

**MICROSOFT AZURE EDGE DEVICES PLATFORM
PRIVATE PREVIEW PROGRAM AGREEMENT**

By clicking “Submit” you are enrolling in the Microsoft Azure Edge Devices Platform Private Preview program. Your use of the prerelease device and participation in the program is governed by this agreement.

[The words “Microsoft Azure Edge Devices Platform Private Preview Program Agreement” should be a hyperlink to the agreement below in this Word document]

MICROSOFT AZURE EDGE DEVICES PLATFORM PRIVATE PREVIEW PROGRAM AGREEMENT

Microsoft is pleased to provide Company with the following Device(s) listed below (collectively, the “Device(s)”) at no charge and solely for the purpose(s) described below. By ordering and subsequently using the Devices(s), you agree to these terms.

Product Type	Product Name	Quantity
Other Device/Hardware	AI SOM Development Kit	

It is Microsoft's intent that provision of the Device(s) complies with all applicable laws, regulations, and ethics rules of our respective companies. Microsoft provides the Device(s) without seeking promises or favoritism for Microsoft in any bidding arrangements and the delivery imposes no obligation on Company to acquire or use any Microsoft product or service. No exclusivity is expected by either party in consideration of the provision of the Device(s). Provision of the Device(s) by Microsoft will not cause Microsoft to be prohibited from any procurement opportunities or subject to any reporting requirements.

Purpose(s)
<ul style="list-style-type: none">• Evaluate and further learn about the Device(s) and the Services• Provide feedback to Microsoft about the Device(s) and the Services• Demonstrate Device features such as AI Edge Computing using the Services• Join a network of other participants in this private preview which include enterprise customers, device builders, solution builders, and others who are working on the AI Edge value chain

Use Limitations. The Device(s) are provided for Company's sole use for the above-described purpose(s) only and subject to the terms of this Agreement, including but not limited to Section 3.2 (License for Access and Use of the Services and Devices) below, and the end user license agreement presented when connecting the Device to the Services. In the event of any conflict between this Agreement and the end user license agreement, the Purpose(s) described above controls.

This Microsoft Azure Edge Devices Platform Private Preview Program Agreement ("Agreement") is an agreement between the entity you represent (Customer (as defined below), "you", or "your"), and Microsoft Corporation ("Microsoft", "we", "us", or "our"). It is effective on the date we provide Customer with confirmation of enrollment in the Private Preview Program. By ordering and subsequently using the Device Company agrees to these terms. As the individual acting on Customer's behalf to enter into this Agreement, you represent that (A) you are acting as an agent of your employer and (B) have the authority to agree to these terms on behalf of such employer.

BY ORDERING AND SUBSEQUENTLY USING THE DEVICE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT ORDER THE DEVICE.

The terms of this Agreement are the sole terms applicable to your use of the device and participation in the private preview program.

TERMS AND CONDITIONS

1. PURPOSE AND STRUCTURE OF THIS AGREEMENT

This Agreement governs your access and use of the Microsoft Azure Edge Platform Preview Services, and as applicable, the Device(s) that Microsoft makes available to you to use with the Services under the additional terms in **Exhibit B (Pre-Release Device Terms)**. The Services are optional, pre-release evaluation services offered by Microsoft to select customers and partners to obtain Feedback (defined below) prior to general release. This Agreement does not apply to any other Microsoft products or services, and no other Microsoft agreements or any statements made in the Microsoft Trust Center apply to the Services.

2. DEFINITIONS

Initially capitalized terms used in this Agreement will have the meanings set forth in **Exhibit A (Definitions)** or as otherwise specified in this Agreement.

3. SERVICES

3.1. The Services offer edge device management, AI model development, AI model lifecycle management, and preview use of AI sample models compatible with preview hardware. Such management includes provision of Devices and other Deliverables and may also include processing of Raw Video Data on your premises by Software on a Device within your control.

