirements or third party licenses applicable to each Public Project accessed or used by Customer.

Customer is solely responsible for vetting the suitability of any Public Projects (and their corresponding license terms) for Customer's intended purposes.

**b. Customer's Making Available Public Projects.** Customer may, in its sole discretion, make available to third parties one or more of Customer's Projects as Public Projects for hosting by Edge Impulse at <https://www.edgeimpulse.com/projects> (or such successor website designated by Edge Impulse) ("**Customer Public Projects**"). Customer Public Projects can be accessed and used by anyone with access to <https://www.edgeimpulse.com/projects>. Customer agrees that Customer (and not Edge Impulse) is making available, providing, licensing, and distributing the Customer Public Projects to third parties via such websites. Customer agrees that Edge Impulse is

merely providing a platform upon which Customer may make available and license its Customer Public Projects to third parties. Edge Impulse is simply hosting the Edge Impulse SaaS platform for such purposes. Customer agrees that if Customer designates a Project as a Public Project, the contents of that Project, including models, data, training data, and any Personal Data contained therein, may be accessed or used by anyone with access to <https://www.edgeimpulse.com/projects>.

If Customer elects to make available any Customer Public Projects, then Customer will provide to Edge Impulse any information about such Public Projects as requested by Edge Impulse (the “**Project Information**”). Edge Impulse may request such information in connection with making Customer Public Project first available or any time thereafter. Edge Impulse may request that the Project Information be provided in the form of a model card for each Customer Public Project as such model card may be specified by Edge Impulse from time to time. The model card may request certain information about the Customer Public Projects and the elements and parts of the Customer Public Project, including the data sets used to train the model that is a part of the Customer Public Project and information related to the model included in the Customer Public Project. The Project Information may be posted by Edge Impulse with the applicable Customer Public Project and the Project Information will not be Confidential Information. Customer represents and warrants that the Project Information will be accurate and truthful and will not be misleading.

Customer is required to license and make available Customer Public Projects in accordance with the terms of an open source license and the terms of this Agreement, and Customer may not license Customer Public Projects under any closed source terms. If Customer does not specify a license that is applicable to a Customer Public Project, then Customer agrees that the Customer Public Project will be subject to the 3-Clause BSD License (found at <https://opensource.org/license/bsd-3-clause>) with respect to such Customer Public Project. Customer will comply with the foregoing license. In addition, Customer will comply with any open source licensing requirements or third party licenses applicable to each Customer Public Project made available by Customer.

Edge Impulse does not support, endorse, recommend, or assume any responsibility for any Customer Public Project, its accuracy or usefulness, or any results Customer might achieve using any user content.

Customer is solely responsible for the content of, and for any harm resulting from, any Customer Public Projects, including with respect to any data and information, including Personal Data contained therein, regardless of the form of such Customer Public Projects. Edge Impulse is not responsible or liable in any manner for any Customer Public Projects or the use or misuse thereof by any third party.

Customer acknowledges that persons and entities accessing, viewing, cloning or otherwise using Customer Public Projects are subject to the Terms of Use at <https://edgeimpulse.com/legal/terms-of-use-applicable-to-download-and-use-of-m-l-projects>.

Edge Impulse may, but has no obligation to Customer under these Terms to, monitor, screen, assess or evaluate Public Projects. Edge Impulse has the right, in its sole and absolute discretion, to (i) edit, redact or otherwise change any Public Projects (including any portion thereof), (ii) re-categorize any Customer Public Projects or to place them in more appropriate locations within the websites specified above, and/or (iii) pre-screen or reject any Public Projects and to remove any Customer Public Project from the websites noted above at any time and for any reason or no reason, without notice.

Customer covenants, represents, and warrants that (1) Customer has the right to make available and license the Customer Public Projects as contemplated by this Agreement, (2) the creation, use, publication and other treatment of Customer Public Projects as contemplated by this Agreement complies with Applicable Law, (3) no Customer Public Project infringes, misappropriates, or violates any Intellectual Property Rights or other rights (including privacy rights) of any person, (4) each Customer Public Project will comply with the restrictions and limitations in the RAIL, including with respect to Prohibited Uses and High-Risk Applications (as each such term is defined in the RAIL), (5) no Customer Public Project will include any malware or malicious code, and (6) no Customer Public Project will include any content that is unlawful, defamatory, fraudulent



or intentionally deceptive; that promotes discrimination or hate speech; that is harassing, demeaning, or bullying; any content used or created for harassment, bullying, or without explicit consent of the people represented; any content involving minors; content that promotes or glorifies violence or the suffering or humiliation of another; content that promotes; or induces unlawful or fraudulent activities or transactions.

**c. Remedies.** Edge Impulse reserves the right to suspend or terminate Customer's access to and use of the website(s) described above, or to block access to or remove any Public Projects or any Customer Public Projects from such website(s) for any reason or no reason at all, without notice.

**d. User Complaints.** Under the Terms of Use for Public Projects at <https://www.edgeimpulse.com/projects> ("**Public Project Terms of Use**") users that view, access, download, or use Public Projects may notify Edge Impulse that a Customer Public Project constitutes a Prohibited Use or includes Restricted Content (as such terms are defined in the Public Project Terms of Use). In such event Edge Impulse may, in our discretion, elect to exercise any of rights specified in these Terms, including to modify, remove, delete, disable, or make private the Customer Public Project. If Customer disagrees with Edge Impulse's decision, Customer should send an email to [hello@edgeimpulse.com](mailto:hello@edgeimpulse.com). Such email must explain Customer's position and include any mitigating factors. Edge Impulse will review your complaint and will respond to Customer.

**2.15 Notices.** Edge Impulse respects the Intellectual Property Rights of others and asks Customer to do the same. If Customer is a copyright or trademark owner (or an agent of a copyright owner) and believes that any Public Project (or any portion thereof) or other content on the Edge Impulse Offerings infringes upon Customer's copyrights or trademarks, Customer may submit a notification pursuant to Edge Impulse's **DMCA Policy** available at <https://edgeimpulse.com/legal/dmca-digital-millennium-copyright-act-policy>.

### **3. Fees; Payments, Invoicing, Taxes**

**3.1 Edge Impulse's Right to be Paid Accrues on Effective Date.** Edge Impulse's right to payment for the Services purchased by Customer shall accrue on the Effective Date. Except as expressly provided in these Terms or the applicable Order, all payments accrued or made under this Agreement are non-cancelable and nonrefundable.

