

CEPTON TECHNOLOGIES, INC.

TERMS AND CONDITIONS OF SALE

1. Scope.

These Terms and Conditions of Sale (“**Terms of Sale**”) govern the sale by Cepton Technologies, Inc. or its subsidiary (“**Cepton**”) to the customer (“**Customer**”) referenced in the Cepton quotation (the “**Quotation**”) to which these Terms of Sale are attached or into which they are incorporated, of the hardware products and/or software licenses (“**Products**”) described on such Quotation. Upon execution of the Quotation by Customer without modification prior to its expiration, or upon issuance by Customer of a purchase order referencing the Quotation that is accepted in writing by Cepton, the Quotation and these Terms of Sale, including any software end user license agreement or other Cepton terms expressly incorporated herein, shall collectively constitute the entire agreement (the “**Agreement**” or the “**Order**”) between the parties with respect to the purchase of such Products. These Terms of Sale apply to the Agreement to the exclusion of any other terms, including any terms and conditions included in Customer’s purchase order or other procurement document or any terms and conditions which are implied by trade, custom, practice or course of dealing. Cepton’s failure to object to provisions contained in any Customer purchase order or other procurement document shall not be deemed acceptance thereof or a waiver of the provisions herein. Any changes in these Terms of Sale must specifically be agreed to in a writing signed by an authorized representative of Cepton before becoming binding on either party.

2. Quotation.

Until execution of the Quotation by both parties or issuance by Customer of a purchase order referencing the quotation that is accepted in writing by Cepton, the Quotation is an offer by Cepton that can be modified or cancelled by Cepton at any time. The Quotation shall expire at the end of the period identified in the Quotation, or if no period is stated in the Quotation, the Quotation shall expire thirty (30) days from the date of issuance or earlier if a Product on the Quotation is no longer available. If the parties choose to execute a Quotation after its expiration date, the expiration date will be treated as having been mutually amended to the date of last signature.

3. Pricing

The prices for the Products are as set forth on the Quotation. Except as otherwise provided in the Quotation, all prices in United States dollars. Cepton’s prices exclude all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer, excluding any taxes imposed on Cepton’s income, revenues, personnel or real or personal property or other assets (collectively “**Taxes**”). Customer shall be responsible for all such Taxes and will reimburse Cepton for any such Taxes paid by Cepton. Cepton will include on its invoices those Taxes that Cepton is legally obligated to collect and remit to the appropriate governmental authority. If Customer asserts that any transaction under this Agreement is tax exempt, Customer shall provide to an exemption certificate acceptable to the applicable governmental authority, in which case Cepton will not charge and or collect the Taxes covered by such certificate.

4. Invoicing and Payment Terms

All payment terms are subject to Cepton’s approval of Customer’s credit. Subject to the foregoing, and except as otherwise provided in a Quotation, the prices for Products will be invoiced at the time of shipment (or delivery in the case of a software Product), and all invoiced amounts are due within 30 days from date of invoice. All invoiced amounts which are not paid when due are subject to a late charge equal to one and one-half percent (1.5%) per month (or, if less, the maximum allowed by applicable law). In the event that any payment is not made when due, Cepton reserves the right to suspend performance under the Agreement until such delinquency is corrected. Customer agrees to pay all costs and expenses (including, without limitation, reasonable attorneys’ fees and costs of suits) incurred by Cepton in collecting any amounts overdue under this Agreement. Unless Cepton expressly agrees to another payment method in writing, Customer shall make all payments due hereunder via wire transfer to the account designated by Cepton on the applicable invoice and shall identify the invoice number that such payments should be applied against. All purchases of Products are final and non-refundable.