3.2. License for Access and Use of the Services and Devices. Subject to the terms of this Agreement, Microsoft grants you a non-exclusive, non-transferable, non-sublicensable and limited right during the Term to access and use the Services only through the means we designate and solely for the Purpose(s) described above. Access to the Services requires at least one Device and certain Azure Cloud Services. You may not access or use the Services: in a way prohibited by law, regulation, governmental order or decree; to violate the rights of others; to try to gain unauthorized access to or disrupt any service, device, data, account or network; to spam or distribute malware; in a way that could harm the Services or impair anyone else's use of it; in any application or situation where failure of the Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or to assist or encourage anyone to do any of the above. Additional licenses for Devices are specified in **Exhibit B (Pre-Release Device Terms)**.

3.3. Pre-Release Services and Updates. The Services are pre-release services that are only available for a limited time. The Services may not work correctly or in the way a commercial version of the Services may function. As pre-release services, the Services may employ less or different privacy and security measures than those typically present in Microsoft commercial offerings.

You agree that you will not use the Services to process data subject to heightened compliance requirements or protected health information in the United States. Microsoft may change or suspend the Services at any time. The Services may experience interruptions and extended downtime during which you may not be able to access the Services, features and functionality of the Services, or your Company Data. Updates may be provided throughout the term and such updates may result in the deletion of Company Data or changes to the Services functionality. Due to the pre-release nature of the Services, some or all of the Company Data may be lost. Your Company Data may not be able to be migrated from the Services to any future pre-release or commercial versions of the Services that may be released or other Microsoft products or services.

3.4. Microsoft Azure Services. Some features of the software provide access to, or rely on, Microsoft Azure Services. The use of those services (but not the software) is governed by the separate terms and privacy policies associated with your Microsoft Azure subscription. The services may not be available in all regions. For more information see <https://azure.microsoft.com/en-us/support/legal/>.

4. COMPANY RESPONSIBILITIES

4.1. Company must comply with all laws and regulations applicable to use of the Services and any Devices. Company is solely responsible for determining the appropriateness of using the Services and Devices and for using them in a manner consistent with Company's legal and regulatory obligations. Company represents and agrees that it has all the necessary consents and rights to any Company Data, Company equipment, Company-provided Machine Learning Models, software programs, or services that it uses in connection with the Services, and that such activities do not infringe the intellectual property or other proprietary rights of any third party. You agree to obtain all necessary rights, and comply with all licenses or other terms, from the rightful owner of such Company Data, Company equipment, Company-provided Machine Learning Models, software programs or services that you do not own. You assume all risks associated with using the Services and Devices, including but not limited to risks and costs of program errors, reduced or different security, compliance and privacy commitments, damage to or loss of data, and unavailability or interruption of the Services. In order to use the Services you take responsibility for installing and securing Company equipment and Devices on your premises in a location you select (subject to **Exhibit B (Pre-Release Device Terms)**) and connecting the Devices to a secure internet connection that you provide and maintain for purposes of using the Services. Microsoft personnel, the Services, or documentation related to the Services may make suggestions about camera placement and optimal Service use. Irrespective of any such suggestions, you bear sole responsibility for:

- 4.1.1. determining the appropriate location and placement of the Company equipment and Devices with video-recording functionality;
- 4.1.2. properly notifying and obtaining consent from persons (including customers and employees) on your premises for the Raw Video Data as required under any applicable laws and regulations; and
- 4.1.3. securing the physical integrity of the Company equipment and Devices, including taking commercially reasonable steps to ensure that the Company equipment and Devices remain in place and without evident tampering.