**3.2 Invoicing and Payment.** Unless otherwise indicated in an applicable Order or subject to a good faith dispute, payment of Fees is due within thirty (30) calendar days of the Effective Date of the Order. For clarity, if Customer requires issuing a purchase order in order to pay invoices for Fees, then Customer is responsible for ensuring such purchase order is in place promptly upon the Effective Date, and references the Subscription Start Date(s) as documented in the applicable Order. For clarity, any delay by Customer in issuing a purchase order shall not relieve Customer of its payment obligations under this Section 3.2 (Invoicing and Payment). All Fees will be paid in U.S. dollars through the payment method designated by Edge Impulse. Any amount which is unpaid when due may be subject to interest equal to the lower of one and one-half percent (1.5%) per month or the highest applicable legal rate, unless otherwise indicated in the Order, from the date such payment was due until the date paid. If and when Customer's outstanding invoice(s) are referred to a collection agent due to non-payment, Edge Impulse shall be entitled to reimbursement for costs associated with the collection of any past-due balance, including reasonable attorneys' fees.

**3.3 Taxes.** All prices and Fees stated by Edge Impulse are exclusive of any taxes, fees, and duties or other amounts, however designated (including sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority), other than any taxes imposed on or measured by Edge Impulse's net income (however denominated). If any Applicable Law requires the deduction or withholding of any tax from any payment by Customer to Edge Impulse related to the delivery of the Documentation, the Services, or the Support Services purchased or licensed pursuant to this Agreement, or access to and use of the Site, then Customer shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in

accordance with Applicable Law. Customer agrees not to withhold any taxes, or to withhold at a reduced rate, to the extent that Edge Impulse is entitled to an exemption from, or reduction in the rate of, as appropriate, withholding under any Applicable Law, which shall be construed to include any applicable income tax treaty. Notwithstanding anything to the contrary in the foregoing, Customer shall bear any and all value-added taxes, goods and services taxes and similar charges payable by Customer. As soon as practicable after the payment of any taxes by Customer to a Governmental Authority pursuant to this Section 3.3 (Taxes), Customer shall deliver to Edge Impulse the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment, any and all exemption certificates accepted by such Governmental Authority, or other evidence of such payment reasonably satisfactory to Edge Impulse. If Customer receives a refund of any taxes deducted or withheld from any payment by Customer to Edge Impulse pursuant to this Section 3.3 (Taxes), Customer shall pay to Edge Impulse an amount equal to such refund.

#### **4. Mutual Warranty; WARRANTY DISCLAIMERS**

**4.1 Mutual Warranty.** Each Party represents and warrants that (a) it has the power and authority to enter into this Agreement; (b) each Order is signed by a duly authorized representative of such Party; and (c) it has the power and authority to perform its obligations under this Agreement.

**4.2 WARRANTY DISCLAIMERS.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 (MUTUAL WARRANTY), NEITHER EDGE IMPULSE NOR ITS CHANNEL PARTNER(S) NOR SUPPLIERS MAKE ANY GUARANTEES, WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY EDGE IMPULSE OFFERING (INCLUDING THE SITE AND THE SERVICES), OR ANY PRODUCTS, SERVICES, DOCUMENTATION, DATA, CONTENT, OUTPUT, OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, OR ANY THIRD PARTY DATA, CONTENT, PRODUCTS, OR SERVICES (INCLUDING THIRD PARTY TOOLS, THIRD PARTY OUTPUT, THIRD PARTY OPEN SOURCE MODELS AND

PUBLIC PROJECTS) OR THE RESULTS TO BE OBTAINED BY USING ANY OF THE FOREGOING.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EDGE IMPULSE HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES WITH RESPECT TO ANY EDGE IMPULSE OFFERINGS (INCLUDING THE SITE AND THE SERVICES), OR ANY PRODUCTS, SERVICES, DOCUMENTATION, DATA, CONTENT, OUTPUT OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, OR ANY THIRD PARTY DATA, CONTENT, PRODUCTS, OR SERVICES (INCLUDING THIRD PARTY TOOLS, THIRD PARTY OUTPUT, THIRD PARTY OPEN SOURCE MODELS AND PUBLIC PROJECTS) OR THE RESULTS TO BE OBTAINED BY USING ANY OF THE FOREGOING, OR WITH RESPECT TO ANY RESTRICTED DATA OR ANY THIRD PARTY CONFIDENTIAL INFORMATION THAT CUSTOMER UPLOADS TO OR IN CONNECTION WITH THE EDGE IMPULSE OFFERINGS OR THAT CUSTOMER OTHERWISE PROVIDES TO EDGE IMPULSE WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SUITABILITY, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

EDGE IMPULSE DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT ANY EDGE IMPULSE OFFERINGS (INCLUDING THE SITE AND THE SERVICES), OR ANY PRODUCTS, SERVICES, DOCUMENTATION, DATA, CONTENT, OUTPUT, OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, OR ANY THIRD PARTY DATA, CONTENT, PRODUCTS, OR SERVICES (INCLUDING THIRD PARTY TOOLS, THIRD PARTY OUTPUT, THIRD PARTY OPEN SOURCE MODELS AND PUBLIC PROJECTS) WILL BE SECURE, OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE, THAT ERRORS WILL BE CORRECTED, OR THAT ANY OF THE FOREGOING OR THE RESULTS TO BE OBTAINED BY USING ANY OF THE FOREGOING WILL SUCCEED IN RESOLVING ANY PARTICULAR PROBLEM. EDGE IMPULSE DOES NOT REPRESENT,

WARRANT OR GUARANTEE THAT ANY EDGE IMPULSE OFFERINGS (INCLUDING THE SITE AND THE SERVICES), OR ANY PRODUCTS, SERVICES, DOCUMENTATION, DATA, CONTENT, OUTPUT, OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, OR ANY THIRD PARTY DATA, CONTENT, PRODUCTS OR SERVICES (INCLUDING THIRD PARTY TOOLS, THIRD PARTY OUTPUT, THIRD PARTY OPEN SOURCE MODELS AND PUBLIC PROJECTS) OR THE RESULTS TO BE OBTAINED BY USING ANY OF THE FOREGOING OR EDGE IMPULSE'S SERVERS OR SYSTEMS, OR APPLICATIONS, ARE FREE OF VIRUSES, MALICIOUS CODE, MALWARE, OR OTHER HARMFUL COMPONENTS. Customer acknowledges that no method of transmitting information over the Internet or storing information is completely secure. Accordingly, Edge Impulse cannot guarantee the absolute security of any information. EDGE IMPULSE SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY UNAUTHORIZED ACCESS, USE, CORRUPTION OR LOSS OF ANY CUSTOMER DATA.

