

1. Eligibility and Participation. By using a Lattice Beta Service (as defined below), you, including the entity or company you represent (hereinafter “you”), hereby agree to comply with all written requirements provided in these Lattice Beta Terms (“Beta Terms”) regarding such Beta Service. You also agree to use the Beta Service in accordance with the “Customer Responsibilities” set forth in the Lattice Terms of Service located at <https://lattice.com/privacy/terms-of-service> (the “Terms of Service”) for the duration of these Beta Terms. In the event you use any other Service (as defined in the Terms of Service) other than the Beta Service, the Terms of Service you have agreed to with Lattice apply with regard to your use of such Service.

In addition to the foregoing, you represent and warrant that you are authorized, and if applicable have obtained any necessary consent, to disclose your confidential information, including any personal data, to Lattice for the purpose of accessing and using the Beta Service, and that any such disclosure by, as well as any processing instruction by you to Lattice with regard to any confidential information or personal data disclosed to Lattice, will not violate any third party right or applicable law.

2. Acknowledgement of Beta Service. “Beta Service” means a Service, or a feature of the Service (as defined in the Terms of Service), that is designated or presented to the you as alpha, beta, experimental, pilot, limited release, in development, developer preview, early access, non-production, evaluation, or such that it is provided prior to general commercial release (and can have the designation “Beta”), including all content therein with the exception of “Customer Content” (as defined in the Terms of Service). By accepting these Beta Terms or using the Beta Service, you understand and acknowledge that the Beta Service is being provided on an “as-is” or “as available” basis. Accordingly, you acknowledge and agree that: (a) the Beta Service is not an official product and has not been commercially released for sale by Lattice (and may not be); (b) the Beta Service may not operate properly, be in final form or fully functional; (c) the Beta Service may contain errors, design flaws or other problems; (d) it may not be possible to make the Beta Service fully functional; (e) the information obtained using the Beta Service may not be accurate and may not accurately correspond to information extracted from any database or other source; (f) use of the Beta Service may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss; (g) Lattice is under no obligation to release a commercial version of the Beta Service; and (h) Lattice has the right unilaterally to abandon development of the Beta Service, at any time and without any obligation or liability to you. You acknowledge and agree that it should not rely on the Beta Service for any reason. You are solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored, or otherwise processed by the Beta Service. you will be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of your use of the Beta Service. Accordingly, no warranty or representation is made by either party hereto that any information disclosed by it hereunder is true and correct, patentable or copyrightable, or that any such information involves concepts or embodiments that are free of infringement of other rights. Further, you acknowledge and agree that the Beta Service may contain bugs, errors, and other problems. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE BETA SERVICE, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. In addition, Lattice is not obligated to provide any maintenance, technical, or other support for the Beta Service. Upon conclusion of the beta testing phase, the Beta Service may be offered or otherwise made available to you as part of the paid Services subscribed to by you. Neither complimentary services nor any Beta Service is subject to autorenewal absent a paid subscription unless otherwise agreed to in writing by Lattice.

3. Feedback. The Beta Service is made available to you for the purposes of evaluation and feedback (“Feedback”). As a condition of your access to and use of the Beta Service, you will provide reasonable feedback to Lattice concerning the features and functionality of the Beta Service. You acknowledge that Lattice owns all feedback provided, and you hereby grant to Lattice a perpetual, non-revocable, royalty-free worldwide license to use and/or incorporate such feedback into any Lattice products or services at any time at Lattice’s sole discretion. If Lattice chooses to publish such feedback, Lattice will either do so in a way that does not identify you or seek your consent in the event Lattice does wish to identify you. Lattice may also monitor how you use the Beta Service and use that information to improve the Beta Service or Lattice’s other products and services.

4. Confidentiality. You acknowledge that the Beta Service contains confidential information and trade secrets of Lattice and its licensors or suppliers, and accordingly you agree that you will not use the Beta Service for any purpose other than your internal evaluation and the provision of feedback to Lattice, and that you will not disclose to any third party without the prior written approval of

Lattice, the Beta Service, its features, feedback (as defined in Section 3), related technical information, or any other information, including, without limitation, business, technical, financial and marketing information, that is in written, oral or any other form, that Lattice designates as being confidential or that, under the circumstances surrounding disclosure, should be clear that it is confidential, or the results of any performance or functional evaluation or test of the Beta Service (“Confidential Information”). You agree to use the same degree of care as you use to protect your own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of Confidential Information. For the avoidance of doubt, except with the prior written consent of Lattice, you will not (i) disclose such Confidential Information to any other person or entity or (ii) use such Confidential Information for any purpose other than as permitted hereunder. Confidential Information may be disclosed only to your employees or consultants or any parent or subsidiary of yours who have a bona fide need to know such information for purposes consistent with these Beta Terms, and provided that such persons are made aware of these Beta Terms and either (i) agree to observe and abide by its terms or (ii) are bound by obligations of confidentiality to you of at least as high a standard as those imposed on hereunder. You agree to immediately report any violation of this provision to Lattice and you will employ all reasonable means to mitigate any damages or losses that Lattice may incur as a result of any such violation. Your rights in the Beta Service will be limited to those expressly granted herein.