5. DATA PROCESSING

5.1. Company Data. Company Data that Microsoft processes on Company's behalf may be transferred, stored, and processed in the United States or any other country in which Microsoft, Microsoft's affiliates, or its sub-processors operate. Company appoints Microsoft to perform any such transfer to any such country and to store and process Company Data to provide the Services. To the extent that Microsoft is a processor or sub-processor of Personal Data in connection with the provision of the Services under this Agreement, Microsoft makes for the Services the same data protection commitments that it does for Professional Services in Attachment 1 of the Microsoft Online Services Data Protection Addendum ("**DPA**") (available at <https://aka.ms/DPA>), including the cross-referenced GDPR Terms and subject to the following:

- 5.1.1. References to "Customer" in the DPA are references to "Company" as defined in this Agreement;
- 5.1.2. References to "volume licensing agreement" in the DPA are references to this Agreement;
- 5.1.3. References to "Professional Services" in the DPA are references to the "Services" as defined in this Agreement;
- 5.1.4. Terms in the DPA applying to the "Online Services" do not apply to the Services;
- 5.1.5. References to "Professional Services Data" in the DPA are references to "Company Data" as defined in this Agreement; and
- 5.1.6. The DPA section entitled "Additional Terms for Support Data" does not apply under this Agreement.

For the avoidance of doubt, notwithstanding anything to the contrary in Attachment 1 of the DPA, the terms of the Online Services Terms (OST) and the DPA (other than the above-mentioned terms in Attachment 1) do not apply to the Services or this Agreement.

5.2. Use of Company Data. In addition to the above processing to perform the Services, Microsoft may use Aggregated and Anonymized Company Data, or Anonymous Company Data, and any information (excluding Personal Data) derived from Microsoft's analysis of the Services, Deliverables, and Company Data to create, enhance, or improve Services, Deliverables, and other Microsoft products and services.

5.3. Use of Company Data for the Purpose of Shipping the Device. For the purpose of shipping the Device to Company, Company expressly authorizes Microsoft to provide Company's contact information (recipient name, street address, email address (if applicable), and phone number (if applicable)) to Microsoft's approved logistics provider who will ship the Devices to Company on Microsoft's behalf. Microsoft will delete this shipping information at the conclusion of the private preview program which is estimated to end when the Devices are released as "generally available" for sale to the public.

5.4. Sharing Contact Information with Telecommunication Providers. By accepting this Agreement Company gives Microsoft consent to provide Company's contact information (contact name, and email address) to its strategic telecommunications partners for the purpose of facilitating 5G connectivity for Company's artificial intelligence project using the Device.

6. SOFTWARE

- 6.1.** If you receive Software from us as part of the Services or installed on any Device provided pursuant this Agreement, your use of that Software is subject to the software license terms presented or otherwise made available for your acceptance for that Software. The Services or Software provided with the Services may contain third-party software components, that unless otherwise disclosed in the Services or portion thereof, are subject to a separate software license. Microsoft is not liable or responsible for any breach or violation by you of third-party terms. If there is no license presented to you or disclosed pursuant to Section 6.2 (Third Party Software), then we grant you a limited, nonexclusive, nontransferable right to use the Software only as part of the Services or in conjunction with the Devices and only for authorized use of the Services. We reserve all other rights to such Software.
- 6.2. Third Party Software.** The Software may include third party programs that are licensed to Company under this Agreement, or under their own terms. License terms, notices, and acknowledgements, if any, for the third-party programs can be viewed at <https://aka.ms/thirdpartynotices>.
- 6.3.** You may not disassemble, decompile, or reverse engineer any Software, except and only to the extent that the foregoing is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of the open-source components that may be included with the Software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License that are included with and linked to by the Software.
- 6.4.** Unless we notify you otherwise, your license to use the Software provided by us as part of the Services or on a Device will end when your right to use the Services ends, and you must promptly uninstall the Software.
- 6.5.** The Software may periodically check for updates and download and install them for you. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing Software features, services, or peripheral devices.

7. RESERVATION OF RIGHTS

Microsoft reserves all rights not expressly granted in this Agreement. No additional rights will be granted or implied by waiver or estoppel. Microsoft claims no ownership of or control over your Company Data. It is solely your responsibility to protect any rights you may have in Company Data.