## 5. Indemnity

Customer shall (a) defend or settle, any claim, suit, dispute, controversy, action, proceeding or demand ("**Claim**") made or brought against Edge Impulse or its Affiliates, officers, directors, employees and agents by a third party and (b) indemnify and hold harmless Edge Impulse and the other persons noted above from and against any damages, losses, liabilities, costs or expenses (including court costs and reasonable attorneys' fees) (collectively, "**Damages**") arising out of or relating to (i) Customer's breach of this Agreement, (ii) any Customer Public Project or the use thereof by any person, and (iii) any third party provided Public Project that is accessed, cloned, or used by Customer where the Claim arises out of or is related to Customer's use of the Public Project. Edge Impulse has no obligation to defend, indemnify or hold harmless Customer or any other person or entity. With regard to any such Claim for which indemnity may be sought hereunder, Edge Impulse and Customer agree that Edge Impulse shall, at its sole and absolute discretion, either (i) elect to control the defense of any such Claim or (ii) direct Customer to control such defense, in which case Customer shall retain counsel reasonably satisfactory to Edge Impulse. Edge Impulse shall notify

Customer of its election within thirty (30) calendar days of the applicable indemnification notice. In the case where Edge Impulse elects to control the defense of any such Claim, Customer shall pay, as incurred, the court costs, attorneys' fees, and other Damages associated with such Claim. In the case where Edge Impulse directs Customer to control the defense of any such Claim, then (y) Edge Impulse may, at its option and its own cost, participate and appear with Customer in the defense, settlement and compromise of any such Claim; and (z) Customer shall not settle or compromise any Claim without the prior written consent of Edge Impulse.

## **6. Limitation of Liability**

**6.1 Indirect Damages Are Limited.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EDGE IMPULSE OR EDGE IMPULSE'S CHANNEL PARTNER(S) OR SUPPLIERS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES OR PRODUCTS, ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE EDGE IMPULSE OFFERINGS, THE SITE OR ANY PRODUCTS, SERVICES, DOCUMENTATION, DATA, CONTENT, OUTPUT OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, OR ANY THIRD PARTY DATA, CONTENT, PRODUCTS, OR SERVICES (INCLUDING THIRD PARTY TOOLS, THIRD PARTY OUTPUT, THIRD PARTY OPEN SOURCE MODELS AND PUBLIC PROJECTS) OR THE RESULTS TO BE OBTAINED BY USING ANY OF THE FOREGOING, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF EDGE IMPULSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**6.2 Maximum Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EDGE IMPULSE'S AND ITS CHANNEL PARTNER(S)' AND SUPPLIERS' TOTAL AGGREGATE LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, RELATED TO

OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO EDGE IMPULSE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, LESS IN ALL CIRCUMSTANCES AMOUNTS PREVIOUSLY PAID BY EDGE IMPULSE IN SATISFACTION OF ANY LIABILITY UNDER THIS AGREEMENT.

THE LIMITATIONS IN THIS SECTION 6 (LIMITATION OF LIABILITY) SHALL APPLY REGARDLESS OF THE NATURE OF THEORY OF LIABILITY OR THE CAUSE OF ACTION, INCLUDING BREACH OF CONTRACT, WARRANTY, TORT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY.

Some states and other jurisdictions do not allow the exclusion of implied warranties or limitation of liability for certain types of damages, which means that some of the above limitations in this Section 6 (Limitation of Liability) and in Section 4 (Mutual Warranty; WARRANTY DISCLAIMERS) may not apply to Customer. IN THOSE STATES AND JURISDICTIONS THAT DO NOT ALLOW THE LIMITATION OF LIABILITY, EDGE IMPULSE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## 7. Confidentiality

**7.1 Permitted Use of Confidential Information.** Each Party may use the other Party's Confidential Information solely to exercise its rights and to perform its obligations under this Agreement (the "**Purpose**"). Each Party shall hold the other Party's Confidential Information in confidence using the same degree of care it normally exercises to protect its own confidential information of a similar nature, but in no event less than reasonable care, and each Party shall not disclose the other Party's Confidential Information to any third party, except as expressly provided herein. Each Party may disclose the Confidential Information of the other Party only to those of its employees, contractors, and other agents, including Authorized Users, (collectively "**Representatives**") who require knowledge of the Confidential Information to accomplish the Purpose and who



have been advised of the confidentiality obligations under this Agreement and who have agreed in writing or are under a professional duty to maintain the confidentiality of the Confidential Information. Each Party is liable for its Representative's compliance with this Agreement. Each Party shall give prompt notice to the other Party of any unauthorized use or disclosure of the other Party's Confidential Information and assist such Party in remedying any such unauthorized use or disclosure.

**7.2 Exceptions.** Confidential Information will not include any information which: (a) is already lawfully in a Party's possession at the time of disclosure to such Party and without obligation of confidentiality; (b) is or becomes generally available to the public through no fault of such Party; or (c) is independently developed by a Party without use of any of the other Party's Confidential Information.

**7.3 Required Disclosures.** If a Party is required to disclose any of the other Party's Confidential Information as a matter of Applicable Law, such Party shall use all reasonable efforts to provide the other Party with prior notice of such disclosure and to obtain a protective order therefor.

**7.4 Return or Destruction.** Each Party shall promptly return or destroy all copies and excerpts of the other Party's Confidential Information when no longer needed or when requested to do so by Edge Impulse, except for copies of documents in electronic formats that are made as a consequence of automatic backup processes and procedures; provided, however, that such copies are destroyed upon the normal expiration of such automatic backup processes.

**7.5 Injunctive Relief.** Each Party agrees that remedies at law for a breach of its obligations under this Section 7 may be inadequate and that each Party shall be entitled to seek equitable relief without the requirement of posting a bond.

## **8. Term and Termination**

**8.1 Term.** The term of this Agreement shall commence on the Effective Date and continue until all Orders entered into hereunder have expired or been terminated. Except as otherwise specified in the applicable Order, Subscription Terms and Order(s)

shall automatically renew for successive one (1) year periods, unless either Party gives notice to the other Party of non-renewal at least sixty (60) calendar days prior to the expiration of the then-current Subscription Term.

