Standard Terms and Conditions for the Purchase of Goods and Services by Arm

Applicable Terms

A. These terms and conditions (“Conditions”) together with an Order form the “Agreement” on which the Arm entity noted on the Order (“Arm”) will purchase Work from Supplier entity noted on the Order (“Supplier”). Any member of Arm Group may enter into an Order under these terms and conditions. Each Order is a separate contract between Arm and Supplier incorporating these Conditions.

B. No terms other than the Agreement will apply to Supplier’s provision of Work unless the parties have signed a separate written agreement for the Work which is current and valid (“Existing Agreement”), in which case the Existing Agreement will apply.

C. If there is a conflict between these Conditions and any Order, the Conditions take precedence unless the Order clearly states that it amends specific clauses of these Conditions.

1. Definitions and Interpretation

1.1. “Arm Deliverables” means any technology or material stated in an Order or provided by Arm to Supplier in connection with the Order which is owned, licensed, created or discovered by Arm (i) before the date of the Order, or (ii) not in the course of or in connection with the Order.

1.2. “Arm Group” means any or all of the context in which Arm Limited and any entity that Arm Limited owns, that owns Arm Limited, or that is under common ownership with Arm Limited. “Ownership” means (i) direct or indirect control of 50% or more of the allotted shares with the ability to vote for members of the board of directors or (ii) for an entity without shares, 50% or more of the ownership interest with the ability to make decisions for the entity.

1.3. “Arm Responsibilities” means actions which Arm is responsible for as set out in an Order. Arm Responsibilities do not include any responsibilities outside Arm’s control or dependent on third parties (including licensing Third Party Material).

1.4. “Arm Site” means any premises owned or used by Arm where Supplier provides Services.

1.5. “Background IP” means any technology or material (excluding Products) owned, created or discovered by a party (i) before the date of the relevant Order, or (ii) not in the course of or in connection with the Work.

1.6. “Confidential Information” means business, technical, legal and financial information disclosed or learned that the discloser has identified as confidential at the time of disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the recipient should reasonably understand was intended to be treated as confidential, (ii) personal data, and (iii) the existence and terms of the Agreement. Confidential Information shall not include any information that the recipient can demonstrate: (i) is known to, and has been reduced to tangible form by the recipient prior to its receipt provided that such information is not already subject to any obligations of confidentiality; (ii) is in the public domain at the time of receipt or later becomes part of the public domain without breach of the confidentiality obligations in the Agreement; (iii) is received from a third party without any breach of any obligation of confidentiality in respect of such information provided that such information is not subject to any ongoing obligations of confidentiality; or (iv) is developed independently by recipient, as shown by proper documentation.

1.7. “Data Protection Legislation” means any applicable laws relating to data protection, the processing of personal data and privacy, including but not limited to (i) the Data Protection Act 2018, (ii) the General Data Protection Regulation (EU) 2016/679; (iii) the Privacy and Electronic Communications (EC Directive) Regulations; and (iv) any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

1.8. “Defect” or “Defective” means not meeting the requirements of clauses 6, 8 and 12.

1.9. “Delivery Date” means the date(s) in the Order on which Supplier must deliver the Work or if no date is specified in the Order then deliver shall be within 28 days of the date of the Order.

1.10. “Equipment” means any equipment made available to Supplier by Arm required to the Work.

1.11. “Fees” means the fees payable to Supplier as agreed an Order.

1.12. “Good Industry Practice” means standards, practices, methods and procedures which (i) conform to all applicable laws and provide reasonable information and assistance to Arm to allow it to do the same (ii) are in accordance with relevant industry codes of practice (iii) are carried out using a degree of skill and care, diligence, prudence and foresight expected from a leading company within the relevant industry or business sector.

1.13. “Intellectual Property Rights” means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in any country in the United Kingdom, United States and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

1.14. “Order” means Arm’s written instructions such as an order form or a statement of work (including any incorporated attachments) for Supplier to supply the Work.

1.15. “Personnel” means any person engaged by Supplier in performing Work (including any director, officer, employee, individual contractor, subcontractor, agency or other worker, or agent, of Supplier).

1.16. “Products” means all products or other deliverables (including hardware, software, reports, data, materials and documentation) sold or created directly or indirectly by Supplier under an Order.