8. CONFIDENTIALITY

- 8.1.** Any disclosures, information or documents made or shared between the parties under this Agreement, shall be classified “Confidential Information”, except for Feedback, and subject to the terms of Sections 4 (Company Responsibilities) and 5 (Data Processing) above, and **Exhibit B (Pre-Release Device Terms)**.
- 8.2.** If a separate nondisclosure agreement is in place between Microsoft and Company, such agreement will govern all Confidential Information exchanged between the parties under the Agreement.

8.3. If no such nondisclosure agreement is in effect, the following provisions apply to the parties' exchange of Confidential Information under the Agreement:

- 8.3.1. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its Representatives and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.
- 8.3.2. Each party must not disclose any Confidential Information of the other for five (5) years following the date of initial disclosure; notwithstanding the foregoing, each party must not disclose any Confidential Information of the other that contains Personal Data.
- 8.3.3. Notwithstanding the parties' obligations set forth above, a receiving party may disclose the other party's Confidential Information if required by a court order or Laws to do so; provided that prior to disclosure, the disclosing party must seek the highest level of protection available and must give the other party reasonable prior notice when possible to allow it to seek a protective order.
- 8.3.4. Neither party is required to restrict the work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose in the course of working together, or what its Representatives will remember, even without notes or other aids. Neither party will bring a claim under trade secret law, or for breach of this Agreement, to the extent arising out of use of Confidential Information in such Representatives' unaided memories in the development or deployment of each party's respective products and services.

8.4. Monitoring. Microsoft and its representatives have the right to monitor Company's public statements and social media communications to verify your compliance with the above requirements, and Company agrees to work with Microsoft to promptly correct any failure to comply with such requirements.

9. NO SUPPORT OBLIGATION

Microsoft has no obligation to provide any support services for the Device or the Services. In the event of an outage or interruption that Microsoft determines may cause risk to the Device or the Services, Microsoft may determine in its sole discretion to suspend the Services. Microsoft may, at its option, provide limited assistance to you in setting up the Services or any Devices, which assistance may include answering questions, visiting your facilities, weekly calls with Microsoft, and undertaking similar activities. ANY SUCH ASSISTANCE IS PROVIDED IS "AS IS", "WITH ALL FAULTS", AND WITHOUT WARRANTY OF ANY KIND. THE SERVICES ARE EXCLUDED FROM ANY COMMITMENTS MICROSOFT MAY MAKE IN ITS SERVICE LEVEL AGREEMENTS.

The software included on the Device may: (i) be pre-release software that is not at the level of performance and compatibility of final, commercially available software products; and (ii) may contain functionality that is time-sensitive and is designed to stop functioning after a particular date.

10. FEEDBACK

Providing “**Feedback**” (suggestions, comments, feedback, ideas, or know-how, in any form) to Microsoft about the Services is voluntary. Microsoft is under no obligation to post or use any Feedback. By providing Feedback to Microsoft, Company (and anyone providing Feedback through Company) irrevocably and perpetually grants to Microsoft and its Affiliates, under all of its (and their) owned or controlled intellectual property rights, a worldwide, non-exclusive, fully paid-up, royalty-free, transferable, sub-licensable right and license to make, use, reproduce, prepare derivative works based upon, distribute, publicly perform, publicly display, transmit, and otherwise commercialize the Feedback (including by combining or interfacing products, services or technologies that depend on or incorporate Feedback with other products, services or technologies of Microsoft or others), without attribution in any way and for any purpose. Company warrants that (a) it will not provide Feedback that is subject to a license requiring Microsoft to license anything to third parties because Microsoft exercises any of the above rights in Feedback provided by or through Company; and (b) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).

11. EXPORT RESTRICTIONS

The Device, Services, and Deliverables are subject to U.S. and other countries’ export jurisdiction. Each party must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, Office of Foreign Assets Control sanctions programs, and end-user, end use and destination restrictions by U.S. and other governments. For additional information, see www.microsoft.com/exporting.