**8.2 Termination; Suspension.** This Agreement and any associated Orders may be terminated by either Party upon notice to the other Party if the other Party breaches any material term or condition of this Agreement and fails to remedy the breach within thirty (30) calendar days after being given written notice thereof.

In the case of non-payment of any Fees or amounts owed for Excess Use (which shall be deemed to be a material breach of this Agreement) or any other breach by Customer of the terms and conditions of this Agreement, Edge Impulse may, at its sole discretion and without limiting its right to terminate this Agreement for material breach: (i) suspend Customer's access to the Edge Impulse Offerings; (ii) cancel and/or delete Customer's Account and the Customer Data stored by Edge Impulse in connection with Customer's Account; or (iii) continue to provide the Edge Impulse Offerings, for a period solely determined by Edge Impulse, in anticipation of full and prompt payment or other applicable remedy for breach of this Agreement by Customer.

Unless otherwise provided for in these Terms or in a separate written agreement between Edge Impulse and Customer, and in addition to Edge Impulse's other rights, Edge Impulse may, but is not obligated to, cancel and/or delete Customer's Account and the Output and Customer Data stored by Edge Impulse in connection with Customer's Account or suspend the Edge Impulse Offerings and/or terminate Customer's rights to use any or all portions of the Edge Impulse Offerings, (a) if Customer provides false, inaccurate or incomplete information to Edge Impulse, (b) if Customer is otherwise in breach of any of its obligations or restrictions under this Agreement, (c) if Customer's Account is associated with a competitor of Edge Impulse, (d) if Customer has not paid Fees owed to Edge Impulse, or (e) at any time and for any reason in Edge Impulse's sole discretion, without liability to Customer. Edge Impulse further reserves the right to discontinue or suspend any aspect of or access to the Edge

Impulse Offerings at any time. Any licenses granted by Edge Impulse pursuant to these Terms terminate if Customer does not comply with this Agreement.

**8.3 Effect of Termination.** Upon termination of this Agreement, (a) all rights granted to Customer with respect to the Edge Impulse Offerings will terminate as of the effective date of termination, (b) Edge Impulse will have no obligation to provide Edge Impulse Offerings to Customer or Authorized Users after the effective date of the termination, (c) Customer shall pay to Edge Impulse any Fees payable for Customer's and any Authorized User's use of the Edge Impulse Offerings through the effective date of termination, together with all other amounts in accordance with any applicable Order(s) and this Agreement, (d) Customer shall immediately cease use of the Edge Impulse Offerings. Despite the foregoing, upon any termination or expiration of this Agreement, the terms of this Agreement will continue to apply to any Order with a term that extends beyond the date of expiration or termination of this Agreement. Any termination of this Agreement pursuant to this Section 8.3 (Effect of Termination) shall be without prejudice to any other rights or remedies a Party may be entitled under this Agreement or under any Applicable Law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

**8.4 Survival.** Sections 1.3 (Conflicting Terms), 1.4 (Capitalized Terms and Definitions), 2.1 (Edge Impulse Ownership of Intellectual Property), 2.3 (Restrictions), 2.4 (No Circumvention of Security; Compliance), 2.5 (Responsible use of Artificial Intelligence Technology License ("RAIL")), 2.6 (Customer is Responsible for its Authorized Users and their Accounts), 2.7 (Prohibition on Sharing), 2.8 (Customer Owns its Intellectual Property, Customer Data, and Output), 2.9 (License Grants by Customer to Edge Impulse), 2.10 (Customer Data), 2.11 (Feedback; Forums), 2.12 (Links to Third Party Websites; Third Party Tools), 2.13 (Third Party Open Source Models), 2.14 (Public Projects), 3 (Fees; Payments, Invoicing, Taxes), 4 (Mutual Warranty; WARRANTY DISCLAIMERS), 5 (Indemnity), 6 (Limitation of Liability), 7 (Confidentiality), 8.3 (Effect of Termination), 8.4 (Survival) and 9 (Import and Export Regulations) through 13 (DISCLAIMER), all associated definitions, and all accrued rights to payment, and any

other provisions that by their nature are intended to survive the termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement.

## 9. Import and Export Regulations

Customer (and its Affiliates as permitted under these Terms) acknowledge(s) that the Edge Impulse Offerings may be subject to U.S. export control and economic sanctions laws, orders, and regulations, including the Export Administration Regulations (“**EAR**”), 15 CFR Parts 730-774, and the Foreign Assets Control Regulations, 31 CFR Parts 500-599, as well as similar laws and regulations of other applicable jurisdictions (collectively “**Export and Sanctions Laws**”). In connection with the performance of its/their obligations under this Agreement, Customer, its Affiliates (as applicable), and Edge Impulse: (a) will comply with all Export and Sanctions Laws, including by obtaining any required U.S. or other country licenses, authorizations, or approvals; and (b) will not engage in any activity that would reasonably be expected to cause any of the other parties to violate any Export and Sanctions Laws. Customer and Edge Impulse agree that neither they, nor their Affiliates (as applicable), will directly or indirectly export, re-export, transfer or release (collectively, “**Export**”) any Edge Impulse Offerings (whether or not incorporated into another item) or any Customer Data, or any direct product thereof, to any country or territory, its government, any entity located in or organized under the laws of such country or territory, or any individual located or resident in such country or territory, if, at the time of Export, the U.S. government maintains comprehensive economic sanctions or an embargo with respect to such country or territory (“**Embargoed Country**”), without prior government authorization. The U.S. government currently maintains comprehensive economic sanctions or an embargo against Cuba, Iran, North Korea, Syria, and the Crimea and so-called Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine. The U.S. government also has imposed extensive export control and economic sanctions on, inter alia, Belarus, the Russian Federation, and Venezuela. The list of impacted countries may be amended over time. Customer and Edge Impulse agree not to directly or indirectly employ any Edge Impulse Offerings or any Customer Data in, or Export any Edge Impulse Offerings or any Customer Data for, end uses or for end users that would