5. Delivery

Unless otherwise agreed in writing by the parties, (a) shipping terms for Products are Ex Works (Incoterms 2010) (b) Cepton shall make the Products available for pick-up at Cepton's facility (the "**Delivery Point**") using Cepton's standard methods for packaging and shipping such Products; and (c) Customer is responsible for (i) all loading costs and providing equipment and labor reasonably suited for receipt of the Products at the Delivery Point, (ii) arranging for shipment and freight insurance from Cepton's facility to Customer's facility, and (iii) all duties, taxes, compliance with all export and import laws (including obtain all applicable licenses and the payment of all applicable fees) and shipping and insurance costs. Cepton will use commercially reasonable efforts to make the Products available at the Delivery Point by the shipping date set forth in the Quotation. Cepton shall not be responsible for any delivery delays. Cepton may make partial shipments of Products. Each shipment will constitute a separate sale, and Cepton will invoice, and Customer will pay, for the units shipped whether such shipment is in whole or partial fulfillment of the Order.

6. Non-Conforming Delivery.

Customer agrees to inspect Products(s) and advise Cepton of any visible defects, quantity shortages or incorrect product shipments in writing within 7 days of receipt of such Products. Failure to properly notify Cepton of any visible defects, quantity shortages or incorrect shipments within such time period constitutes a waiver of any and all related claims, provided, however, that this provision shall in no way affect or limit Customer's rights under the Product warranty in Section 9, or where such rights cannot be limited under applicable law.

7. Risk of Loss and Title.

Title and risk of loss passes to Customer upon delivery of the Products by Cepton at the Delivery Point. If for any reason Customer fails to accept delivery of any of the Products promptly (and not less than 3 days) after the Products have been delivered at the Delivery Point, or if Cepton is unable to deliver the Products at the Delivery Point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Customer; (ii) the Products shall be deemed to have been delivered; and (iii) Cepton, at its option, may store the Products until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Cepton retains and reserves a valid and enforceable purchase money security interest as defined in Section 9103 of the Uniform Commercial Code or any similar non-U.S. law in all Products sold, delivered, or licensed by Cepton under this Agreement, wherever located, and whether now existing or later arising or acquired, and in the related profits, rents, royalties, proceeds and rights to payment until Customer has made payment in full to Cepton of all sums due, including late fees and collection costs.

8. Order Termination, Cancellation or Modification.

No Order for Products may be terminated, canceled, or modified by Customer without the prior written consent of Cepton. Notwithstanding the foregoing, either party may terminate any Order prior to shipment of the Products on written notice to the other party if the other party is in material breach of the Order and has failed to cure the material breach within thirty (30) days after written notice thereof. Cepton may further terminate any Order prior to shipment of the Products on written notice to Customer if Customer becomes insolvent, files, commences or has commenced against it any proceeding concerning bankruptcy, insolvency, dissolution, liquidation, cessation of operations, reorganization of indebtedness, assignment for the benefit of a creditor or the like, ceases to continue all or substantially all of its business affairs or becomes unable to meet its financial obligations in the normal course of business. Termination of an Order will not relieve Customer of its obligations to pay any amounts accrued or otherwise owed under such Order prior to the date of termination. In addition to all other remedies available under these Terms of Sale or at law (which Cepton does not waive by the exercise of any rights hereunder), Cepton may further suspend the delivery of any Products if Customer fails to pay any amounts when due hereunder or Customer experiences any situation that would reasonably signal financial or operational distress, and does not provide assurances satisfactory to Cepton of its ability to pay for the Products. Sections 10, 11, and 14-25, as well as any obligations that expressly or by their nature survive termination and any obligations accrued prior to termination the Order, shall survive any termination of the Order.

9. Limited Warranty.

Warranty: Cepton warrants that units of Cepton-manufactured Products will be free of material defects in materials and workmanship and in substantial conformance with Cepton’s published specifications or other specifications agreed to in writing by Cepton (the “**Specifications**”) for a period of one year commencing on the date of shipment (the “**Warranty Period**”). Customer’s sole and exclusive remedy, and Cepton’s sole obligation, for any failure of a Product unit to conform to the foregoing warranty shall be for Cepton to, at its option either (i) repair the Product unit at no charge for parts or labor; (ii) replace the Product unit with the same model of Product or a substantially similar model of Product; or (iii) credit to Customer the amount paid for the Product unit, less a reasonable allowance for usage. To be eligible for the foregoing warranty, the Product unit must be returned to Cepton and determined to be eligible in accordance with the return process described below. The foregoing warranty shall not apply to products not manufactured by Cepton or to any defect, failure, or damage arising from or in connection with: (i) improper use, or improper or inadequate maintenance and care; (ii) modifications to or repairs of the Products performed by any party other than Cepton; (iii) any other technology, equipment, hardware, software, or other materials, including without limitation any product into which the Products may be incorporated, or combination or use of the Products with any such other technology, equipment, hardware, software, or other materials; (iv) use of the Products in an environment not meeting the operating specifications for the Products; (v) failure to properly transport, prepare, and store the Products; or (vi) force majeure events, accident or other causes external to the Products.