12. PUBLICITY AND MARKETING

At Microsoft’s request, the parties will engage in efforts to mutually promote their collaboration under this Agreement. Neither party will engage in or issue any public communications related to this Agreement without the other party’s consent.

13. DISCLAIMER OF WARRANTIES

MICROSOFT PROVIDES THE SERVICES, ANY DEVICES, DELIVERABLES, AND ANY SUPPORT OR ASSISTANCE “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE.” COMPANY BEARS ALL RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, GUARANTEES OR CONDITIONS UNDER OR IN RELATION TO THE SERVICES, ANY DEVICES, DELIVERABLES, AND ANY SUPPORT OR ASSISTANCE. TO THE EXTENT PERMITTED UNDER LOCAL LAWS, MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MICROSOFT DOES NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT DATA LOSS WILL NOT OCCUR, AND YOU ACKNOWLEDGE THAT OCCASIONAL PERIODS OF DOWNTIME WILL OCCUR.

14. DEFENSE OF CLAIMS

Company agrees to defend, indemnify and hold Microsoft harmless from and against all damages, costs and attorneys’ fees in connection with any claims made by an unaffiliated third party that arise from violation of Sections 3.2 (License for Access and Use of the Services and Devices) and 4 (Company Responsibilities) of this Agreement. As a condition of such indemnity, Microsoft shall: (a) notify Company, in writing, of any claims related to Company and permit Company, through mutually

acceptable counsel, to answer and defend such claims; and (b) assist Company, at Company's expense, to help defend such claims. Microsoft will have the right to employ separate counsel and participate in the defense of any claim at its own expense. Company will not be responsible for any settlement made without Company's written permission, which permission will not be unreasonably withheld. Company may not settle any claims on Microsoft's behalf without Microsoft's prior written permission, which permission will not be unreasonably withheld. Any settlement terms will be deemed confidential under the NDA.

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR **(A)** ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS PERFORMANCE INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE; OR **(B)** ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF \$5,000 OR THE TOTAL AMOUNT PAID BY COMPANY TO MICROSOFT UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION WILL NOT APPLY TO EITHER PARTY'S LIABILITY FOR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR COMPANY'S OBLIGATIONS UNDER SECTIONS 3.2 (LICENSE FOR ACCESS AND USE OF THE SERVICES AND DEVICES), 4 (COMPANY RESPONSIBILITIES), AND 14 (DEFENSE OF CLAIMS).

The limitations on liability set forth in this Agreement do not apply to liability arising from Microsoft's liability for death or personal injury caused by Microsoft's negligence or fraud.

16. TERM AND TERMINATION.

16.1. The **"Term"** of this Agreement will be for two (2) years from the Effective Date (the **"Initial Term"**) and may renew for additional one (1) year terms (each, a **"Renewal Term"**) upon written agreement, unless earlier terminated under this section. Either party may terminate this Agreement immediately upon written notice at any time for any reason. Sections 5.2 (Use of Company Data), 10 (Export Restrictions), 13 (Disclaimer of Warranties), 14 (Defense of Claims), 15 (Limitation of Liability), 16 (Term and Termination), 17 (Notices), and 18 (Miscellaneous), and Exhibit A (Definitions) will survive the Term. Neither party will be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with these terms.

16.2. Service Suspension. Microsoft reserves the right to suspend offering of the Services for any reason and shall not be liable to Company for damages for such suspension.

17. NOTICES

All notices and requests in connection with this Agreement are deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and shall be addressed to the receiving party's

signatory on the first page of this Agreement. Notices to Microsoft will be copied to Deputy General Counsel, Cloud & Artificial Intelligence Group. Notices to Company will be copied to General Counsel, Company. Each party may change the persons to whom notices will be sent by giving prior written notice to the other.

