SUN LIFE ASSURANCE COMPANY OF CANADA

Executive Office:
One Sun Life Executive Park
Wellesley Hills, MA 02481

(800) 247-6875
www.sunlife.com/us

Sun Life Assurance Company of Canada certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below.

Policy Number:	948706-001
Policy Effective Date:	January 1, 2022
Policyholder:	Ambarella Corp
Employer:	Ambarella Corp
Issue State:	California
Amendment Effective Date:	January 1, 2024

This Certificate contains the terms of the Group Insurance Policy that affect your insurance. This Certificate is part of the Group Insurance Policy.

This Certificate is governed by the laws of the Issue State shown above unless otherwise preempted by the federal Employee Retirement Income Security Act ("ERISA").

Signed at Wellesley Hills, Massachusetts.

Kevin Strain
President and Chief Executive Officer

Troy Krushel
Vice-President, Associate General Counsel and Corporate Secretary

Group Basic Short Term Disability Income Insurance Certificate
Non-Participating

NOTICE TO CERTIFICATEHOLDER

THIS NOTICE IS TO ADVISE YOU THAT SHOULD YOU HAVE ANY QUESTIONS OR COMPLAINTS REGARDING YOUR SUN LIFE GROUP INSURANCE PLAN, YOU MAY CONTACT THE FOLLOWING:

SUN LIFE ASSURANCE COMPANY OF CANADA
ATTN: CUSTOMER RELATIONS
PO BOX 9106
WELLESLEY HILLS, MA 02481
(800) 247-6875

ALSO AVAILABLE TO YOU IS

THE CONSUMER SERVICES DIVISION OF THE CALIFORNIA INSURANCE DEPARTMENT
300 SOUTH SPRING STREET, SOUTH TOWER, 11TH FLOOR, LOS ANGELES, CALIFORNIA 90013

(800) 927-4357
www.insurance.ca.gov

THE INSURANCE DEPARTMENT SHOULD BE CONTACTED ONLY AFTER DISCUSSIONS WITH THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM

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1. BENEFIT HIGHLIGHTS

Eligible Classes: All Full-Time United States Employees working in the United States scheduled to work at least 25 hours per week.

Eligibility Waiting Period: None

1. BENEFIT HIGHLIGHTS

Your disability income insurance will be based on the following:

Benefit:
60% (Benefit Percentage) of your Total Weekly Earnings

Benefits will be paid weekly.

Maximum Benefit:
$3,000

Minimum Benefit:
$25

Elimination Period:
7 days

Maximum Benefit Duration:
25 weeks

Total Weekly Earnings:
Your basic weekly earnings as reported by your Employer immediately before the first date your Total Disability begins. Total Weekly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If you are paid on an hourly basis, Total Weekly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

Contributions:
The cost of your insurance is paid entirely by your Employer. This is your Non-contributory Insurance.

2. DEFINITIONS

Actively at Work means that you perform all the regular duties of your job for a full work day at your Employer's normal place of business, a site approved by your Employer or a site where your Employer's business requires you to travel.

You are considered Actively at Work if you usually perform the regular duties of your job at your home as long as you can perform all the regular duties of your job for a full work day and could do so at your Employer's normal place of business.

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you are neither Confined nor disabled due to an Injury or Sickness.

Confined or Confinement means confined to a Hospital or similar facility.

Continuing Care means you visit a Physician whose medical specialty is the most appropriate specialty to evaluate, manage or treat your Injury or Sickness and you receive care and Treatment as frequently as is Medically Necessary according to generally accepted medical standards.

Deductible Sources of Income means Other Income that is deducted from your Gross Benefit as described in the "Other Income" provisions. Deductible Sources of Income include:

- benefits under Unemployment Compensation Law, or any other act or law of like intent;
- state mandated disability income plans;
- an automobile insurance policy providing disability wage loss benefits;
- any labor management trustee, union or employee benefit plans that are funded in whole or in part by your Employer;
- any disability income benefits under:
  - any other group plan of your Employer; or
  - any governmental retirement system as a result of your job with your Employer;
- the amount you receive from any sick leave paid to you by your Employer; or
- the amount you receive from any salary continuation paid to you by your Employer. Deductible Sources of Income includes only the amount of such benefits which, when combined with your benefit, exceeds 100% of your Total Weekly Earnings. The amount in excess of 100% of Total Weekly Earnings will be used to reduce your benefit.