Return Process. Prior to making any warranty claim under this Agreement, Customer shall first utilize any support or training materials provided to Customer by Cepton. Prior to making any warranty claim under this Agreement, Customer shall contact Cepton and (i) notify Cepton of the defect in the applicable Product unit; (ii) provide the applicable Product unit’s serial number to Cepton; and (iii) request an RMA number from Cepton. If Cepton determines that such Product unit is eligible for the warranty set forth in this Section, Cepton shall provide Customer with an RMA number and Customer shall include such RMA number on the shipping package for the returned Product unit. Customer shall be responsible for all shipping costs associated with returning a Product unit under this Section to Cepton and Cepton shall be responsible for all shipping costs associated with shipping a repaired Product unit or replacement Product unit to Customer. Cepton will not accept a return of a Product unit under this Section without an associated RMA number. If Cepton determines that the defect for which a Product unit is returned is the result of a cause excluded from the warranty, then the cost of all repairs, replacement products and other expenses shall be borne by Customer. Unless repaired, all defective Products units become the property of Cepton, and Customer hereby assigns all right, title, and interest in and to such defective Products to Cepton. If a Product unit does not qualify for the warranty and return process set forth in this Section, but Customer requests that Cepton repair such Product unit, Customer shall: (i) request an RMA number from Cepton; (ii) include such RMA number on the shipping package for the returned Product unit; and (iii) be responsible for all shipping costs associated with the shipment of such Product unit to Cepton and the return of such Product unit from Cepton to Customer.

10. Disclaimer of Warranties

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9, THE PRODUCTS, THE SOFTWARE AND ANY SDK ARE PROVIDED BY CEPTON “AS IS,” AND NEITHER CEPTON NOR ITS THIRD-PARTY LICENSORS MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BY STATUTE, USAGE, TRADE CUSTOM, OR OTHERWISE. CEPTON HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. CEPTON DOES NOT GUARANTEE OR WARRANT THAT THE PRODUCTS, THE SOFTWARE OR ANY SDK WILL BE FREE OF DEFECTS, RUN ERROR-FREE OR UNINTERRUPTED, OR MEET CUSTOMER’S REQUIREMENTS

11. Customer Restrictions.

Customer shall use the Products and any Software or SDK (“**Cepton Materials**”) only in accordance with their applicable documentation and intended use case. Customer shall not, and shall not permit, assist, or authorize any Customer personnel or third party to: (i) make any representations or warranties or provide any guarantees with respect to the Cepton Materials except for those that are provided by Cepton; (ii) except to the extent such activities may not be prohibited under applicable law, modify, adapt, translate, copy, create derivative works of, reverse engineer, reverse assemble, reverse compile, decompile, disassemble, or attempt to derive the source code of, any part of the Cepton Materials; (iii) sell, resell, license, sublicense, distribute, rent or lease any part of the Cepton Materials

or include any part of the Cepton Materials in a service bureau or outsourcing offering; (iv) remove, alter, or obscure any proprietary rights notices, confidential legends, or serial numbers contained in or affixed to the Cepton Materials, or applicable documentation; (v) engage in any deceptive, misleading, illegal, or unethical practices; (vi) use the Cepton Materials or their applicable documentation to develop any products or technology that is competitive with the Products or any other Cepton Materials; or (vii) benchmark any competitive products or disclose benchmarking information regarding the performance of the Cepton Materials. Notwithstanding clause (iii) above, if Products are furnished to Customer as component products on an OEM basis or as private label goods for distribution under Customer brands, Customer may resell the Products to end users as such component products or private label goods; provided that Customer shall ensure that use or distribution of any such Products by such end users is subject to substantially the same the restrictions as set forth in this Section 11 and that use or distribution of any Software by such end users is further subject to license terms that are substantially the same as those set forth in Section 12 below, and that Customer and such end users abide by such restrictions and license terms.