1.17. “Service Levels” means the service levels specified in the Order.

1.18. “Services” means the services provided directly or indirectly by Supplier under an Order.

1.19. “Third Party Material” means any material not belonging to either party or to any member of the Arm Group (including but not limited to any Intellectual Property Rights of any open source software, freeware or commercial third-party software).

1.20. “Trademarks” means the Arm corporate logo and any word trademarks listed on Arm’s website at www.arm.com/company/policies/trademarks, and (ii) the guidelines for using the Arm corporate logo available on Arm’s website at www.arm.com/company/policies/trademarks/arm-trademark-list.

1.21. “Trademark Guidelines” means (i) the trademark use guidelines available on Arm’s website at www.arm.com/company/policies/trademarks, and (ii) the guidelines for the Arm corporate logo available on Arm’s website at www.arm.com/company/policies/trademarks/arm-trademark-list.

1.22. “Warranty Period” means the longer of 12 months from the date Arm accepts the Products or the length of any manufacturers’ warranties that apply to the relevant Products.

1.23. “Work” means the Products and/or Services which shall, unless expressly specified otherwise in the Order, be for the benefit and use of the Arm Group.

1.24. References to a “party” in the Agreement shall be deemed to be references to a party to the Order.

1.25. Arm’s rights under the Agreement are in addition to the statutory terms and conditions implied by the Sale of Goods Act 1979 (as amended, extended, amended or re-enacted).

2. Ordering and changing Work

2.1. Orders: Arm may submit Orders to Supplier in writing, by electronic communication or other electronic system. Orders must state the order number, prices, delivery dates, and delivery locations for the Work.

2.2. Changes: Arm may reschedule or change the Work, change the delivery location or change the Work (including any changes to the Work already delivered), or, with the exception that Arm may not unreasonably withhold or delay any change agreement to any change requested by Arm. Any deliverables or services which are outside the scope of an Order, or that have not been authorised in writing by Arm, are provided at Supplier’s expense, risk and liability.

3. Delivery

3.1. Delivery and Title: Time for delivery of the Work is of the essence. Supplier will deliver tangible Products DDP (Incoterms 2020) to the delivery location noted in the Order, with title and risk of loss transferring from Supplier to Arm on completion of delivery. Any Products undergoing repair will remain the property of Arm.

3.2. Packaging: Supplier will package Products according to any instructions in an arm Band. If none are provided, then according to Good Industry Practice to ensure safe transport.

3.3. Early Delivery: Arm may refuse any delivery of Work made before the Delivery Date and Supplier will re-deliver the Products on the Delivery Date at Supplier’s expense.

3.4. Excess Quantity: Arm may return to Supplier, at Supplier’s expense, any quantity of Products exceeding that required by the Order.

4. Late Delivery

4.1. If Supplier will not (or is unlikely to) deliver any Work by the Delivery Date (a “Delay”), it shall immediately:

4.1.1. notify Arm in writing of the Delivery and the reasons for the Delivery Delay.

4.1.2. use best efforts to mitigate the Delay; and

4.1.3. issue Arm a discount or refund of the Fees for Delayed Work.

In addition, Arm may at its option terminate (without liability) the applicable Order, or part of it, for Delayed Work or cover for Delayed Work by sourcing
products or services from another supplier, at Arm’s reasonable expense.

4.2. Where the Delay is due to a failure by Arm to comply with Arm Responsibilities, the parties shall agree an extension to the Delivery Dates reasonably equivalent to the delay caused by Arm. Supplier shall not be liable for a Delay to the extent that the delay is directly caused by Arm.

5. Inspection, Acceptance and Rejection

5.1. Inspection and Acceptance: Supplier must provide any supporting documentation requested by Arm to evidence Supplier testing and provide Arm with all assistance necessary for Arm to fully inspect and test the Work. Arm may, following delivery of Products or at any time during the performance of Services, inspect and reject any Work which is Defective. Any Supplier Work not rejected within 40 days of delivery or completion will be deemed accepted by Arm. Arm’s payment to Supplier for the Work will not be delayed as a result of Arm’s acceptance of the replacement or the

7.1.2. refund Arm the Fees for the Defective Products within 30 days of receiving notice from Arm that the Product is Defective, or

7.1.3. reimburse Arm for the reasonable cost to have the Product repaired by a third party within 30 days after receiving Arm’s invoice.