Disability and Disabled means that you are Totally Disabled or Partially Disabled. If a particular occupation requires a license, you will not be considered Disabled solely because you are unable to obtain a license or continue to qualify for a license.

Disability Earnings means the income you receive from work performed while Partially Disabled. Disability Earnings does not include income you receive from work performed prior to your Disability, nor income that is not derived from work performed while Disabled.

Drug and Alcohol Illness means:

- alcoholism;
- the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance; or
- the use of prescription medications other than as prescribed by your Physician.

Eligibility Waiting Period means the length of time you must be a member in an Eligible Class before you can apply for insurance. The Eligibility Waiting Period is shown in the Benefit Highlights.

Elimination Period means the number of consecutive days of Total Disability, shown in the Benefit Highlights, which must be completed before we will pay you the benefit. No benefits will be paid to you for any portion of your Total Disability that occurs during your Elimination Period.

Employee means a person who is:

- employed by the Employer within the United States;
- a U.S. citizen or a U.S. resident;
- scheduled to work at least the minimum hours shown in the Benefit Highlights;

- paid regular earnings in accordance with applicable state and federal wage and hour laws; and
- has a legitimate federal tax identification number.

Employee does not include a seasonal or temporary employee whose annual work schedule is less than 12 months during a calendar year.

If you are an Employee and you are working on temporary assignment outside of the United States for 12 months or less, you will be deemed to be working within the United States. If you are an Employee and you are working on a temporary assignment outside of the United States for more than 12 months, you will not be considered an Employee under the Policy unless we agree in Writing.

Employer means the Employer named on the cover page of this Certificate and includes any subsidiary or affiliated company named in the application.

Gross Benefit means your benefit before reductions for any Deductible Sources of Income or Disability Earnings.

Hospital means a facility licensed in the applicable jurisdiction that provides medical care and Treatment to sick and injured persons on an inpatient basis with 24 hour nursing service by or under the supervision of a Physician.

Injury means a bodily impairment.

A Disability caused by an Injury must:
- occur while you are covered under the Policy; and
- not otherwise be excluded under the Policy

Layoff means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Layoff.

Leave of Absence means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Leave of Absence.

Medically Necessary means the Treatment, services or supplies for the diagnosis or Treatment of an Injury or Sickness based upon generally accepted medical standards, without which the patient's condition could adversely be affected.

Mental Illness means mental, nervous, psychological, emotional diseases, or behavioral disorders of any type.

Non-Contributory Insurance means insurance for which the premium is paid entirely by your Employer.

Non-deductible Sources of Income means Other Income that is not deducted from your Gross Benefit as described in the "Other Income" provisions. Non-deductible Sources of Income include:
- Income from:
  - 401(k) plans;
  - 403(b) plans;
  - profit sharing plans;
  - thrift plans;
  - tax sheltered annuities;
  - stock ownership plans;
  - non-qualified plans of deferred compensation;
  - pension plans for partners;
  - military pension plans;
  - credit disability insurance;
  - franchise disability income plans;
  - a retirement plan from another employer;
  - Individual Retirement Accounts (IRA);
  - vacation pay;
  - holiday pay;
  - any amount you receive under any individual or association disability income policy;

- any disability income benefits you receive from the Veterans Administration;
- disability or retirement benefits under the United States Social Security Act;
- benefits under The Railroad Retirement Act;
- any disability income benefits you receive under your Employer's Retirement Plan; or
- any Retirement Plan benefits.

Other Income means those benefits or sources of income that are provided or available while you are receiving a benefit under the Policy. Other Income includes Deductible Sources of Income and Non-deductible Sources of Income. Other Income includes any benefits that would have been available to you had you applied for that benefit. Except for benefits payable under a Retirement Plan, Other Income must be provided as a result of the same Disability for which a benefit is payable.

Partial Disability and Partially Disabled means you are not Totally Disabled and that while actually working in an occupation, as a result of Injury or Sickness you are unable to earn 80% or more of your Total Weekly Earnings.

The Disability must be the material and substantial factor in causing the earnings loss.

Participation in a Riot, Rebellion or Insurrection, the words "Participation" and "Riot" in this phrase mean: Participation includes promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but will not include actions taken in defense of public or private property, or actions taken in your own defense, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to, police officers and firefighters.