12. Software

Any software Product, or any software incorporated into or provided in connection with hardware Products (“**Software**”) is licensed and not sold. Software shall include updates, improvements or modifications hereinafter furnished by Cepton to the licensee of such Software, whether requested by such licensee or initiated by Cepton, provided that it is understood that the provision of any such updates, improvements or modifications shall be at Cepton’s sole discretion and may be subject to additional fees and/or additional terms and conditions.

For Software that is firmware, system software or other software or code that is incorporated in a hardware Product and necessary for use of the hardware Product (“**System Software**”), Supplier grants to Customer a limited, non-exclusive, non-transferable (except by Customer to an end user as permitted in Section 11), non-sublicensable, license to use the applicable System Software as incorporated in such hardware Product, in unmodified executable code format only, solely as required for the normal operation and maintenance of the hardware Product and in accordance with Cepton’s published documentation for such Product.

For all other Software, Supplier grants to Customer a limited, non-exclusive, non-transferable (except by Customer to an end user as permitted in Section 11), non-sublicensable license to download, install and use a single instance of the applicable Software, in unmodified executable code format only, in accordance with Cepton’s published documentation for such Software and, if such Software is designed to work with a Cepton hardware Product, solely with the Cepton hardware Product with which the Software is designed to work as set forth in such documentation.

Notwithstanding the foregoing, certain Software may be subject to a separate Cepton license agreement, which may be attached to or incorporated by reference in to Cepton’s quotation for the Software, presented to Customer upon download and/or installation of the applicable Software or otherwise made available by Cepton to Customer (a “**Software License Agreement**”). With respect to any such Software, the applicable Software License Agreement shall supersede and replace this Section 12 and these Terms of Sale in the event of conflict.

Except for the licenses granted in this Section 12 or any applicable Software License Agreement, Cepton or its licensors shall retain all right, title and interest, including all intellectual property rights, in and to the Software. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED BY CEPTON OR ITS LICENSORS.

Certain software code incorporated into or distributed with the Products may be licensed from third parties (“**Third Party Software**”). Such third party software is subject to the additional terms and conditions imposed by the respective third party, including in the case of open-source software under various “open-source” or “public-source” software licenses (such as the GNU General Public License, the GNU Lesser General Public License, the Apache License, the Berkeley Software Distribution License, and the MIT License) (“**Third Party License Terms**”), which Third Party License Terms may be included with the software code or otherwise made available by Cepton. With respect to any Third Party Software, the applicable Third Party License Terms shall supersede and replace this Section 12 and these Terms of Sale in the event of conflict. Cepton’s direct and indirect third party licensors shall be third party beneficiaries with respect to such Third Party License Terms applicable to their respective Third Party Software and shall have the right to enforce such Third Party License Terms on their own behalf.

All licenses granted hereunder shall automatically terminate in the event of unauthorized distribution, copying or use of the Software or other breach of the applicable terms of this Agreement by the licensee. Customer shall cease all use of the Software (whether or not necessary for use of a hardware Product) and immediately destroy or return to Cepton all copies of the Software and any associated documentation.

13. SDK

Cepton may make software development kits (“**SDKs**”) available for Products, subject to a separate license agreement for such SDK. In such event Cepton shall indicate to Customer where the SDK can be downloaded and used in connection with the applicable Product. All use of the Cepton SDK shall be subject to the applicable SDK license agreement, which will be provided to Customer at the time of download.