violate the controls in Part 744 of the EAR, without prior U.S. government authorization, including those related to prohibited missile or unmanned aerial vehicle ("**UAV**") technology; prohibited nuclear, chemical, or biological weapons activities; prohibited supercomputer and semiconductor manufacturing end uses; or for any prohibited military end use or end user. If Customer is a person or entity located in Belarus, Cambodia, the People's Republic of China, Nicaragua, the Russian Federation, Venezuela, or Myanmar, Customer certifies that it is not a "military end-user" as that term is defined in section 744.21 of the EAR. Customer acknowledges that the foregoing certifications are conditions to Customer's access to the Edge Impulse Offerings. Customer and Edge Impulse warrant that neither they, nor their Affiliates (as applicable), are: (i) listed on a prohibited or restricted party list published by the U.S. government, including the U.S. Department of Treasury's "List of Specially Designated Nationals and Blocked Persons" and "Consolidated Sanctions List", and the U.S. Department of Commerce's Entity List, Unverified List, and Denied Persons List, or any similar list maintained by the United Kingdom, the European Union or its Member States, or other applicable local authority; (ii) located, organized or resident in an Embargoed Country; (iii) owned (50% or more in the aggregate) or controlled, directly or indirectly, by a person or entity described in clauses (i) or (ii); or (iv) otherwise the target of U.S. sanctions (collectively, "**Restricted Parties**"). Customer and Edge Impulse shall not Export any Edge Impulse Offerings or any Customer Data to any Restricted Parties without prior government authorization, to the extent required by regulation. If Edge Impulse or any Edge Impulse Affiliate is required under applicable trade laws to obtain any export license or other government authorization to license, sell and/or otherwise supply the Edge Impulse Offerings to Customer, Customer agrees to provide in a timely manner all necessary documentation to Edge Impulse, to support Edge Impulse's application for that export license or other government authorization, as Edge Impulse shall request. That documentation may include an end use statement, an import license, or any other required information. Edge Impulse and its Affiliates reserve the right to suspend the performance of its obligations under this Agreement until any required export license or other government authorization is granted by the competent Governmental Authority, without incurring any liability to Customer. Edge Impulse and its

Affiliates shall have no further obligation whatsoever under this Agreement in the event that the competent Governmental Authority fails or declines to issue any such required export license or other authorization. Customer agrees to comply with all the terms, conditions, and restrictions of any required export license, as notified by Edge Impulse. Customer agrees that it bears sole responsibility for any violation of Export and Sanctions Laws in connection with Customer's activities under this Agreement, and further agrees to protect, indemnify and hold harmless Edge Impulse and its Affiliates from any claim, damages, liability costs, fees and expenses incurred by Edge Impulse and its Affiliates as a result of Customer's violation of such laws. In the event that any of the foregoing Customer certifications is, or hereafter becomes, incorrect, or Customer breaches any of its covenants under this Section 9 (Import and Export Regulations), all licenses to the Edge Impulse Offerings accessed by Customer hereunder shall automatically be terminated, and any further use of the Edge Impulse Offerings by Customer will constitute a breach of this Agreement and an infringement of the relevant Intellectual Property Rights of Edge Impulse, its Affiliates, and their respective licensors, if any.

## **10. Privacy**

To the extent that Customer provides Edge Impulse any Personal Data, Customer represents and warrants that, where required under Data Protection Laws, it has provided and will continue to provide all notices and has obtained and will continue to obtain all consents and/or authorization for Edge Impulse to process such Personal Data as contemplated by the terms of this Agreement. To the extent that Edge Impulse processes Personal Data in Edge Impulse's capacity as a processor (or analogous term under Data Protection Laws), the Parties will be additionally bound by, and comply with their respective obligations under, the Data Processing Agreement, including the Service Details appendix available at <https://www.qualcomm.com/site/privacy/data-processing-agreement/service-details/edgeimpulse>.

## **11. Miscellaneous**

**11.1 Waiver.** The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions. Edge Impulse's failure to enforce any right or provision of this Agreement will not be considered a waiver of those rights.

**11.2 Notices.** All notices must be in writing and in the English language and will be deemed given only when sent by mail (return receipt requested), hand-delivered, sent by documented overnight delivery service to the Party to whom the notice is directed, at its address indicated in the signature box to this Agreement (or such other address as to which the other Party has been notified), or sent by email to the email address designated as the “**Email Address for Legal or Contract Queries**” in the Order.

**11.3 Invalidity and Severability.** If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

**11.4 Assignment.** Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Edge Impulse's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be void and of no effect. Edge Impulse may freely assign or transfer this Agreement and the rights hereunder and thereunder without restriction, including in connection with a merger, reorganization, sale of the business, sale of assets, or similar transaction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

**11.5 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law provisions thereof. The sole venue for all disputes relating to this Agreement shall be in San Diego County, California, USA and the Parties hereby consent to exclusive jurisdiction and venue in such courts. The United Nations on Contracts for the



International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement.

Notwithstanding the foregoing, if Customer is domiciled in China, this Agreement will be governed by and construed and enforced in accordance with the substantive laws of the State of Delaware without regard to any conflict of laws principles. Any Claim arising from or relating to this Agreement or the breach or validity hereof (each, a “**Dispute**”) will be finally settled by a confidential arbitration proceeding conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce (“**ICC Rules**”). The place of arbitration will be Singapore. The language of the arbitration will be English. Except as may be required by Applicable Law, neither Party may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. The arbitrator’s award will be final and binding on the Parties. The Parties agree that judgment may be entered upon such an award in any court of competent jurisdiction.

Customer, on behalf of itself and its Affiliates, acknowledges and agrees that (a) no Affiliate is a third party beneficiary of this Agreement, (b) no Affiliate shall have any standing to initiate any Claim under this Agreement, and (c) any and all Claims against Edge Impulse which may arise under this Agreement shall be brought solely and exclusively by Customer.

**11.6 Attorneys’ Fees.** If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing Party may be entitled.

**11.7 Independent Contractors.** The Parties agree that each is an independent contractor and neither Party has the right or authority to assume or create any obligation or responsibility on behalf of the other Party.

**11.8 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together will constitute one and the same instrument.

**11.9 Amendments.** Edge Impulse reserves the right to modify the terms and conditions of these Terms, at its sole discretion, with such modifications being effective upon the commencement of any renewal of any Subscription Term. Customer is responsible for regularly reviewing these Terms for modifications. CONTINUED USE OF THE EDGE IMPULSE OFFERINGS AFTER ANY SUCH CHANGES SHALL CONSTITUTE CUSTOMER'S CONSENT TO SUCH CHANGES. If Edge Impulse modifies these Terms during Customer's Subscription Term, and Customer objects to the modified Terms, as Customer's exclusive remedy, Customer may choose to not renew this Agreement at the end of the then-current Subscription Term and cease using the Edge Impulse Offerings.