Riot includes all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to person or property or unlawful act or acts is the intent or the consequence of such disorder.

Period of Disability means the number of consecutive days that you are Disabled beginning with the first day you are Totally Disabled and under the Continuing Care of a Physician for the Injury or Sickness causing your Disability.

Physician means an individual who is operating within the scope of his or her license and is either:
- licensed in the United States or Canada as a medical doctor and authorized to practice medicine and to prescribe and administer drugs or to perform surgery; or
- any other duly licensed medical practitioner who is deemed by state or provincial law to have the same authority as a legally qualified medical doctor.

The Physician cannot be you, a business associate, or any family member. "Family member" means: (a) your Spouse or domestic partner and (b) the following relatives of you or your Spouse or domestic partner: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother; (6) sister; (7) aunt; (8) uncle; (9) first cousin; (10) nephew or niece. This includes adopted, in-law and step-relatives.

Policy means the group insurance policy under which this Certificate is issued.

Policyholder means the entity to which the Policy is issued.

Prior Policy means the plan of disability income insurance provided through or sponsored by your Employer and under which you were insured on the day before January 1, 2022. Prior Policy includes an uninsured disability income plan of your Employer.

Retirement Plan means a program that provides retirement benefits to Employees and is not funded wholly by Employee contributions. Retirement Plan does not include:
- a profit-sharing plan;
- a thrift plan;
- a deferred compensation plan;
- a non-qualified pension plan;
- an Individual Retirement Account (IRA);

- a Tax Sheltered Annuity (TSA);
- a salary reduction plan (401(k), 403(b) or like plan);
- a Keogh plan (HR-10) with respect to Partners;
- an Employee Stock Ownership Plan (ESOP); or
- any amount rolled over or transferred to any other retirement plan as defined in Section 402 of the Internal Revenue Code.

Sickness means disease or illness, Mental Illness, Drug and Alcohol Illness or pregnancy. A Disability caused by a Sickness must:

- occur while covered under the Policy; and
- not otherwise be excluded under the Policy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

Spouse means any person who:

- is a party to a marriage and under state, federal or provincial law is recognized as a spouse or civil union partner or a partner in a registered domestic partnership; or
- is a domestic partner as defined by the Policyholder if that definition is more favorable than the applicable law.

Substantial and Material Acts means the acts that are normally required for the performance of your Usual Occupation that cannot be reasonably omitted or modified.

Total Disability or Totally Disabled means that as a result of injury or sickness you are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue your Usual Occupation in the usual or customary way and you are not working.

Total Disability must be caused by an Injury or Sickness and must commence while you are insured under the Policy. You must be Totally Disabled during your Elimination Period.

If you choose to work at any job, you will not be considered Totally Disabled under the Policy, but you may qualify for Partial Disability benefits.

Treatment means a Physician's care or services; diagnostic measures; or the prescription, refill or taking of prescribed drugs or medicines.

Usual Occupation means any employment, business, trade or profession and the Substantial and Material Acts of the occupation you were regularly performing for your Employer when the Total or Partial Disability began. Usual Occupation is not necessarily limited to the specific job you performed for your Employer.

We, Us, Our (we, us, our) means Sun Life Assurance Company of Canada.

Written or Writing means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

You, Your (you, your) means an Employee who is eligible for insurance under the Policy.

3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS

When are you eligible for insurance?
You are initially eligible for insurance on the latest of:

- January 1, 2022;
- your first day of employment; or
- the date you first are Actively at Work in an Eligible Class.

When does your insurance start?
Your insurance starts on the date you are eligible, if you are Actively at Work on that date.

If you are not Actively at Work, your insurance will not start until you resume being Actively at Work.

When does a change in your insurance start?
If you are Actively at Work, any increase in insurance or benefits will start on the date of change, for an increase in your Total Weekly Earnings.

If you are not Actively at Work on that date, any increase in insurance or benefits will not start until you resume being Actively at Work.

Whether or not you are Actively at Work, any decrease in insurance or benefits will start on the date of change, for a decrease in your Total Weekly Earnings.

Any change is subject to all the terms of the Policy.