14. Ownership

As between Cepton and Customer, Cepton owns and retain ownership of all right, title and interest in and to the Software and any SDK and all intellectual property rights therein and in any Product sold hereunder. Cepton hereby reserves all rights not expressly granted to Customer in this Agreement. No implied license or right is granted by Cepton by estoppel, reliance, or otherwise

15. Feedback.

Customer may provide Cepton with suggestions, recommendations or feedback with respect to the Products, Software, SDK or other aspects of Cepton’s business, products or services, including without limitation for new features, functionality, or other improvements to the Products, Software or an SDK (“**Feedback**”). All Feedback is voluntary, and even if designated as confidential by Customer, shall not create any confidentiality obligation for Cepton. Customer shall not provide, disclose, or deliver Feedback to Cepton that Customer does not own or have the authorization or right to disclose. Cepton shall be free to use and exploit any Feedback, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

16. Confidential Information

All non-public, confidential or proprietary information of Cepton, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing or discounts, disclosed by Cepton to Customer (whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential”) in connection with this Agreement is confidential, and may be used by Customer solely for the use of exercising its rights and performing its obligations under this Agreement and may not be disclosed or copied unless authorized in advance by Cepton in writing. Upon Cepton’s request, Customer shall promptly return all documents and other materials received from Cepton. Cepton shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure without an accompanying obligation of confidentiality; or (c) rightfully obtained by Customer on a non-confidential basis from a third party. Notwithstanding the foregoing, if there is a signed non-disclosure agreement then in effect between the Cepton and Customer that covers the subject matter of this Agreement (an “**NDA**”), then such NDA is hereby incorporated by reference into this Agreement, will continue in force throughout the duration of this Agreement and will supersede and replace this Section 16.

17. Indemnification

Cepton agrees to defend Customer from and against any third-party claims brought against Customer that the design or manufacture of any Cepton-manufactured Product furnished by Cepton to Customer under this Agreement infringes a patent, trademark or copyright of a third party filed or registered in the United States (a “**Claim**”), and will indemnify and hold Customer harmless from and against any damages, costs and reasonable attorney’s fees agreed in a settlement of such claim or awarded in a final judgment on such claim. As a condition of this indemnification obligation, Customer must promptly notify Cepton of a Claim, must tender to Cepton (and/or its insurer) full authority to defend or settle the Claim, and must reasonably cooperate with the defense. If any Cepton

product's use by Customer is enjoined as a result of any Claim, or in Cepton's opinion, the product is likely to become subject to a Claim, Cepton may, at its expense and sole option, modify the product so that it becomes non-infringing, substitute for the infringing product another product having a functionality substantially equivalent to the product, procure for Customer the right to continue to use the product, or accept return of the product and refund the purchase price (less reasonable depreciation) (or in the case of software licensed on a term basis, terminate the license and provide Customer with a refund of any prepaid amounts). Cepton's obligations under this paragraph will not apply to (a) settlements and their related costs and expenses where Customer settles a Claim without Cepton's prior written consent or (b) Claims to the extent arising from (i) modification of the Cepton product other than modifications performed by or at the request of Cepton, (ii) any other technology, equipment, hardware, software, or other materials, including without limitation any product into which the Products may be incorporated, or combination or use of the Products with any such other technology, equipment, hardware, software, or other, (iii) compliance with Customer's designs, specifications, or instructions, or (iv) methods of use of a Product (all of the foregoing, "**Excluded Claims**"), and Customer agrees to defend, indemnify and hold Cepton harmless from and against all Excluded Claims and all losses, liability and expenses incurred by Cepton as a result of Excluded Claims.

18. Limitation of Liability

EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CEPTON'S LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO THE AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER TO CEPTON UNDER THIS AGREEMENT. THE PARTIES AGREE THAT THIS SECTION REFLECTS A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES IN LIGHT OF THE TERMS OF THIS AGREEMENT. THESE LIMITATIONS WILL SURVIVE AND APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

19. Force Majeure

Cepton shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Cepton, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. Any scheduled shipment date will be extended for a period of time equal to the time lost due to any delay excusable under this Section.

20. Compliance with Laws

In the exercise of their respective rights and the performance of their respective obligations under this Agreement, each Party shall strictly comply with all applicable laws, regulations, and governmental orders.