7.2. Extended Warranty: Supplier will warrant replacement Products for the longer of 90 days following Arm’s acceptance of the replacement or the remainder of the original Warranty Period.

8. Personnel

8.1. Subcontracting: Supplier may not delegate or subcontract any of its obligations under the Agreement without Arm’s written consent. Supplier will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.

8.2. TUPE: Supplier shall ensure that no Personnel is deployed in the delivery of the Work to such an extent that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (or any applicable equivalent legislation in any relevant jurisdiction) may operate to transfer the employment of Personnel to Arm or any successor service provider (“Transfer”).

8.3. Liability for Personnel: Supplier is fully responsible for all acts and omissions of Personnel (howsoever arising) in the performance of the Work and Supplier shall be liable for all acts and omissions of the Personnel as if they were acts or omissions of Supplier. Supplier shall indemnify Arm for any expenses, liabilities, losses, costs, damages, and liabilities incurred by Arm as a result of: (i) the employment or termination of employment of any Personnel, or any other person that claims to be Personnel, or (ii) any assertion, claim, or liability which shall remain the property of Arm and

9. Fees and Payment

9.1. Supplier will be entitled to invoice Arm following Arm’s acceptance of all the Work. In territories where Arm uses an electronic system (such as the Ariba network) for its source, purchase and/or payment needs Supplier must log onto this electronic system and enter details using the same. Upon receipt of supplier details are kept up to date; and submit all invoices to Arm through

8.4. Support of Supplier Personnel: Supplier shall:

8.4.1. ensure that all Personnel have the necessary qualifications, skills and experience to carry out the Work, supervise the Personnel and ensure that they comply with the terms of the Agreement to the extent applicable to them;

8.4.2. take reasonable steps to ensure continuity of Personnel assigned to the Work and not remove or replace any Personnel named in an Order without Arm’s prior written consent, except where the person is on statutory leave or leaves Arm’s employment;

8.4.3. ensure Personnel have all equipment necessary to provide the Work and keep the equipment secure;

8.4.4. ensure any policies and procedures that Supplier is required by the Agreement to comply with are communicated to, and observed by, all Personnel;

8.4.5. at Arm’s request, ensure all Personnel engaged at an Arm site attend a health and safety induction course arranged by Arm; and

8.4.6. ensure that all Personnel are properly dressed, carry appropriate identification and behave in a reasonable manner and in accordance with any reasonable instructions given by Arm.

8.5. Request to replace Personnel: If, during the provision of any Work, Arm feels that any Personnel are underperforming, at Arm’s request, Supplier shall: (i) promptly replace the relevant Personnel with personnel with the necessary skills and experience to perform the Work; or (ii) promptly take action to ensure that the relevant Personnel’s performance is improved to the satisfaction of Arm. If, after 14 days of Supplier taking remedial action, Arm is not satisfied with the Personnel’s performance, then Arm may terminate the Order for unremedied breach in accordance with clause 13. If any Personnel are replaced, the cost of bringing the replacement to the same level of knowledge of Arm’s requirements for the Work shall be met by Supplier.

8.6. Working on Arm Sites and IT Systems: Where Arm has agreed that Personnel will work on Arm equipment (as an extension to the original work) or have access to Arm’s IT systems, Supplier shall: (i) notify Arm immediately on discovery of any illegal or improper use of the equipment or IT systems; and (ii) promptly take all reasonable steps to ensure that the immediate removal of the individual or individuals suspected of such use and any action taken in relation to that individual or individuals will be fully recorded and evidence (including, if appropriate, electronic records) of such use and any action taken in relation to that individual or individuals will be preserved.

8.7. Arm Equipment: Arm may provide Personnel with access to Equipment which shall remain the property of Arm and Supplier shall have no right, title or interest in or to it. Arm may remove Equipment from an Arm site if Arm reasonably believes, on reasonable grounds, that it is required for Arm’s business and Arm may pay for any reasonable costs and expenses arising in connection with any removal of Equipment.