When does your insurance end?
Your insurance under the Policy will end on the earliest of the following to occur:

- the date the Policy terminates;
- the last day of the period for which any required premium has been paid for your insurance or any part of your insurance; or
- the date you die.

Your insurance will also end when any of the following occur, but coverage may be extended subject to any allowed continuation as specified in the Insurance Continuation section:

- the date you are no longer in an Eligible Class;
- the date you enter active duty in any armed service;
- the date you retire;
- the date your class is no longer included for insurance; or
- the last day you are Actively at Work.

If your coverage has ended, can it be reinstated?
If your insurance ends for any reason other than you have voluntarily terminated it, your insurance may be reinstated. Reinstatement will be effective on the date you return to being Actively at Work in an Eligible Class.

Your reinstated insurance will be subject to all the terms and provisions of the Policy.

4. BENEFIT PROVISIONS

What is the disability income benefit?
Disability income benefits are benefits paid to you to partially replace your income if you become Disabled while insured.

When do disability income benefits become payable?
We will pay you a benefit as calculated below, for a Period of Disability, subject to all the terms of the Policy if you:

- send Proof to us that you have become Disabled;
- are insured under the Policy at the time your Disability commences; and
- have completed your Elimination Period shown in the Benefit Highlights.

How is the benefit calculated for a Total Disability?
To determine the benefit we will pay each week you are Totally Disabled we will subtract all Deductible Sources of Income from the lesser of:

- the Benefit Percentage multiplied by your Total Weekly Earnings; or
- the Maximum Benefit.

The result is your Total Disability benefit.

The benefit payable will never be less than the Minimum Benefit shown in the Benefit Highlights.

How is the benefit calculated for a Partial Disability?
To determine the benefit we will pay while you are Partially Disabled, add your Deductible Sources of Income and your Disability Earnings to your Gross Benefit for a Total Disability.

If the calculation above is more than 100% of your Total Weekly Earnings, subtract the amount in excess of 100% from your benefit for a Total Disability. The result is your benefit for a Partial Disability.

If the calculation above is 100% or less than your Total Weekly Earnings, your benefit for a Partial Disability is the same as your benefit for a Total Disability.

If you are earning 20% or less of your Total Weekly Earnings, a Total Disability Benefit will be paid. The Benefit will never be less than the Minimum Benefit shown in the Benefit Highlights unless otherwise specified in **"What happens when the Other Income benefits have been awarded or have been denied?"**.

When is the benefit paid?
The benefit will be paid as follows:

- benefits will be paid weekly following your Elimination Period as specified in the Benefit Highlights; and
- for each day for which a benefit is payable, the amount paid will be equal to 1/7th of the benefit.

What happens if you return to work and become Disabled again?
We will treat this new Disability as part of your prior Disability if you returned to work and were Actively at Work for less than:

- 14 days, if due to the same or related causes; or
- one day, if due to an entirely unrelated cause.

You will not have to complete a new Elimination Period.

Your benefit will be subject to the same terms and conditions as were applicable to the original Disability.

Your benefit will not continue if:

- your coverage under the Policy terminates; or
- you become eligible for coverage under any other group disability income policy.

If your new disability begins later than the time periods specified, you will need to complete a new Elimination Period.

When does your benefit end?
Your benefit will end on the earliest of the date:

- you do not submit to any medical examination or clinical assessment requested by us;
- we determine you are no longer Disabled, even if you choose not to work;
- you reach the end of your Maximum Benefit Duration;
- you do not provide Proof to us that you continue to be Disabled;
- you do not provide Proof that your earnings loss is a direct result of your Disability; or
- the date you earn more than 80% of your Total Weekly Earnings.

In addition to the circumstances shown above, your benefit is subject to termination as otherwise stated under the terms and conditions of the Policy.

How is Other Income applied to your benefit?
The amount of Deductible Sources of Income you receive will be deducted from your Gross Benefit.

Are you required to apply for Other Income benefits?
You are obligated to apply for any Other Income benefits for which you may be eligible. If you are, or become eligible, for any Deductible Sources of Income, you must apply for that Other Income and make reasonable efforts to reapply for or appeal the denial of any application for that Other Income. Any assistance in that process is not an acknowledgement that you are Disabled or have an eligible claim for benefits.