21. Export Control

Customer acknowledges that the Products and related technology are subject to all relevant export laws and regulations of the United States and other applicable jurisdictions, including, without limitation, the U.S. Export Administration Regulations (collectively "**Export Controls**"), and will comply with all Export Controls. Without limiting the generality of the foregoing, Customer will not, and Customer will require its representatives not to, sell, transfer or divert the products or related technology subject to this Contract: (a) to any U.S., sanctioned or embargoed country (including, but not limited to, Cuba, Iran, Sudan and Syria), or any other relevant country ("**Sanctioned Country**");

(b) to any person or other entity that is subject to sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of State's Office of Defense Trade Controls, or any other relevant sanctions authority, including those persons and entities listed in the U.S. Department of Commerce Denied Persons List or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties listing, or any other applicable country's listing of sanctioned persons or entities ("**Sanctioned Persons or Entities**"); (c) to any nuclear weapons, nuclear power, nuclear research, chemical/biological weapons, or missile/rocket technology end-user or end-use; or (d) to any other destination, person or entity restricted or prohibited by the Export Controls, or otherwise in violation of any other applicable import/export laws, regulations, licenses, or government order. Customer represents and warrants that it is not a Sanctioned Person or Entity and is not located in a Sanctioned Country. Customer has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold Cepton harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the products and related technology provided herein. This provision and the assurances made herein shall survive termination of this Agreement.

22. Anti-Bribery/Anti-Corruption

Customer represents, warrants and covenants that it is familiar with all applicable anti-bribery or anticorruption laws and regulations, including, without limitation, those prohibiting Customer, and, if applicable, its personnel, from taking actions in furtherance of an offer, payment, promise to pay or authorization of the payment of anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, favors, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value, to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director, officer, employee or agent of a wholly or partially government-owned or -controlled company or business, (iii) a political party or official thereof, or candidate for political office, or (iv) an executive, official, employee or agent of a public international organization (such as the IMF or the World Bank) ("Official") or any other person; while knowing or having a reasonable belief that all or some portion will be used for the purpose of rewarding or: (a) influencing any act, decision or failure to act by an Official in his or her official capacity, (b) inducing an Official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, (c) inducing any person to use his or her influence to improperly affect any act or decision of such their employer, or (d) securing an improper advantage; in order to obtain, retain, or direct business. Customer represents, warrants and covenants that it currently complies with all applicable anti-bribery or anticorruption laws, including those prohibiting the bribery of Officials, and will remain in compliance with all applicable laws and regulations; that it will not authorize, offer or make payments directly or indirectly to any Official.

23. Waste Electrical & Electronic Equipment (WEEE)

If the Products are furnished to Customer as component products on an OEM basis or as private label goods for distribution under Customer brands, then Customer understands and agrees that Customer shall be deemed the "producer" of all such Products under any laws, regulations or other statutory scheme providing for the marking, collection, recycling and/or disposal of electrical and electronic equipment (collectively, "**WEEE Regulations**") in any jurisdiction whatsoever, (such as for example national laws implementing EC Directive 2002/96 on waste electrical and electronic equipment, as amended), and shall be solely responsible for complying with all such applicable WEEE Regulations.

24. Governing Law and Jurisdiction.

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

25. Assignment and Subcontracting

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

26. Notices

All notices hereunder shall be in writing and addressed to the parties at the address set forth on the Quotation in the case of notice to Customer and to Cepton Technologies, Inc., 2880 N. First Street, San Jose CA 95134, Attention: Legal Department in the case of notice to Cepton, or in each case at such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage prepaid). A notice shall be deemed to be given when delivered or, if delivery is not accomplished as a result of some action or inaction by the receiving party, when tendered.

27. General

Independent Contractors. The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and permitted assigns.

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

Amendments. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by an authorized representative of both parties.

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

No Waiver. No waiver of any term or condition of this Agreement will be valid or binding on either party unless the same will have been mutually assented to in writing by an officer of both parties. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter.

Construction. The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the non-drafting party shall be applied hereto. The word "including", when used herein, is illustrative rather than exclusive and means "including, without limitation." The official language of this Agreement is English, which shall be controlling for purposes of interpretation, or in the event of conflict between English and non-English versions.

Entire Agreement. This Agreement, including the these Terms of Sale, the Quotation, any software end user license agreement or other Cepton terms expressly incorporated herein, and all exhibits, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior and contemporaneous communications, representations, discussions, and agreements between the parties with respect to such subject matter.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one instrument.