**11.10 Changes to the Edge Impulse Offerings.** Notwithstanding anything in this Agreement, Edge Impulse may change, replace, improve, add to, remove or delete from, update, or otherwise modify any portion of the Edge Impulse Offerings from time to time. Unless otherwise detailed in the applicable Order, Edge Impulse will provide commercially reasonable notice to Customer if Edge Impulse discontinues any material functionality of the Edge Impulse Offerings that Customer is using during the term of this Agreement unless giving such notice (a) would pose a security or intellectual property issue to the Edge Impulse Offerings or Edge Impulse or its Affiliates, (b) is economically or technically burdensome for Edge Impulse or its Affiliates, or (c) would cause Edge Impulse or its Affiliates to violate any Applicable Law or contractual obligation.

## **12. Publicity**

Unless expressly approved by Edge Impulse in advance in writing, (a) Customer shall not publicize the existence of the business relationship established by this Agreement for any purpose, including in connection with any other products, services, promotions, or publications, and (b) nothing in this Agreement gives Customer any right, title or interest in Edge Impulse logos, trademarks, service marks, graphics or trade names.

Edge Impulse and its Affiliates have the right to reference and use Customer's name and trademarks and disclose the nature of the Edge Impulse Offerings provided under this Agreement in each case in Edge Impulse's and its Affiliates' business development and marketing efforts, including on Edge Impulse's and its Affiliates' websites.

Customer agrees to (i) participate with Edge Impulse in a case study, and grants to Edge Impulse the right to reproduce, publish, publicly display, and distribute (in written, electronic or any other media or form) the results of such case study, (ii) reasonably cooperate with Edge Impulse to serve as a reference account upon request to prospective customers, collaborators, analysts or representatives of the press, (iii) collaborate with Edge Impulse on mutual success and user adoption activities, such as user training and product improvement activities, and (iv) collaborate with Edge Impulse on conducting quarterly business reviews at the senior executive level to review Customer's success criteria and corresponding results with regards to Customer's use of the Edge Impulse Offerings.

### **13. DISCLAIMER**

THIS AGREEMENT, INCLUDING ALL ORDERS, ADDENDUMS, ATTACHMENTS, SCHEDULES, AND EXHIBITS, AND ANY AND ALL AMENDMENTS TO ANY OF THE FOREGOING, CONSTITUTES THE COMPLETE AND EXCLUSIVE UNDERSTANDING OF THE PARTIES, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS SALES PROPOSALS, NEGOTIATIONS AND AGREEMENTS, ALL TERMS AND CONDITIONS INCLUDED AS PART OF CUSTOMER PURCHASE ORDERS AND ALL OTHER REPRESENTATIONS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE SUBJECT MATTER HEREOF. THE PARTIES AGREE THAT ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED ON, REFERENCED BY OR INCORPORATED INTO CUSTOMER'S PURCHASE ORDER ARE EXPRESSLY REJECTED AND SHALL NOT BE CONSIDERED AN AMENDMENT TO THIS AGREEMENT.

### **Exhibit A. Support Services**

Where the terms and conditions in an Order deviate from the terms and conditions in the Terms, the terms and conditions in the Order shall prevail.

## 1. Standard Technical Support Services

**“Helpdesk Ticket”** means a Helpdesk Ticket to initiate a technical support request, created by Customer by emailing a description of the perceived problem or question together with relevant contact information to [support@edgeimpulse.com](mailto:support@edgeimpulse.com).

**“Service Commitment”** means Edge Impulse will use commercially reasonable efforts to respond to all Helpdesk Tickets within one (1) business day. For the avoidance of doubt, this response commitment does not indicate the time frame in which the support request may be resolved.

**“Support Hours”** means, unless as otherwise indicated on the Order, standard commercially reasonable effort technical support services provided by Edge Impulse to Customer via electronic means on U.S. weekdays (Monday through Friday) during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of U.S. Federal Holidays.

## 2. SaaS Service Uptime Commitment

**“Uptime”** or **“Service Uptime Commitment”** or **“Service SLA”** means commercially reasonable efforts undertaken by Edge Impulse to ensure the that the purchased Services are available to Customer with a monthly uptime percentage of at least 99.5% (**“Monthly Uptime Percentage”**) during any calendar month subject to exclusions for Excluded Downtime (as defined below).

**“Downtime”** (counted against the Uptime percentage) means the total number of minutes during a calendar month during which that Services are unavailable, excluding any Excluded Downtime. Partial minutes of unavailability will not be counted as Downtime.

**“Excluded Downtime”** means any minutes of Downtime resulting in whole or in part from any of the following:

- a. a suspension or termination of Customer's use of the Services in accordance with this Agreement;
- b. caused by factors outside of Edge Impulse's reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Cloud Infrastructure;
- c. any actions or inactions of Customer or any third party;
- d. equipment, software or other technology of Customer or any third party (other than third party equipment within Edge Impulse's direct control);
- e. failures not attributable to unavailability; or
- f. any scheduled maintenance, any ad hoc maintenance carried out to avoid future unavailability, address high security risks or high risks for overall platform stability, and provide other critical patches or hotfixes.

### **3. Service Level Remedy**

If Customer correctly notifies Edge Impulse of Edge Impulse's failure more than two (2) times in any calendar month, or more than three (3) times in any six (6) month period, to meet or exceed the Monthly Uptime Percentage, then Customer may terminate this Agreement pursuant to Section 8.2 (Termination; Suspension) by delivering written notice to Edge Impulse pursuant to Section 11.2 (Notices). The foregoing will be Customer's sole and exclusive remedy for such failures by Edge Impulse.

### **4. Premium Support (PS) Subscription Services**

If Customer orders Premium Support or Premium Solutions Support ("PS") on an Order, this entitles Customer to receive PS hours to be delivered by an Edge Impulse Solutions Engineer on a monthly basis up-to the monthly quantity of PS hours mentioned on the Order. These hours are to be used (i.e., fully consumed) on a monthly basis and any unused hours in one month do not carry over to the next month. Any remaining PS

hours that are unused at the end of a Subscription Term will expire, are non-refundable and will not carry over to a new Term.