8.8. Arm IT Systems: If Supplier is given access to any of Arm’s IT systems, it must: (i) only access areas of Arm’s IT systems relevant to the Work and to which Arm has authorised access; (ii) immediately notify Arm of any suspected breach of security of Arm’s IT systems and (iii) immediately notify Arm if any Personnel or other individual granted access to Arm’s IT systems is no longer employed or contracted by Supplier in relation to the Work.

9.1. Supplier will be entitled to invoice Arm following Arm’s acceptance of all the Work. In territories where Arm uses an electronic system (such as the Ariba network) for its source, purchase and/or payment needs Supplier must log onto this electronic system and enter details using the same. Upon receipt of Supplier details are kept up to date; and submit all invoices to Arm through that electronic system. Supplier acknowledges and agrees that Arm is not obliged to pay any Supplier invoices not submitted via the electronic system.
9.2. Expenses: Where the Order states that Supplier may charge for expenses those expenses must be incurred and invoiced in accordance with Arm’s supplier expenses policy (available at https://www.arm.com/company/policies/suppliers). Where no expenses are detailed in an Order, or otherwise agreed in writing by Arm, the Fees are deemed to include all expenses.

9.3. Payment: Within 30 days of receiving a correct invoice, a member of the Arm Group located within the country where the Work is conducted may pay on Arm’s behalf the undisputed Fees in the local currency. Arm will notify Supplier in writing of any disputed invoice. To be correct an invoice must be delivered in accordance with clause 9.1 and include the correct Order number, description of Work, part numbers and quantities, unit prices, billable hours and applicable taxes.

9.4. Set-off: Arm may set off amounts owed by it to Supplier against amounts Supplier owes to Arm.

9.5. Taxes: Fees shall be exclusive of value added tax correctly charged by Supplier. Supplier is responsible for ensuring correct duties and taxes, including UK value added tax, are applied. With the exception of UK value added tax, Fees are inclusive of all other taxes and duties which must be accounted for by Supplier. Any income or other tax which Arm is required by law to pay or withhold on behalf of Supplier with respect to the Fees may be deducted from the amount of Fees. However, in regard to any such deduction, Arm shall notify Supplier before making any such deduction and shall, upon request, furnish to Supplier certificates or other evidence of deduction and payment thereof as Supplier may properly require. Subject to the foregoing, no variation to the Fees nor any extra charges will be accepted by Arm.

10. Confidentiality

10.1. Confidentiality: The recipient shall protect the Confidential Information by using the same degree of care as the recipient uses to protect its own confidential information of a like nature, but in any event no less than a reason
degree of care, to prevent the unauthorised use, dissemination or publication of the Confidential Information. The recipient may disclose Confidential Information received from the discloser in the following circumstances:

10.1.1. to third parties to the extent that the Confidential Information is required to be disclosed pursuant to a court order or as otherwise required by law, provided that the recipient promptly notifies the discloser upon learning of such requirement and has given the discloser a reasonable opportunity to contest or limit the scope of such required disclosure (including but not limited to making an application for a protective order);

10.1.2. under written authority from the original discloser of the Confidential Information, to nominate third parties who are bound by confidentiality obligations at least as protective as those contained in the Agreement;

10.1.3. to the recipient’s legal counsel, accountants or professional advisors to the extent necessary for them to advise upon the interpretation or enforcement of the Agreement, provided that such counsel, accountants or professional advisors are bound by confidentiality obligations at least as protective as those contained in the Agreement;

10.1.4. to the recipient’s (and in the case of Arm, the Arm Group’s) employees, and individual consultants/contractors/agents who have a need to know such information for the receiving party to perform its obligations and exercise its rights under the Agreement, provided that such employees, individual consultants/contractors/agents are bound by confidentiality obligations at least as protective as those contained in the Agreement.

10.2. Removing Confidential Information: Personnel must not remove any Arm Confidential Information from an Arm Site without prior written permission from Arm.

10.3. Return or destruction of Confidential Information: On termination of the Agreement, or immediately on request of the disclosing party, the recipient shall:

10.3.1. securely destroy (or, upon request by the other party, return) all documents and materials containing, reflecting or based on the other party’s Confidential Information;

10.3.2. securely erase the other party’s Confidential Information from computer systems and devices used by it, including those provided by third parties (to the extent technically and legally practical); and

10.3.3. upon request by the other party, confirm in writing that it has complied with this clause 10.3.

