

To confirm your agreement to these terms and conditions applying to the product you are proposing to send to Arm please complete the form and click submit.

Machine Learning Evaluation Agreement (the "Agreement")

These terms and conditions of the Agreement are made and entered into by and between Arm Limited whose registered office is situated at 110 Fulbourn Road, Cambridge, CB1 9NJ ("**Arm**") and the entity agreeing to these terms ("**PARTNER**") Together the "**Parties**"

If you are agreeing to this Agreement on behalf of PARTNER, PARTNER represents and warrants that: (i) you have full authority to bind PARTNER to this Agreement; (ii) PARTNER has read and understands this Agreement; and (iii) you agree, on behalf of PARTNER, to this Agreement.

If you do not have the legal authority to bind PARTNER, please do not click to submit.

By completing the Machine Learning Evaluation application, the "**Application**", ticking the box to agree these terms and clicking "submit", PARTNER is requesting permission from Arm to submit a product for internal evaluation by Arm. Arm's acceptance of PARTNER's application will take place when Arm notifies PARTNER, by e-mail that the PARTNER's application has been accepted, at which point this contract will come into existence between Arm and PARTNER (the "**Notification**")

This Agreement is therefore effective as of the date Arm sends the Notification confirming acceptance of the Partner's Application (the "**Effective Date**").

WHEREAS:

- A. This Agreement is to allow Partners to submit a product to Arm for internal evaluation, analysis, debugging and collaboration between the Parties.
- B. PARTNER has submitted the Application and, upon Arm accepting PARTNER's request, the following terms and conditions shall apply.

Definitions

"**Product**" means as outlined in the Product Description/Deliverables in the Application including any updated versions thereof or any Modifications (as defined)

"**Delivery Date**" means within ten (10) days from the Effective Date.

"**Confidential Information**" means (i) the Product, the Results and derivatives thereof (including any translation, modification, compilation, abridgement or other form in which the technology has been recast, transformed or adapted) and any trade secrets; (ii) any information designated in writing by either party, by appropriate legend, as confidential; (iii) any information which if first disclosed orally, is identified as confidential at the time of disclosure and is thereafter reduced to writing for confirmation and sent to the other party within thirty (30) days after its oral disclosure and designated, by appropriate legend, as confidential; and (v) the terms and conditions of this Agreement.

"**Term**" means sixty (60) days from the Effective Date unless amended by Arm in the Notification in which case the term in the Notification shall take precedence

"**Arm Improvements**" means any improvements made by Arm to any Arm products which have made possible by the use or knowledge of the Results, excluding any PARTNER Confidential Information.

"**Intellectual Property**" means any patents, patent applications, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, unregistered design right and any other similar protected rights in any country to the extent recognised by any relevant jurisdiction as intellectual property, trade secrets and know-how.

"**Purpose**" means internal evaluation of the Product to generate Results and make Arm Improvements.

"**Permitted Use**" means implementing the Product in a system containing an Arm neural processing unit.

“**Results**” means any performance data or other output resulting from the Permitted Use of the Product.