Is Other Income estimated?
We are entitled to estimate the amount of the Deductible Sources of Income you are eligible to receive and to reduce your benefit by the estimated amount. We will estimate the amount if, at the time of calculating your benefit: (1) the Deductible Source of Income you may be eligible to receive has not been applied for; or (2) if the Deductible Source of Income has been applied for it has not been pursued with reasonable diligence; and (3) we have a reasonable good faith basis to believe that you are entitled to such Deductible Source of Income and can reasonably estimate the amount of it. The estimate will be used to reduce the amount of your benefit until the Deductible Source of Income has been awarded or denied.

We will not estimate if:
- you have applied for the Other Income benefits; and
- you agree to appeal, with reasonable diligence, any denials of any Deductible Sources of Income benefits to all appropriate levels available to you.

What happens when the Other Income benefits have been awarded or have been denied?
You must notify us of the amount of Other Income Benefits when it is approved or adjusted (other than for cost of living increases). If necessary we will make an adjustment to your benefit. If you have been underpaid, we will immediately make a lump sum payment to you of the amount that has been underpaid. If you have been overpaid, you must reimburse us the amount of the overpayment within 31 days of the award. We have the right to reduce or eliminate your future benefit payments until you have repaid the amount of the overpayment. During the overpayment reimbursement period, the Minimum Benefit will not apply.

What happens if you receive increases in your Other Income benefits?
After the first deduction for each of your Deductible Sources of Income benefits, we will not reduce your benefit payments due to cost of living increases you receive from any sources described as Deductible Sources of Income. This does not apply to any increase in earnings you receive from employment.

5. EXCLUSIONS AND LIMITATIONS

What are the exclusions?
No benefit is payable to you under the Policy for any Period of Disability or other loss for which benefits are payable that is caused by, contributed to in any way or resulting from:

- intentionally self-inflicted injuries;
- war or any act of war or your active duty in any armed service during a time of war (this does not include acts of terrorism);
- your active Participation in a Riot, Rebellion or Insurrection;
- your committing or attempting to commit an assault, felony or other criminal act;
- Injury or Sickness for which you are entitled to benefits under any Workers' Compensation, Occupational Disease or similar law;
- Injury or Sickness sustained while you are doing any act or thing pertaining to any occupation or employment for wage or profit.

What are the limitations?
No benefit is payable to you for any Period of Disability or other loss:

- while you are not under the Continuing Care of a Physician for the Injury or Sickness causing your Disability, unless you have reached your maximum point of recovery and are still Disabled;
- for any period you do not submit to any medical examination or clinical assessment requested by us; or
- for any Period of disability during which you are incarcerated.

6. CLAIMS

How is a claim submitted?
To submit a claim, you or someone on your behalf must send us Written notice and Proof of loss on our form within the time limits specified. Your Employer has the notice and Proof of loss forms.

NOTICE OF CLAIM

When does Written notice of claim have to be submitted?
Written notice of claim must be given to us:

- for a disability, no later than 30 days after you cease to be Actively at Work or within 30 days after the termination of the Policy, if earlier.

If notice cannot be given within the applicable time period, we must be notified as soon as it is reasonably possible.

CLAIM FORMS

When we receive Written notice of claim, we will send the forms for Proof of loss. If the forms are not provided within 15 days after Written notice of claim is sent, you shall be deemed to have complied with the requirements of the Policy as to Proof of loss upon submitting, within the time frame required for filing Proof of loss, Written Proof covering the occurrence, character and the extent of the disability for which a claim is made.

PROOF OF LOSS

When does written Proof of loss have to be submitted?
Written Proof of loss must be given to us:

- for a disability, no later than 90 days after the end of your Elimination Period; or

Failure to furnish such Proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give Proof within such time, provided such Proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time Proof is otherwise required.

What is considered Proof of loss?
Proof of loss must consist of at least the following information:

- a description of the loss or disability;
- the date the loss or disability occurred;
- the cause of the loss or disability;
- evidence demonstrating the disability and should include at least Hospital records, Physician records, psychiatric records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as appropriate for the disabling condition;
- police reports;
- incidence reports from your Employer;
- payroll records from your Employer; and
- copies of your wage or earnings statements.

We may require as part of the Proof, authorizations to obtain medical and non-medical information.

Proof of your continued Disability and regular and Continuing Care must be given to us within 30 days of the request for Proof.