10.4. Retaining Confidential Information: Notwithstanding clause 10.3, each party may keep, but not destroy, documents and materials which contain or are based on the other party’s Confidential Information.

10.5. Deliverables: The recipient shall, at the written request of the disclosing party, supply to the disclosing party all information reasonably necessary to establish that the Confidential Information has not been used or disclosed in order to develop or use that product or process.

11. Intellectual Property Ownership and Licensing

11.1. Except as licensed in this clause 11, Supplier acquires no right, title or interest in the Arm Background IP, or any Products and nothing shall be construed as granting Supplier, expressly or by implication, estoppel or otherwise, a licence to use any Arm Background IP or Products other than for the purposes set out in the Order.

11.2. Background IP:

11.2.1. All Background IP is and shall remain the exclusive property of the party owning copyright or other Intellectual Property Rights in such Background IP.

11.2.2. Supplier hereby grants to Arm an irrevocable, royalty-free, non-exclusive, worldwide licence to reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use Supplier’s Background IP in connection with the Work, including, without limitation, use, sell, offer for sale, import, export any component of, sublicense and otherwise dispose of Supplier’s Background IP in connection with the Work.

11.3. IP in Products: All right, title and interest in the Products including any Intellectual Property Rights embodied therein shall vest in and be owned by Arm. To the extent that Supplier, or any Personnel, owns any right, title and interest in the Products, Supplier hereby assigns with full title guarantee (or will procure assignment of) all Intellectual Property Rights in the Products to Arm as they are created, on a worldwide perpetual basis, including any extensions or renewals of such Intellectual Property Rights (including the right to sue for damages and other remedies for infringement of such Intellectual Property Rights). Supplier will not, and to the extent permitted by applicable law, otherwise waives, any moral rights in the Products, and will ensure that all intellectual property rights in the Products will vest and be owned by Arm. Supplier will also not assign, and to the extent permitted by applicable law, will waive, those moral rights. Arm hereby grants to Supplier a limited, royalty-free, non-exclusive, non-transferable worldwide licence to use the Products solely to the extent necessary to perform the Work (with the right to sublicense only to its subcontractors expressly authorised by Arm).

11.4. IP in Software: Where the Products comprise any software (including any materials in any digital format), Supplier hereby assigns to Arm Group, with full title guarantee, all copyright and other interests in the underlying software code in both executable and source (human-readable) forms, except to any elements of code which are Third Party Materials.

11.5. The Supplier will reproduce and not remove or obscure any notice incorporated in any Arm Deliverables (if any) or Arm property to protect Arm’s Intellectual Property Rights or to acknowledge the Intellectual Property Rights of any third party. Supplier shall do all such things including signing all documents or other instruments necessary to confirm or vest in Arm the rights hereby assigned.

11.6. Third Party Material: Supplier shall not incorporate, compile or link any Third Party Material or third party confidential information into any Products without Arm’s prior written approval. Supplier must obtain all direct, non-exclusive, world-wide, perpetual, transferable, irrevocable, royalty-free licences which do not contain any restrictions required to use and provide Third Party Materials in connection with any Work (including any licenses required for Arm to use the Third Party Materials for the purposes described in (or intended by) the relevant Order). Arm Background IP may contain Third Party Materials which, notwithstanding clause 11.2.2, may be subject to Supplier’s compliance with third party licence terms included in or provided with the Arm Background IP.

11.7. Export Requirements:

11.7.1. Arm Background IP and Arm Confidential Information, if any, provided under the Agreement may be subject to U.K., European Union, and U.S. export control and sanctions laws and regulations, including the U.S. Export Administration Regulations ("EAR") and equivalent national laws and regulations in other countries, which control the export of Arms, or transmitting Arms to Arm's Affiliates, which may include the following:

11.7.1.1. Any Arm Background IP and Arm Confidential Information, if any, must comply with the EAR and equivalent national laws and regulations in other countries.

11.7.1.2. Supplier agrees that it shall not, either directly or indirectly, export in breach of the Export Regulations any Arm Background IP or Arm Confidential Information, or any direct products thereof: (i) to any country, company or person subject to export restrictions or sanctions under the applicable Export Regulations without required export authorization; or (ii) for any purpose which would be prohibited by EAR or by any provision of the EAR, Chemical, or Biological Weapons Non-Proliferation, or any other applicable laws.