## **Exhibit B. Definitions and Glossary of Terms**

**“Affiliate”** means, with respect to a Party, any entity which is directly or indirectly controlling, controlled by or which is under common control with a Party hereof (but only as long as such control exists). For the purpose of this definition **“control”** means holding more than fifty percent (50%) of the issued stock or voting rights of an entity.

**“Applicable Law”** means all applicable international, federal, country, state, provincial, regional, territorial, local and other laws, rules and regulations (including Data Protection Laws, wiretapping, eavesdropping, and biometric privacy laws), ordinances, interpretive letters and other official releases of or by any Governmental Authority, decrees, orders and codes (including any requirements for permits, certificates, approvals and inspections), as the same are promulgated, supplemented and/or amended from time to time.

**“Authorized User”** or **“Enterprise User”** means any individual natural person (in each case to the extent that Customer’s license includes, and Customer pays for, such individual) who is authorized by Customer to use and access the Edge Impulse Offerings and exercise the rights licensed by Customer. An “Authorized User” may include Customer’s employees, consultants, representatives or agents. Each Authorized User must use a unique electronic identity (**“User Account”** or **“Account”**) to access and use the Services unless otherwise licensed, and may access the Services only to the extent licensed by Customer. For clarity, this definition pertains only to “paid for” instance(s) of the Services that are provisioned by Edge Impulse for Customer through an active Subscription, in which such instance Customer has the ability to create and administer Authorized Users.

**“Channel Partner”** means any entity with whom Edge Impulse has entered into an agreement authorizing the entity to resell or distribute access to the Edge Impulse Offerings.

**“Cloud Infrastructure”** means the Services, and the computing, storage, networking, and other hardware and software infrastructure used by Edge Impulse in providing the Services.

**“Compute Minutes”** means a measure for the consumption by Customer of computing power on the Edge Impulse SaaS platform and are available on CPU-class and GPU-class computing devices. Customer may be able to consume both CPU-class and GPU-class Compute Minutes in any combination during an active Subscription Term. Total Compute Minutes consumed in any given period will be calculated as 1x CPU minutes consumed + 3x GPU minutes consumed in that period. For the duration of an active Subscription Term, Edge Impulse will allocate a not-to-exceed number of Compute Minutes to Customer. The amount of Compute Minutes allocated will be included on the mutually executed Order. At the end of a Subscription Term, any unused Compute Minutes expire and do not carry over to future periods with the exception of any compute packages add-ons that were purchased during the previous Subscription Term. Please also review the paragraph labeled “Excess Use” or “Overage” in this Exhibit B for the available scenarios if or when Customer exceeds (or is expected to exceed) their Compute Minutes allocation during the Subscription Term.

**“Confidential Information”** means (A) with respect to Edge Impulse: (i) product road maps, product development plans, pricing, business plans, customer lists, documentation, business and financial information of Edge Impulse and its Affiliates; (ii) any other information or data which Edge Impulse discloses to Customer in tangible form and conspicuously marks as “confidential,” “proprietary” or with other words generally understood to communicate the confidential nature of the information; and (iii) any other information that Edge Impulse makes available to Customer that should reasonably be understood to be confidential in nature; and (B) with respect to Customer: (i) any information or data which Customer discloses to Edge Impulse in tangible form and conspicuously marks as “confidential,” “proprietary” or with other words generally understood to communicate the confidential nature of the information and (ii) any other information that Customer makes available to Edge Impulse that should reasonably be understood to be confidential in nature.



**“Customer Data”** means all data provided by Customer or on Customer’s behalf to Edge Impulse or stored by Customer or at Customer’s direction on the Cloud Infrastructure. For purposes of this Agreement, the term Customer Data includes data sets and model architectures (if any) provided by Customer to Edge Impulse or stored by Customer or at Customer’s direction on the Cloud Infrastructure, including for the purpose of enabling Customer to create models using the Edge Impulse Offerings. For avoidance of doubt, as between Customer and Edge Impulse, Customer Data includes Artifacts, except to the extent initially made available as part of a Public Project developed and made available by a third party. Customer Data does not include Usage Data.

**“Data Pipeline”** means a data pipeline within the Cloud Infrastructure that is part of a Project or that is stand-alone. In the case in which a data pipeline is included in a Project, it can be composed of multiple data processing steps all connected sequentially, with the last step responsible for importing data into a single Project. Stand-alone data pipelines will be counted as additional Projects, and as such will require a Subscription.

**“Data Processing Agreement”** means the agreement, incorporated as an integral part of this Agreement and located at <https://www.qualcomm.com/content/dam/qcomm-martech/dm-assets/documents/Qualcomm-Data-Processing-Agreement.pdf>, which may be updated from time to time in accordance with Data Protection Laws.

**“Data Protection Laws”** has the meaning set forth in the Data Processing Agreement.

**“Documentation”** means the instruction manuals, user guides, and other information related to the Edge Impulse Offerings made available by Edge Impulse in electronic form to Customer.

**“Edge Impulse Proprietary Software”** means computer programs included in the Services on which Edge Impulse claims the copyright to the source code and which is not made available under any license recognized as a free, libre or open source license.

**“Edge Impulse SDK Assets”** means any Edge Impulse software development kit (**“SDK”**) provided or generated in connection with the Services for a Project, including any improvements to, or derivatives of, the SDK, and any related deployment assets, models made available by Edge Impulse (excluding any models that are a part of any Public Projects developed and made available by third parties), and algorithms.

**“Effective Date”** is the most recent date signed by the Parties on the signature page of this Agreement or Order.

**“Enterprise License”** means access to Edge Impulse’s enterprise product offering for a single Enterprise User.

**“Excess Use” or “Overage”, “Grace Period”** means any instance when Customer exceeds the number of Projects, Authorized Users, Compute Minutes or other Subscription usage limits specified in an Order. Edge Impulse will inform Customer of such Overage(s) in writing and Customer will have a “grace period” of thirty (30) calendar days from written notification to remedy the Overage(s) by bringing down the Overage(s) to the usage limits specified in the Order(s) or by purchasing additional Subscription(s) sufficient to cover the Overage(s). If Customer does not remedy the Overage(s) within the 30-day grace period, Edge Impulse retains the right to suspend access to the Services to Customer until Customer remedies the Overage(s).

**“Excluded Open Source Software”** means all software that is available under any license that, as a condition of use, copying, modification or redistribution, requires such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, to be distributed free of charge, and/or to provide a royalty free license to any patents, including software licensed under the GPL (GNU General Public License) or LGPL (GNU Lesser General Public License), all versions.