1. **Licence**

- 1.1. PARTNER hereby grants to Arm and its subsidiaries, under all of PARTNER’s and its affiliates’ (as applicable) Intellectual Property, a licence to use the Product for the Term on a limited, non-exclusive, non-sublicensable, non-transferable basis as follows (i) install and use the Product for the Purpose and in accordance with the Permitted Use, (ii) install and use the Product in a secure digital environment or a hard disk with access restricted to specific named individuals (Arm shall provide the names of these individuals to PARTNER on written request and subject to any applicable data protection laws) (iii) copy and modify the Product as required for the Purpose (any such modifications to the Product are known as the “**Modifications**”).
- 1.2. The Modifications shall be treated as part of the Product and the terms and conditions for the Product shall apply accordingly. If requested by the PARTNER, Arm shall deliver the Modifications to the PARTNER in a form to be agreed by the Parties.
- 1.3. PARTNER hereby grants to Arm and its subsidiaries, under all of PARTNER’s and its affiliates’ (as applicable) Intellectual Property, a perpetual, irrevocable, royalty free, non-exclusive, worldwide licence to; (i) use, copy and modify the Results to create the Arm Improvements; (ii) sell, supply, or otherwise distribute the Arm Improvements; (iii) design, have designed, manufacture, have manufactured, use, import, sell, and otherwise distribute and dispose of products that incorporate the Arm Improvements; and (iv) sublicense (together with the rights to further sublicense) the rights granted in this Clause 1.2(ii) and (iii) to any third party.
- 1.4. Except as expressly licensed above, Arm acquires no right, title or interest in the Results or the Product, or any Intellectual Property therein. PARTNER remains the owner of the Product, and all the Intellectual Property therein. In no event shall the licences granted above be construed as granting Arm expressly or by implication, estoppel or otherwise, licences to any PARTNER technology other than the Results.
- 1.5. As requested by the Partner, Arm shall deliver the Results to PARTNER and PARTNER shall be free to use the Results to improve the Product (“**PARTNER Improvements**”) and Arm shall have no right, title or interest in any Intellectual Property in the PARTNER Improvements. PARTNER may not disclose, publish or display the Results to any third party without Arm’s express written approval (email is permitted).
- 1.6. Arm shall be the owner of all Intellectual Property in the Arm Improvements.

2. **Arm’s obligations**

- 2.1. Arm shall (i) unless agreed in advance in writing (email is permitted), keep confidential and not disclose the existence of features, capabilities, contents or other Confidential Information relating to the Product, the Results or this Agreement to any third party; (ii) ensure its employees observe the confidentiality and nondisclosure obligations in this Agreement; (iii) keep the Product in its exclusive possession and implement reasonable safeguards to keep the Product from being access by any unauthorised persons and; (iv) ensure compliance with any applicable laws and regulations governing the use of the Product.

3. **Delivery, Term and termination**

- 3.1. PARTNER shall use reasonable efforts to deliver the Product to Arm by the Delivery Date.

- 3.2. This Agreement commences on the Agreement Effective Date and shall continue until the earlier of termination in accordance with the provisions of Clause 3.3 and expiry of the Term.
- 3.3. Either party may terminate this Agreement at any time, effective immediately upon written notice (email is permitted) of termination.
- 3.4. Upon expiry or termination of this Agreement, Arm shall, as soon as possible or in any event within two (2) weeks, destroy the Product and any copies or derivatives (including any translation, modification, compilation, abridgement or other form in which the Product has been recast, transformed or adapted) thereof in its possession.
- 3.5. Upon expiry or termination of this Agreement the provisions of Clauses 1.3, 4, 5 and 6, shall survive.

4. Confidentiality

- 4.1. Except as expressly provided by Clauses 4.2 and 4.3, each party shall maintain in confidence the Confidential Information disclosed by the other party and apply security measures no less stringent than the measures that such party applies to its own like information, but not less than a reasonable degree of care, to prevent unauthorised disclosure and use of the Confidential Information. The period of confidentiality shall be indefinite with respect to each party's Confidential Information.

4.2. Permitted Disclosures

Either party may disclose Confidential Information received from the other party in the following circumstances: (i) disclosure to third parties to the extent the Confidential Information is required to be disclosed pursuant to a court order or as otherwise required by law, provided the party required to make the disclosure promptly notifies the other party upon learning of such requirement and has given the other party 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); (ii) disclosure to nominated third parties under written authority from the original discloser of the Confidential Information; (iii) from time to time, Arm may disclose PARTNER Confidential Information to subsidiaries of Arm subject to the same terms and conditions of confidentiality as are set out in this Agreement; and (iv) disclosure to the receiving party's legal counsel, accountants or professional advisors to the extent necessary for them to advise upon the interpretation or enforcement of this Agreement, provided such counsel, accountants or professional advisors are bound by confidentiality obligations at least as protective as those contained in this Agreement.