Information has been redacted for confidentiality.
to any Arm Background IP or Arm Confidential Information is determined by the relevant ECCN. Arm will provide ECCNs for licensed products upon request to tradecompliance@arm.com.

Supplier is responsible for determining the jurisdiction and classification of the designs it creates using Arm Background IP or Arm Confidential Information.

11.7.2 Arm Background IP and Arm Confidential Information, if any, provided under this Agreement are dual-use, and are not listed on the UK Military List, nor are they subject to the International Traffic in Arms Regulations (ITAR), 500/600 Series of the EAR or other military export control regimes. The parties are prohibited from releasing ITAR-sensitive technical data, 500/600 series-controlled technology, UK strategic military data, or any other data that might require an export license or other export authorization, without prior written consent from the other party. Further, Arm is expressly authorized to use non-U.S. citizens for the performance of the Agreement with the exception of nationals of Country Group E:1 and E:2 as listed in Supp. 1 to Part 740 of the EAR, which shall only be permitted in full compliance with all applicable laws.

11.7.3 Supplier represents and warrants that the individuals the Supplier has hired and designated to perform services for Arm under this Agreement are authorized under applicable Export Regulations to access Arm technology or Confidential Information subject to such Export Regulations. In the course of performing the Services covered by this Agreement, the Supplier further agrees that it has the required internal policies and procedures to ensure that the nationality of the individuals, who are performing the Services to fulfil the Supplier’s obligations, does not prevent them from working with and/or being exposed to any Arm technology or Confidential Information that is subject to Export Regulations and controlled for export or deemed export purposes.

11.8 Regulatory Requirements: Supplier understands and accepts that Arm’s right to license Arm Background IP and provided services is subject to the continuing approval of the U.K., U.S., European Union and other relevant governmental authorities as may be applicable. Supplier shall agree and cooperate with any verification audit/site inspection at Supplier’s facilities as requested by Arm to verify compliance with the regulatory requirements. Arm shall have the right to immediately terminate any performance under the Agreement upon notice to Supplier in order to comply with the applicable Export Regulations, or at the request of the relevant government authorities. In such an event, Supplier shall indemnify Arm for any penalties, obligations, fines, liabilities or other similar losses (collectively, “Losses”) incurred by Arm arising from violations, charges, investigations or enforcement actions concerning the Export Regulations, to the extent such Losses resulted from actions or omissions by Supplier.

12. Intellectual Property Warranties and Indemnities

12.1. Supplier warrants that the Products do not infringe any third-party Intellectual Property Rights and Supplier shall defend, indemnify and hold Arm Group, their officers, directors, agents and employees harmless from any liability resulting from any claim that the Products infringe any third-party Intellectual Property Rights. In the defence or settlement of a claim, Supplier may obtain for Arm the right to continue using the Work or require Arm to stop using the Work so it becomes non-infringing. Supplier will not be liable for any claim of infringement to the extent it is caused by any unauthorised modification of the Work by or on behalf of Arm.

12.2. Supplier warrants that the Products do not infringe any third-party Intellectual Property Rights and Supplier shall defend, indemnify and hold Arm Group, their officers, directors, agents and employees harmless from any liability resulting from any claim that the Products infringe any third-party Intellectual Property Rights. In the defence or settlement of a claim, Supplier may obtain for Arm the right to continue using the Work or require Arm to stop using the Work so it becomes non-infringing. Supplier will not be liable for any claim of infringement to the extent it is caused by any unauthorised modification of the Work by or on behalf of Arm.

13. Term and Termination

13.1. Each Order shall commence on its date of issue and, unless properly terminated earlier, shall continue until all Work to be carried out under it has been accepted by Arm. 13.1.1. Without affecting any other right or remedy available to it, either party may terminate any Order:

13.1.2. immediately on breach of clauses 10 (Confidentiality), 11 (Intellectual Property Ownership and Licensing), 12 (Intellectual Property Warranties and Indemnities), 19 (Data Protection) and/or;

13.1.3. upon written notice if the other party materially or persistently breaches any of the provisions of the Agreement and fails to remedy that breach within 30 days after written notice;

13.1.4. immediately upon the order party becoming insolvent or unable to pay its debts as they become due (if a party is subject to a bankruptcy type event, it shall notify the other party as soon as it becomes aware of the event).