18. MISCELLANEOUS

18.1. Governing Law; Attorneys' Fees. The laws of the State of Washington govern this Agreement and the parties consent to exclusive jurisdiction and venue in the federal courts of the Western District of Washington, or if no federal subject matter jurisdiction exists, in the courts located in King County, Washington. If a party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

18.2. Relationship between the Parties. This Agreement does not create a partnership, joint venture, agency, or franchise relationship between the parties. The parties are independent contractors and may develop products independently without using the other's Confidential Information.

18.3. Severability. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

18.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous communications regarding such subject matter. This Agreement will not be modified except by a written agreement dated subsequent to the Effective Date and signed by duly authorized representatives of both parties.

18.5. Counterparts. This Agreement may be executed in counterparts and by electronic means.

EXHIBIT A Definitions

“Affiliate” means any legal entity that owns, is owned by, or is commonly owned with a party. “Own,” for purposes of this definition, means 50% or a higher percentage of ownership or rights to direct the management of the entity.

“Aggregated and Anonymized Company Data” means Company Data that, when collected, contained Personal Data that was originally linkable to an identifiable natural person, and which has been modified such that (a) any field and/or metadata identifying Company as the source of the data has been removed, and (b) it has been subject to a process to securely remove the Personal Data so that the Company Data cannot be traced or linked to an identifiable natural person.

“Anonymous Company Data” means Company Data that (a) when collected did not contain Personal Data and was never linkable to an identifiable natural person, and (b) has been modified such that any field and/or metadata identifying Company as the source of the data has been removed.

“Azure Cloud Services” means any Azure services required to evaluate the Services, and for which a separate Azure subscription is required, including but not limited to Azure IoT Hub, Azure Blob Storage, and/or Azure Machine Learning. When you register for and use an Azure Active Directory (AAD) account, your use of the Azure Cloud Services in connection with the Services is governed separately by the agreement with Microsoft governing your use of the Azure Cloud Services.

“Company Data” means all data that are provided to Microsoft by, or on behalf of, Company through use of the Services, including Aggregated and Anonymous Company Data, Anonymous Company Data and Personal Data.

“Confidential Information” means a party's non-public information, know-how, or trade secrets that (a) the party designates as being confidential; or (b) given the nature of the disclosure or circumstances surrounding the disclosure, reasonably should be treated as confidential by the receiving party. Confidential Information does not include information that: (1) the receiving party already knew without an obligation to maintain the information as confidential; (2) the receiving party received from a third party without breach of an obligation of confidentiality owed to the other party; (3) the receiving party independently developed; or (4) becomes publicly known through no wrongful act of the receiving party.

“Deliverables” means any Devices, computer code including Software, Machine Learning Models, reports, configurations, training materials or other materials or documentation that Microsoft provides to Company in connection with Company's use of Services or Microsoft's performance of Services. Services and Products are not Deliverables.

“Device” means the AI SOM Development Kit device provided to Company by Microsoft and intended to utilize the Services, including Software, pursuant to the terms in **Exhibit B (Pre-Release Device Terms)** and including any replacement updated versions of the Device, if applicable.

“DPA” is defined in Section 5.1.

“Effective Date” is defined on the first page of this Agreement.

“Excluded License” means any license requiring, as a condition of the use, modification, or distribution of software subject to the license, that the software or other software combined or distributed with the software, be: (1) disclosed or distributed in source code form; and (2) either licensed for the purpose of making derivative works or redistributable at no charge.

“FCC” means the United States Federal Communications Commission.

“Feedback” is defined in Section 10.

“GDPR” is defined in the DPA.

“Initial Term” is defined in Section 16.1.

“Laws” means any and all applicable international, national, and local laws (including regulations and binding judicial law) as amended, extended, repealed and replaced, or re-enacted.

“Machine Learning Model” means the machine learning output that is generated from application to data of algorithms and code (e.g., training). Microsoft may make Machine Learning Models available to Company via the Services or as Deliverables. The Services may also use a Machine Learning Model provided by Company or a third party. The Machine Learning Models may be trained by applying Company Data, Microsoft Data, or an open-source dataset.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Pre-Existing Work” means any computer code or other written materials developed or otherwise obtained by a party independent of this Agreement. For purposes of this Agreement, Pre-Existing Work will not be deemed to include Company Data.