PAYMENT OF BENEFITS

When are benefits payable?
Benefits payable for any loss other than loss for which periodic payments are required will be paid immediately upon receipt of Proof of loss. Benefits payable for loss for which periodic payments are provided will be paid weekly and any balance remaining unpaid at the end of our period of liability will be paid immediately upon receipt of Proof of loss.

6. CLAIMS

Benefits are based on the coverage that is in force on the date you are Disabled. Any change to this Certificate will not affect a payable claim that occurs prior to the change.

To whom are benefits payable?
All benefits payable during your lifetime are payable to you except in the following situations:

- you are a minor. In such case, claim may be made by your duly appointed guardian, conservator or committee and we will pay to such person or persons ;
- due to physical or mental incapacity, you cannot, in our judgment, give us a valid receipt for payments. In such case, claim may be made as described above; or
- you die before we pay you. In such case, claim may be made by your executor or the administrator of your estate and we will pay benefits as defined in the Benefit Provisions section of the Certificate.

If we do not pay you and claim is not made by the appropriate person designated above, we may, at our option, make payments under either or both Methods A or B below. Any decision to pay any benefits, prior to the appointment of the appropriate person designated (as shown above), is solely at our discretion, and we may choose to pay no amounts under any circumstances until such appropriate person is formally appointed.

Method A: We may pay up to the sum of $1,000 to any individual or entity we determine has incurred or paid expenses as a result of funeral services provided to or on your behalf. If we pay such a benefit, we will not have to pay that benefit amount again and the total benefit due under the Policy shall be reduced by the amount paid under this provision.

Method B: We may pay the whole or any part of such benefit:

- to your Spouse, up to a cumulative amount of $1,000; or
- if you have no Spouse, up to a cumulative amount of $1,000 to any one or more of the following relatives in the following order of priority:
  - first, your child or children;
  - then, your mother or father.

When will a decision on your claim be made?
We will send you a Written notice of decision on your claim within a reasonable time after we receive the claim but not later than 45 days after receipt of the claim. If we cannot make a decision within 45 days after receiving your claim, we will request a 30 day extension as permitted by U.S. Department of Labor regulations. If we cannot render a decision within the extension period, we will request an additional 30 day extension. Any request for extension will specifically explain:

- the standards on which entitlement to benefits is based;
- the unresolved issues that prevent a decision on the claim; and
- the additional information needed to resolve those issues.

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date we send notice of the extension to you until the date on which you respond and provide the requested information. You will have 45 days to provide the specified information.

What if your claim is denied?
If we deny all or any part of your claim, you will receive a Written notice of denial stating:

- the specific reason(s) for the denial;
- the specific Policy provision(s) on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
- a description of the appeal procedures and time limits;
- your right to bring a civil action under ERISA, §502(a)), if applicable, following an adverse determination on review; and

- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request.

Can you request a review of a claim denial?
If all or part of your claim is denied, you may request in Writing a review of the denial within 180 days after receiving notice of denial.

You may submit Written comments, documents, records or other information relating to your claim for benefits, and may request free of charge copies of all documents, records, and other information relevant to your claim for benefits.

We will review the claim on receipt of the Written request for review, and will notify you of our decision within a reasonable time but not later than 45 days after the request has been received. If an extension of time is required to process the claim, we will notify you in Writing of the special circumstances requiring the extension and the date by which we expect to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial period.

If a period of time is extended because you failed to provide information necessary to decide your claim, the period for making the decision on review is tolled from the date we send notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

What if your claim is denied on review?
If we deny all or any part of your claim on review, you will receive a Written notice of denial stating:

- the specific reasons for the denial;
- the specific Policy provisions on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- your right to bring a civil action under ERISA, §502(a), if applicable;
- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
- the following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance regulatory agency.”

7. INSURANCE CONTINUATION

Are there any conditions under which your insurance can continue?
If you are absent due to Injury or Sickness, your insurance will be continued during the Elimination period.

While the Policy is in force and subject to the conditions stated in the Policy, your Employer may continue your insurance that was in force on the date immediately before the date you ceased to be Actively at Work by paying the required premium to us for any of the following reasons and durations:

- Layoff – up to 1 month
- Leave of Absence – up to 1 month
- Vacation - based on your Employer's policy, not to exceed 3 months.

You should contact your Employer for more details.