13.2. Arm may terminate any Order(s) and/or the Agreement for any reason by giving at least thirty (30) days’ written notice.

14. Consequences of Termination

14.1. On termination of the Agreement and/or any Order:

14.1.1. any other Orders not stated in the termination notice will continue exactly as per the Order(s) and/or the Agreement for any reason by giving at least thirty (30) days’ written notice.

14.1.2. any accrued rights, remedies, obligations or liabilities of the parties, including the right to claim damages for breach, will not be affected;

14.1.3. any part of the Agreement which expressly or impliedly has effect after termination will continue to be enforceable notwithstanding termination.

14.1.4. all licenses granted by Arm under relevant Order(s) will terminate immediately and Supplier will do nothing necessary, including signing all documents, to confirm or vest in Arm the rights assigned to Arm under the Agreement;

14.1.5. Fees will be paid for Work which has it delivered and will immediately deliver to Arm any property of Arm and any Work, whether completed or not, in its possession; and

14.1.6. the parties must comply with clause 10.3 (return or destruction of Confidential Information) on Arm’s request, produce both the insurance certificate in effect with details of coverage and the receipt for the current year’s premium.

15. Insurance

15.1. Level of Cover: For the duration of the Order, Supplier will maintain in force, with a reputable insurance company, the insurances listed in the supplier registration form to sufficiently cover the liabilities that may arise under or in connection with the Agreement and/or any accrued rights, remedies, obligations or liabilities of the parties, including the right to claim damages for breach, will not be affected;

15.2. Lapse of Insurance: If cover under the insurance policies lapses, is not renewed or is changed in a material way, Supplier must promptly notify Arm in writing.

16. Limitation of Liability

16.1. EXPENSE FOR ANY BREACH OF OR LIABILITY ARISING UNDER CLAUSE 10 (CONFIDENTIALITY), CLAUSE 6.1.7 (CODE OF CONDUCT), CLAUSE 19 (DATA PROTECTION), OR INDEMNITY OBLIGATIONS FOR WHICH LIABILITY WILL BE UNLIMITED, AS BETWEEN THE PARTIES IN NO EVENT WILL THE PARTY LIABLE UNDER THE AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR BREACH OF CONTRACT OR OTHERWISE.

16.2. SUBJECT TO CLAUSES 16.1 AND 16.3, THE MAXIMUM LIABILITY OF ARM TO SUPPLIER IN AGGREGATE FOR ALL CLAIMS MADE AGAINST ARM IN CONTRACT TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE UNDER OR IN CONNECTION WITH EACH ORDER SHALL NOT EXCEED THE FEES PAID BY ARM TO SUPPLIER WITHIN 12 MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM HAS ARISEN UNDER SUCH ORDER. THE EXISTENCE OF MORE THAN ONE CLAIM OR SUIT WILL NOT ENLARGE OR EXTEND THE LIMIT. SUPPLIER RELEASES ARM FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION.

16.3. NOTHING IN THE AGREEMENT SHALL OPERATE TO EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAUDULENT MISREPRESENTATION AND ANY OTHER CIRCUMSTANCES WHERE LIABILITY MAY NOT BE LIMITED UNDER ANY APPLICABLE LAW.

17. Force Majeure

17.1. Neither party will be liable for any failure or delay in its performance under any Order due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars (whether declared or not), terrorism, sabotage, third party industrial disputes and governments’ actions, which are beyond its reasonable control, provided that the affected party: (i) promptly gives the other party written notice of the cause, and in any event within 14 days of its discovery; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The affected party’s time for performance or cure under this clause 17.1 shall be extended for a period equal to the duration of the cause.

17.2. If Supplier is unable to provide or Arm is unable to receive all or substantially all of the Work under clause 17.1 for a period of more than 30 days, Arm will be entitled to terminate the relevant Order by giving written notice to Supplier.