“Products” means Microsoft’s generally available products and services, including all products and services identified in Microsoft’s Product Terms, and including pre-release or beta versions of such generally available products and services.

“Product Terms” means the document that provides information about Microsoft products and professional services available through volume licensing. The Product Terms document is published on the Volume Licensing Site (at <http://www.microsoft.com/licensing/contracts> or a successor site) and is updated from time to time.

“Raw Video Data” means video recordings or images derived therefrom and scans of Company’s business premises from cameras on your premises.

“Renewal Term” is defined in Section 16.1.

“Representatives” means the employees, agents, contractors, advisors and consultants (each acting in such respective capacity) of a party.

“Services” means the pre-release services described in this Agreement at Section 3.1, including Microsoft Machine Learning Models. Services does not include commercially available Microsoft Azure Services.

“Software” means all software in object code form provided on or in conjunction with the Services or Devices, including all tools, updates, and associated documentation.

“SOM” means system on module.

“Term” is defined in Section 16.1.

EXHIBIT B PRE-RELEASE DEVICE TERMS

Notice: The Device is an AI SOM Development Kit device including a developer board, a vision SOM, and a speech SOM. The Device has been authorized as required by the rules of the United States Federal Communications Commission and the countries listed below at Section 12 (Device Specific Terms). The Devices have not been authorized by regulatory agencies in all countries.

The Devices are not available for sale. The Device is provided to you free of charge, and it must not be offered for re-sale or lease to third parties. If you no longer want the Device, Microsoft requires you to return it to Microsoft.

In the event of a safety recall, Microsoft will contact you for return of the Device.

1.0 GENERAL

In connection with the Services, Microsoft may provide one or more Devices, or loan one or more prototype Devices, to Company. Company's use of the Device(s) as part of the overall Services is subject to Company's compliance with all terms and conditions of the Agreement, this Exhibit, and any terms and conditions that accompany the Device(s).

The additional terms in this Exhibit apply to your receipt and use of the Devices with the overall Services.

2.0 PRODUCTION USE RIGHTS

During this preview, Microsoft does not recommend or support use of any Device(s) to analyze, filter and process production data. Should you do so, you agree (a) that you are solely responsible for determining the appropriateness of using any Device(s) as set forth in the Agreement and (b) that Microsoft shall have no liability to you or any other third party for any data collection and use, loss of data, accuracy or quality of any results, or other damages.

3.0 SOFTWARE

Your use of Software installed on the Device(s) or used in conjunction with the Device(s) during the Term is governed by the license in Section 6 (Software) of the Agreement and any additional software license terms presented or otherwise made available to you in connection with the Device(s), including without limitation, any separate license terms for any separate modules or agents to run additional services.

4.0 REPORTING/REPAIR

If the Device arrives damaged, defective, or otherwise inoperable, Company will promptly report such status to Microsoft via email and may request a return authorization from Microsoft for returning the damaged Device(s) and ordering a replacement. This Device is part of a private preview program with a limited number of Devices. Replacement Devices are subject to availability.

5.0 NO OTHER RIGHTS

Company is not authorized to open, physically modify, physically alter, reverse engineer, perform benchmarking tests with, or otherwise use the Devices except as set forth in Section 7 (Evaluation Rights) of this Exhibit. Except as expressly set forth in the Agreement (including this Exhibit), Company is not granted any rights or licenses with respect to the Device(s) or in any Microsoft's patents, copyrights, trade secrets, trademarks or any other rights in the Device(s).