4.3. Excepted Information

The provisions of this Clause 4 shall not apply to information which: (i) is known to and has been reduced to tangible form by the receiving party prior to its receipt provided that such information is not already subject to any obligations of confidentiality; or (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 this Agreement; or (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 continuing obligations of confidentiality (iv) is independently developed by the receiving party without reference to or reliance upon the disclosing party's Confidential Information.

- 4.4. The Arm Improvements shall not be treated as confidential information by Arm and Arm shall be free to use, copy, disclose or otherwise distribute any of the Arm Improvements to any third party or pursuant to any of the licences granted in Section 1.3 without obligation or restriction of any kind.

- 4.5. Each party shall be free to use any Residuals (defined below) for any purpose, provided that the parties shall maintain the confidentiality of Confidential Information in accordance with the provisions of this Agreement. Nothing in this Clause 4.5 shall be deemed to grant to either party any licence to the other party's copyrights or patents (unless stipulated in clause 1). "**Residuals**" means any information in intangible form that is retained in the unaided memories of persons who have access to the ideas, concepts know-how and techniques including Confidential Information disclosed to each party by the other under this Agreement. A person's memory is unaided if the person has not intentionally memorised the information for the purpose of retaining and subsequently using or disclosing the information. Neither party shall have any obligation to limit or restrict the work assignment of such persons or to pay royalties for any work resulting from the use of Residuals.

5. Warranty

For (i) PARTNER, in respect of the Product; and (ii) Arm, in respect of the Results and any Modifications, no warranties are provided including express warranties, implied or statutory warranties and without limitation, the implied warranties of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose.

6. Liability

- 6.1. Arm shall use the Product at its own risk and PARTNER shall use the Results and any Modifications at its own risk and in no event shall either Party be liable to each other for any loss or damage of any kind arising from the others use of the Product(s)/or the Results (as applicable) whether caused by negligence or otherwise.
- 6.2. Nothing in this Clause 6 shall operate to exclude liability for: **(i)** death or personal injury resulting from either party's negligence; or **(ii)** fraud.

7. General

- 7.1. Other than in the case of an acquisition of Arm by Nvidia Corporation, or an entity controlled by Nvidia Corporation, neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other party.
- 7.2. Failure or delay by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- 7.3. Neither party shall be liable for any failure or delay in its performance under this Agreement due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, pandemics, floods, earthquakes, riots, wars, sabotage, third party industrial disputes and governments actions, which are beyond its reasonable control; provided that the delayed party: (i) gives the other party written notice of such cause promptly, and in any event within fourteen (14) days of discovery thereof; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this clause shall be extended for a period equal to the duration of the cause.
- 7.4. Any notice given under this Agreement shall be in writing and deemed served if it is sent by recorded delivery address to the address above with attention to the General Counsel. The day of service shall be deemed to be two days after the date of posting.
- 7.5. ARM and PARTNER are independent parties. Neither company nor their employees, consultants, contractors or agents, are agents, employees or joint venturers of the other party, nor do they have the

authority to bind the other party by contract or otherwise to any obligation. Neither party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

- 7.6. Except as expressly stated in this Agreement, the Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing that Act shall not apply in relation to this Agreement or any agreement, arrangement, understanding, liability or obligation arising under or in connection with this Agreement and nothing in this Agreement shall confer on any third party the right to enforce any provision of this Agreement.
- 7.7. The Product provided under this Agreement may be subject to U.K., European Union, and U.S. export control laws and regulations, including the U.S. Export Administration Regulations (hereafter collectively referred to as "**Export Laws**"). The Parties agrees to comply fully with all applicable Export Laws and agree that they shall not, either directly or indirectly, export in breach of the Export Laws any Product under this Agreement, nor any direct products or results thereof: (i) to any country, company or person subject to export restrictions or sanctions under the applicable Export Laws without required export authorization; or (ii) for any prohibited end use, including, without limitation, nuclear, chemical, or biological weapons proliferation, which at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.
- 7.8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorised representative of both parties.
- 7.9. The validity, construction and performance of this Agreement shall be governed by English Law.