**“Fee(s)”** means amounts payable and due to Edge Impulse by Customer as indicated in the mutually agreed Order. When the word “fee(s)” is not capitalized it may refer to

non-Edge Impulse products or services related amounts such as taxes, duties, third party or attorney's fees.

**“Governmental Authority”** means any United States federal, state or local government or any foreign government, or political subdivision thereof, or any multinational organization or authority or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

**“Intellectual Property Rights”** means all inventions, know-how, patents (including originals, divisionals, continuations, continuations-in-part, extensions, utility models and re-issues), patent applications, copyrights (including all related rights and registrations and applications therefor), trade secrets, trademarks, Internet domain names, moral rights, and all other proprietary and intellectual property rights.

**“Order”** means any order form or other document executed between the Parties to which these Terms are attached to, referenced, or incorporated by reference and which identifies the Services to be provided or licensed by Edge Impulse to Customer and the relevant Fees. An Order may also be referred to as a Sales Order (SO), Service Order, Subscription Order, Order Form (OF) or Sales Order Agreement (SOA), but shall exclude any purchase order or similar document issued by Customer. For the avoidance of doubt, the Parties hereby expressly acknowledge and agree that if Customer issues any purchase orders or similar documents in connection with its purchase of a Subscription, it shall do so only for its own internal, administrative purposes and not with the intent to provide any contractual terms.

**“Output”** means any intermediary files, texts, events or other data sets, and the object code copy of any new models, in each case that are both created by Customer and generated from Customer Data, in each case as such intermediary files, texts, events or other data sets, and object code copies of the new models are provided, delivered, or otherwise made available by Edge Impulse to Customer. Notwithstanding anything to the contrary, the term “Output” does not include (i) any Edge Impulse SDK Assets, (ii)

any Edge Impulse Proprietary Software, (iii) any base models that Edge Impulse makes available to Customer in connection with the Edge Impulse Offerings for purposes of enabling Customer to create models, or (iv) any model architectures for such base models.

**“Party”** and **“Parties”** means individually and collectively, as the context implies, Edge Impulse and/or Customer.

**“Personal Data”** has the meaning set forth in the Data Processing Agreement.

**“Private Project”** means a Project that is only viewable, modifiable and cloneable by the Authorized Users within Customer’s Project instance as part of an active Subscription. All of Customer’s Projects will be Private Projects unless otherwise designated as Public Projects by Customer.

**“Project”** means a project in <https://www.edgeimpulse.com/projects> (or such successor site designated by Edge Impulse) initiated by Customer and made available to Customer by Edge Impulse as part of the Services or other Edge Impulse Offerings. Within each Project Customer can instantiate the following **“Artifacts”**: a Data Pipeline, software, models, data, data sets, documentation and other materials, one set of digital signal processing, machine learning, post processing blocks, and test configurations including versioning. Two or more Projects are distinguished if any of the Artifacts within a Project are different. A Project ends when Customer deletes it or wipes the state of all its Artifacts. Projects can have multiple versions and be shared and cloned publicly by Customer.

**“Public Projects”** means projects, software, models, data, data sets, documentation, and other materials that are made publicly available for viewing, download, cloning and/or use by third parties at <https://www.edgeimpulse.com/projects> or such other websites specified by Edge Impulse. For clarity, Customer may designate one or more of Customer Projects as Public Projects that Customer will make available publicly to third parties and Customer may access and use Public Projects developed and made available by third parties.

**“Renewal”** means the renewal of a Subscription, which gives Customer access to the Services for an extended Subscription Term either via a separate Order, or through an automatic renewal (a.k.a. auto-renewal) as indicated in this Agreement or in the Order.

**“Restricted Data”** means: (i) any health information, including protected health information regulated under the Health Insurance Portability and Accountability Act (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH), and other health information regulated under U.S. state privacy laws, including the Washington State My Health My Data Act; (ii) biometric data or biometric information that can be used to identify an individual natural person; (iii) any data governed by or subject to the following laws (or where transmission of such data to Edge Impulse would result in Edge Impulse being subject to the following laws): Criminal Justice Information Services (CJIS) Security Policy; Federal Educational Rights and Privacy Act (FERPA); Federal Information Security Management Act (FISMA); National Institute of Technology Standards; Gramm-Leach-Bliley Act (GLB) Act; the Fair Credit Reporting Act; IRS Publication 1075; Payment Card Industry Data Security Standard (PCI DSS); Sarbanes-Oxley Act (SOX); Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act; or any similar state laws or compliance requirements, including the DMV Privacy Act, Public Service Law and others; and (iv) data that is or reveals race or ethnic origin, citizenship or immigration status, political opinions, religious or philosophical beliefs, trade union membership, genetic or neural data, data concerning a natural person’s sex life or sexual orientation, social security, driver’s license, state identification card, or passport number, account access credentials, or precise geolocation reasonably linked to specific natural persons, which constitutes sensitive personal data or a similar term as defined under applicable Data Protection Laws.

**“SaaS”** means **“Software-As-A-Service”** which indicates a method of software provisioning and licensing in which software is provided by Edge Impulse on the Cloud Infrastructure and accessed by Customer online via a Subscription, rather than bought as a perpetual license and installed on Customer’s own computers.

“**Services**” means the Edge Impulse Offerings provided, made available/accessible, or licensed by Edge Impulse to Customer as listed in the “Services Purchased” section on an Order, provided that such Edge Impulse Offerings are installed, configured and used by Customer in a manner consistent with Edge Impulse’s Documentation and this Agreement.

“**Site**” means Edge Impulse’s website.

“**Software**” means computer programs included in the Services, which will be made available by providing electronic access to a website.

“**Subscription**” means the Edge Impulse Offerings made available by Edge Impulse as SaaS applications as described in the Documentation and subscribed to under an Order for an agreed period of time (“**Subscription Term**” or “**Term**”) and in return for an agreed amount (“**Subscription Fee**”) per time period (e.g., annual, 2-year term, 3-year term, etc.) indicated on an Order and all Updates to the foregoing.

“**Support Services**” means, collectively, the support services described in Exhibit A to this Agreement, which is made part of this Agreement and incorporated herein by reference.

“**Update**” means such improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades, modifications, or additions to the Edge Impulse Offerings as may be made available from time to time by Edge Impulse to Customer.