6.0 EXPERIMENTAL/SPECIAL AUTHORITY

The Devices are not yet commercially available and are not intended to meet the requirements of commercially available devices. The Devices contain radio frequency ("RF")/digital hardware and software and may only be used for engineering development, engineering evaluation, and demonstration purposes only in a controlled environment. The prototype Devices are not being placed, and may not be placed, on the market, leased or sold for use by the general public as an end user device. As to prototype Devices, compliance with requirements such as RF exposure have not been validated. Company should refer to the FCC website at <http://www.fcc.gov/oet/rfsafety/> (and/or information provided by regulatory authorities in the applicable countries) to obtain guidance if concerned with RF exposure when using a prototype Device in a development environment. As a precautionary measure, maintain at least 5 centimeters (2 inches) separation distance between any Device(s) and the user's body (hands excluded) when using the Device(s) for wireless transmission to ensure compliance with FCC RF exposure limits. Any Devices are to be used under the appropriate experimental authority or special temporary authorization, as the case may be. Company may not remove any markings or labels affixed to any Device(s) by Microsoft unless authorized by Microsoft to do so.

7.0 EVALUATION RIGHTS

In addition to the licenses specified in Section 3.2 (License for Access and Use of the Services and Devices) of the Agreement, Microsoft grants you a license to:

- 7.1** customize and use the Device(s) to analyze, filter, and process Company Data on your premises, as well as the ability to use Software in conjunction with the Device(s); and
- 7.2** test and evaluate the Device(s) for inclusion as a component (in whole or in part) in your own hardware solutions for use with the Services.

Notwithstanding the foregoing, you agree that you will not disassemble any components of the Device.

8.0 CONFIDENTIALITY

- 8.1** Company agrees that it will not allow the Device to be visible to the general public, as it is still under private preview.
- 8.2** Company agrees to refrain from allowing photographs of the Device to be taken and posted publicly.

9.0 OWNERSHIP/RISK OF LOSS

You are responsible for inspecting each Device upon receipt from the carrier and for promptly reporting any damages to Microsoft. Microsoft retains all intellectual property rights to each Device, including any patent, copyright, trade secret, or trademark rights.

10.0 SHIPMENT AND RETURN OF PROTOTYPE DEVICES

10.1 Microsoft will be responsible for costs of shipping the prototype Device(s) from Microsoft to you and return shipping (in the event of a damaged Device or other reason) of the prototype Device(s) from you through Microsoft's designated carrier. When returning the prototype Device(s) to Microsoft, you will package and ship the prototype Device(s) in accordance with Microsoft's instructions, including by using a carrier designated by Microsoft and the packaging materials provided by Microsoft.

10.2 If Company returns a Device to Microsoft for any reason, Company must back up and store any data it wishes to keep from any prototype Device(s) and remove any personal information before Company returns the prototype Device(s). Microsoft is not responsible for: (a) any loss suffered by Company due to data that is not erased from any prototype Device(s), including without limitation if such data is transferred to a third party, or (b) any loss of data when or after returning the prototype Device(s) to Microsoft.

11.0 TAXES

Company is responsible for reporting and paying any taxes associated with the receipt of any Devices, if applicable. The amounts and/or other consideration provided by Microsoft under this Agreement are inclusive of any applicable tax (including but not limited to net income or gross receipts taxes, sales, and value added type taxes) and all such taxes shall be Company's financial responsibility. Company agrees to indemnify, defend, and hold Microsoft harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities related to such taxes.

12.0 DEVICE-SPECIFIC TERMS

This Device has been certified for use in the countries listed below and may be used at a non-commercial site as needed. Company agrees that it will only use the Device within the countries listed below.

Microsoft can ship to the following countries where the Device has been certified:	The Device is certified use in the following additional countries:
Australia	Belgium
Austria	Bulgaria
Canada	Croatia
France	Cyprus
Germany	Czech Republic
Hungary	Denmark
Ireland	Estonia
Japan	Finland
Netherlands	Greece

New Zealand	Iceland
Portugal	Italy
Spain	Latvia
Sweden	Liechtenstein
Taiwan	Lithuania
United Kingdom	Luxembourg
USA	Malta
	Norway
	Poland
	Romania
	Slovakia
	Slovenia
	Switzerland
	Turkey