While the Policy is in force, you may be eligible to continue your insurance pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to a state required continuation period (if any). You should contact your Employer for more details.

While the Policy is in force, you may be eligible to continue your insurance coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended. You should contact your Employer for more details.

8. CONTINUITY OF COVERAGE

What happens if your Employer replaces other insurance with the Policy?
If your Employer replaces insurance provided by the Prior Policy with the insurance provided by the Policy, Continuity of Coverage benefits as stated in this section may be available to you. These benefits will be available as long as the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by the Policy.

What if you are not Actively at Work when your Employer replaces your Prior Policy with the Policy?
You will be covered under the Policy if you are not Actively at Work on January 1, 2022 and:

- you were insured under the Prior Policy on the day before January 1, 2022;
- you are a member of an Eligible Class;
- premiums for you are paid up to date; and
- you are not receiving or eligible to receive benefits under the Prior Policy.

If you become Disabled and were never Actively at Work while covered under the Policy, any benefit payable will be the lesser of:

- the weekly benefit payable under the Policy; or
- the weekly benefit payable under the Prior Policy had it remained in force.

9. GENERAL PROVISIONS

TIME LIMIT ON CERTAIN DEFENSES

What is the Time Limit on Certain Defenses?
All statements made in any application are considered representations and not warranties. No representation by you in applying for insurance under the Policy will be used to reduce or deny a claim unless a copy of your Written application for insurance is or has been given to you or to your beneficiary, if any.

No statement made by you relating to Evidence of Insurability for an initial, increased, additional or reinstated amount of insurance, will be used in contesting the validity of that insurance, after such initial, increased, additional or reinstated amount of insurance has been in force for a period of two years during that individual's lifetime. This statement must be contained in a form Signed by that individual.

AGENCY

Can the Policyholder, Employer or third party administrator act as our agent?
For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed an agent of Sun Life Assurance Company of Canada.

ASSIGNMENT

Can benefit payments be assigned?
You cannot assign any interest in this Certificate unless we agree in Writing to such an assignment. We have the right to determine the extent to which any assignment will be honored and the priority of such assignment. We do not assume any responsibility for the validity or sufficiency of any assignment. Any payments made under such assignment after consented to by us will discharge our liabilities under this Certificate, to the extent of such payments.

CLERICAL ERROR

What happens when there is a clerical error in the administration of the Policy?
Clerical errors in the administration of the Policy or delays in keeping records for the Policy whether by us, the Policyholder, or the Employer:

- will not terminate insurance that would otherwise have been effective.
- will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct the error.

This provision does not apply to benefit administration errors by the Policyholder or the Employer which result in an Employee:

- not enrolling for insurance within required time limits;
- failing to request increased amounts of insurance within required time limits;
- failing to provide any required Evidence of Insurability; or
- failing to exercise any available Insurance Continuation options.

CONFORMITY WITH STATUTES

What is the effect of Conformity with Statutes?
If any provision of the Policy conflicts with any applicable law, the provision will be automatically amended to meet the minimum requirements of the law, unless otherwise pre-empted by federal law.

9. GENERAL PROVISIONS

DISCHARGE OF OUR RESPONSIBILITY

What is the effect of payments under the Policy?
Payment made under the terms of the Policy will, to the extent of such payment, release us from all further obligations under the Policy. We will not be obligated to see to the application of such payment.

EXAMINATION

What are our examination rights?
We, at our expense, have the right to examine the person of any individual whose Injury or Sickness is the basis of a claim.

This right may be used as often as reasonably required while a claim is pending.

LEGAL PROCEEDINGS

What are the time limits for legal proceedings?
No legal action may start:

- until 60 days after Proof of claim has been given; nor
- more than 3 years after the time Proof of claim is required.

MISSTATEMENT OF AGE

What happens if there is a misstatement of age?
If the age of the Employee has been misstated, the amount payable under the Policy will be such as the premium paid would have purchased at the correct age.

NON-PARTICIPATING

Does the Policy participate in dividends?
The Policy is non-participating and will not share in any profits or surplus earnings of Sun Life Assurance Company of Canada, and, therefore, no dividends are payable.