5. Intellectual Property. As between you and us, the Beta Service, any and all modifications, enhancements, upgrades and updates thereto, and all copyrights, trademarks, service marks, trade secrets, patents and other intellectual property rights therein (registered or unregistered), are the exclusive property of Lattice and its suppliers, and you understand that nothing contained herein will be construed as a grant, express or implied or by estoppel, of a transfer, assignment, license, lease of any right, title or interest in the Beta Service or any such information or Confidential Information. All rights in and to the Beta Service not expressly granted to you in these Beta Terms are reserved by Lattice and its suppliers. For the avoidance of doubt, these Beta Terms do not grant you any right to copy, transmit, transfer, modify or create derivative works of the Beta Service, or reverse engineer, reverse compile, reverse assemble, or otherwise determine or derive source code of the Beta Service, or any other right in or to the Beta Service not specifically set forth herein.

6. Modification and Termination. Lattice reserves the right to modify or terminate these Beta Terms, or limit, deny, or terminate your use of or access to the Beta Service, at any time, in Lattice’s sole discretion, for any reason, with or without notice and without liability to you. You understand and agree that if you use the Beta Service after the date on which these Beta Terms have changed, your continued access to and use of the Beta Service will constitute your acceptance of the updated Beta Terms. These terms will remain in effect for as long as you use the Beta Service or until terminated by you or Lattice, or otherwise until general release (General Availability or “GA”) of the Beta Service to the public. These Terms will automatically terminate upon any breach by you of any of your obligations hereunder including breach of confidentiality obligations. Your breach of any of your obligations under the Terms of Service may also result in your immediate termination from use of and access to the Beta Service.

7. Disclaimer of Warranties. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE BETA SERVICE IS PROVIDED BY LATTICE ON AN “AS IS” BASIS AND AS AVAILABLE, AND YOUR ACCESS TO, PARTICIPATION AND/OR USE OF THE LATTICE BETA PROGRAM OR BETA SERVICE, IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LATTICE EXPRESSLY DISCLAIMS ALL AND YOU RECEIVE NO WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT INCLUDING NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS. LATTICE MAKES NO WARRANTY THAT ANY BETA SERVICE WILL MEET YOUR REQUIREMENTS AND/OR THAT THE BETA SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, NOR DOES LATTICE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BETA SERVICE OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE BETA SERVICE. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LATTICE OR THROUGH THE BETA SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN AND LATTICE RETAINS ITS RIGHT TO REVOKE ACCESS TO THE BETA SERVICE AT ANY TIME.

8. Return of Confidential Information. Upon the completion or termination of these Beta Terms, or at any time within fourteen (14) days of receipt of a written request from Lattice, you shall (i) promptly return to Lattice all Confidential Information disclosed in tangible form and copies thereof and (ii) promptly destroy any copies of such Confidential Information and upon Lattice’s request certify such destruction to Lattice.

9. Equitable Relief. You acknowledge and agree that the covenants set forth in these Beta Terms are reasonable and necessary for the

protection of Lattice's business interests and that irreparable injury may result if they are breached. You further agree that in the event of any actual or potential breach of any such covenant, Lattice may have no adequate remedy at law and will be entitled to seek immediate temporary injunctive relief. Nothing herein shall be construed as prohibiting Lattice from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.

10. Limitation of Liability and Indemnification. LATTICE'S MAXIMUM AGGREGATE LIABILITY ARISING FROM YOUR USE OF THE BETA SERVICE (INCLUDING ANY LIABILITY ARISING FROM A THIRD-PARTY), WILL BE LIMITED TO \$100.00. NEITHER PARTY WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES TO YOUR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OR MISUSE OF THE BETA SERVICE. REGULATIONS AND JUDICIAL PRECEDENT IN CERTAIN STATES LIMIT THE MAXIMUM AMOUNT THAT DAMAGES CAN BE LIMITED BY OPERATION OF CONTRACT. IF UNDER SUCH CIRCUMSTANCES, THE FOREGOING LIMITATION OF LIABILITY IS DEEMED INEFFECTIVE AS A MATTER OF LAW, IT SHOULD INSTEAD BE CONSTRUED TO LIMIT LIABILITY TO THE MINIMUM AMOUNT THAT WOULD BE CONSISTENT WITH SUCH LAWS OR PRECEDENT WHILE STILL GIVING EFFECT TO THE INTENTION OF THIS CLAUSE. in addition to the foregoing, you agree to hold harmless and indemnify Lattice, its affiliates and subsidiaries, officers, directors, agents, and employees from and against any third party claim arising from or in any way related to (i) your breach of these Beta Terms, (ii) your use of the Beta Service, or (iii) your violation of applicable laws, rules or regulations in connection with the Beta Services.

11. General Compliance with Laws. You agree to comply with all applicable local, state, national, and foreign laws and regulations, including, but not limited to, all applicable import and export laws and regulations governing use, transmission and/or communication of content, in connection with their performance, participation, access and/or use of the Beta Service.

12. Miscellaneous. These Beta Terms do not represent or imply any agreement or commitment to enter into any further business relationship. Nor do they create any agency or partnership relationship between the parties or authorize a party to use the other party's name or trademarks. Neither party will be liable to the other for any of the costs associated with the other's efforts in connection with these Beta Terms. Neither these Beta Terms nor your access to or use of the Beta Services under these terms will be deemed or construed to create any partnership, joint venture or agency relationship between the parties. These Beta Terms are governed and construed in accordance with the internal laws of the State of California, without giving effect to its choice of law or conflicts of law principles. The parties consent to exclusive venue and jurisdiction for actions hereunder in state courts located in San Francisco County, California and federal courts located in the Northern District of California. These Beta Terms will be binding upon the successors and/or assigns of the parties.