18. General

18.1. Independent Contractors: The relationship of Supplier to Arm will be that of independent contractor and nothing shall render Supplier or any Personnel an employee, worker, agent or partner of Arm, and Supplier shall not hold itself out as such.

18.2. Entire Agreement: The Agreement is the entire agreement between the parties to the Work. No modification of any part of the Agreement may rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

18.3. Waiver: Neither party will be deemed to have waived any rights by failing or delaying exercising or enforcing any right.

18.4. Assignment: Supplier may not assign or transfer the Agreement or any of its rights and obligations in whole or in part. Arm may assign or otherwise transfer the Agreement or any of its rights and obligations hereunder without the other party’s consent in whole or in part.

18.5. Change of Control: Supplier must notify Arm as soon as possible and within thirty (30) days if Supplier experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate
18.6. Third Parties: Any member of the Arm Group may enforce any indemnity contained in the Agreement, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 except that the parties may rescind or vary this agreement without the consent of a third party. Otherwise, a person who is not a party to the Agreement will have no rights under it.

18.7. Severance: If any term (or part of a term) of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

18.8. Publicity and use of Trademarks: Supplier shall not publicise the terms of the Agreement or use any Trademarks in any promotion, publications or advertising material without Arm’s prior written consent, which may be revoked at any time by Arm. When permitted, Supplier shall use the Trademarks in accordance with the Trademark Guidelines. Arm has the right to revise the Trademarks and Trademark Guidelines at any time. Supplier shall not use or attempt to register in any jurisdiction in its own name or another name, any sign that is confusingly similar to any of the Trademarks and/or takes unfair advantage of or is detrimental to the distinctive character or repute of the Trademarks. Supplier assigns to Arm any goodwill associated with its use of the Trademarks.

18.9. Records and Audit: Supplier will maintain in reasonable detail accurate records relating to the Agreement. For a period of seven (7) years after the effective date of each Order, (i) Arm and its authorised representatives may audit Supplier’s relevant records to confirm compliance with the Agreement, and (ii) Supplier will promptly notify Arm and provide Arm with reasonably-requested information if a government authority audits Supplier’s business related to the Work. The parties shall bear their own costs and expenses incurred in complying with their obligations under this clause. Arm shall be entitled to claim back the costs of an audit where it is found that a Supplier is in material breach of its obligations under the Agreement.

18.10. Notices: Except as otherwise specifically provided herein or in an Order, all notices that are required under this Agreement must be in English and in writing and must be delivered: (i) personally to the other party’s employee with the authority to accept such delivery (in which case it will be deemed served immediately), (ii) by first class post (in which case it will be deemed served on the third business day after it was posted) to the Notice Address as defined below, or (iii) by registered commercial courier (in which case it will be deemed served on the second business day after deposit with the courier) to the Notice Address as defined below. This clause shall not apply to the service of any proceedings or other documents in a legal action. To be effective, any notice delivered pursuant to sub-clauses (i), (ii), or (iii) must also be emailed to litigation@arm.com no later than 24 hours after the notice is deemed served.

<table>
<thead>
<tr>
<th>Notice Address for ARM</th>
<th>Notice Address for Supplier Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Counsel</td>
<td></td>
</tr>
<tr>
<td>150 Rose Orchard Way</td>
<td>San Jose</td>
</tr>
<tr>
<td>CA 95134</td>
<td></td>
</tr>
</tbody>
</table>

18.11. Governing Law and Jurisdiction: The Agreement and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts, unless the Arm contracting party is located in the U.S. in which case, (i) the governing law shall be the laws of the State of California, USA, exclusive of its rules governing choice of law and conflict of laws, and (ii) the federal and state courts of California shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

19. Data Protection

19.1 Supplier shall, in performing its obligations under the Order, comply in all respects with the Data Protection Legislation and with the requirements of this clause 19.

19.2 Where the Supplier acts as data processor under the Order it shall:

19.2.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of the personal data and against actual loss or destruction of, or damage to, personal data;

19.2.2 process personal data only in accordance with the Order, Arm’s instructions and having regard to the provisions of the Data Protection Legislation; and

19.2.3 not disclose the personal data to any third party or transfer the personal data outside the EEA without the Arm’s prior written consent.

19.3 Data processor and personal data shall have the meaning set out in the Data Protection Legislation.