PREMIUM PAYMENTS AS EVIDENCE OF INSURANCE

Does the payment of premiums guarantee coverage under the Policy?
The receipt of premiums by us is not a guarantee of insurance. Eligibility for benefits will be determined at the time of claim submission and in order to receive the benefit under the Policy all Policy requirements must be satisfied.

If we determine that you are not eligible for coverage, you should contact your Employer regarding the refund of premiums due, if any.

REIMBURSEMENT

What if a benefit is underpaid or overpaid?
Reimbursement will be made to us for any overpayments that we may make due to any reason. You must repay us within 60 days unless we agree to a longer time period. Deductions may be made from future benefit payments to recover any such overpayments.

If we have underpaid a benefit for any reason, we will make a lump sum payment for that amount.

9. GENERAL PROVISIONS

Interest does not accrue on any underpaid or overpaid benefit unless required under the applicable law.

STATEMENTS

Are statements warranties?
All statements made in any application are considered representations and not warranties. No representation by you in enrolling for insurance under the Policy will be used to reduce or deny a claim unless a copy of your Written application for insurance is or has been given to you or your estate representative.

TIME PERIODS

What time periods apply to this Certificate?
For the purpose of effective dates and termination dates under this Certificate, all days begin at 12:00 midnight and end at 11:59:59 PM at the Policyholder's location.

SUN LIFE ASSURANCE COMPANY OF CANADA

Group Basic Short Term Disability Income Insurance Certificate
Non-Participating

Ambarella Corp Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its eligible employees.

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the Plan Administrator provide you with a Summary Plan Description which discloses required information about the employee benefit plan. The following section entitled "Summary Plan Description" is not part of the Group Insurance Policy. The information in the Summary Plan Description is provided by the Plan Administrator who is the Policyholder and is included in this Certificate for your convenience. This Summary Plan Description applies only to the benefits under the Plan to the extent they are funded by the Group Insurance Policy issued by Sun Life Assurance Company of Canada. Sun Life Assurance Company of Canada assumes no responsibility for the accuracy or sufficiency of the information in the Summary Plan Description.

SUMMARY PLAN DESCRIPTION

Plan Sponsor: Ambarella Corp
3101 Jay St
Santa Clara, CA 95054

Plan Administrator and Named Fiduciary:
Ambarella Corp
3101 Jay St
Santa Clara, CA 95054

The Plan Administrator has authority to control and manage the operation and administration of the Plan, except that Sun Life Assurance Company of Canada makes all benefit claim determinations under the Group Insurance Policy.

Subsidiaries/Affiliates: Oculii

Agent for Service of Legal Process for the Plan:

Ambarella Corp
3101 Jay St
Santa Clara, CA 95054

Service of Legal Process for Sun Life:
General Counsel
1 Sun Life Executive Park
Wellesley Hills, MA 02481

Employer Identification Number (EIN): 83-0385267

Plan Number: 501

End of Plan Year: December 31st

Type of Administration: The Plan is administered by the Plan Administrator. The benefits provided by the Group Insurance Policy issued by Sun Life Assurance Company of Canada are included in the Plan. Sun Life Assurance Company of Canada is the claims administrator for those benefits and has full authority to make all benefit claim determinations.

Participants: The insured employees described in the Sun Life Assurance Company of Canada Certificate.

Plan Changes and Termination: The Plan Administrator may amend, modify or terminate the Plan.

Contributions: The cost of the insurance premiums are paid for by your employer and (if applicable) includes the cost of any insurance premiums contributed by you.

Funding: The benefits under the Plan are funded, at least in part, by the Group Insurance Policy issued by Sun Life Assurance Company of Canada. Those insurance benefits are described in your Certificate.

Claims Procedure: When you or your beneficiary wish to file a claim under the Plan, you should contact your personnel office for claim forms and instructions for filing. Your Certificate explains the procedure for filing a claim under the Group Insurance Policy.

If your claim for benefits is denied in whole or in part, you will receive a written notice within the time required by ERISA from the date you filed your claim, stating the reasons why your claim was denied. You will then have the right, upon written notice from you or your authorized representative, to review that claim denial. The claim denial notice will include the name and address of the person you may ask for such a review. Additional information about claims submitted and review procedures may be obtained by contacting your Plan Administrator.

Your Rights under ERISA:

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report, if required by ERISA. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan Documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part and if you have exhausted the claims and appeal procedures described in the Certificate, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance of the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.