



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. "**Agreed Rates**" means the rates set out in Attachment 1 (Agreed Rates)
 - 1.3. "**Arm Group**" means any or all as the context allows of 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.
 - 1.4. "**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).
 - 1.5. "**Arm Site**" means any premises owned or used by Arm where Supplier provides Work.
 - 1.6. "**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.
 - 1.7. "**Confidential Information**" means (i) all non-public, proprietary 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 continuing obligations of confidentiality; or (iv) is developed independently by recipient, as shown by proper documentation.
 - 1.8. "**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 UK 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).
 - 1.9. "**Defect**" or "**Defective**" means not meeting the requirements of clauses 6, 8 and 12.
 - 1.10. "**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.
 - 1.11. "**Equipment**" means any equipment made available to Supplier by Arm relating to the Work.
 - 1.12. "**Fees**" means the fees payable to Supplier according to the Agreed Rates.
 - 1.13. "**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.
 - 1.14. "**Intellectual Property Rights**" 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 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.
 - 1.15. "**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.
 - 1.16. "**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).
 - 1.17. "**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.
 - 1.18. "**Service Levels**" means the service levels specified in the Order.
 - 1.19. "**Services**" means the services provided directly or indirectly by Supplier under an Order.
 - 1.20. "**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 in any open source software, freeware or commercial third-party software).
 - 1.21. "**Trademarks**" means the Arm corporate logo and any word trademarks listed on Arm's website at www.arm.com/company/policies/trademarks/arm-trademark-list.
 - 1.22. "**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 using the Arm corporate logo available on Arm's website at www.arm.com/company/policies/trademarks/guidelines-corporate-logo.
 - 1.23. "**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;
 - 1.24. "**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.
 - 1.25. References to a "party" in the Agreement shall be deemed to be references to a party to the Order.
 - 1.26. 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 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 cancel any Order upon written notice to Supplier at any time before the scheduled delivery or completion date at no cost to Arm, except that if requested changes materially increase or decrease the cost to provide Work, the parties will negotiate and sign an appropriate amendment to their obligations under the Order. Supplier will not unreasonably withhold or delay 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 Order and, 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 Delay and the reasons for the 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 Supplier'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 treated as acceptance.
- 5.2. **Rejecting Products:** If Arm rejects any Products Arm may, at its option, return rejected Products and Supplier will immediately replace them at Supplier's expense or use the Defective Products in return for an agreed price reduction.
- 5.3. **Rejecting Services:** Regardless of Arm's acceptance of any similar Services, if any Services are Defective, Arm may opt to:
 - 5.3.1. reject the Defective Services and require Supplier to re-perform the rejected Services at no cost to Arm;
 - 5.3.2. reject the Defective Services and re-perform the rejected Services itself, or have a third party do this, and charge Supplier the reasonable cost of this re-performance;
 - 5.3.3. reject the Defective Services and obtain a refund from Supplier for all Fees paid in relation to those Services; or
 - 5.3.4. accept the Defective Services in return for an agreed reduction in price.

6. Quality of Work

- 6.1. **Supplier warranties:** Supplier warrants that it will:
 - 6.1.1. develop, test and deliver the Work in accordance with the Agreement, Good Industry Practice and the Service Levels;
 - 6.1.2. ensure that all Products are (i) new, unused, and not refurbished at the time of delivery, (ii) of satisfactory quality, free from design and other inherent defects and fit for their intended purpose and any purpose made known to Supplier, and (iii) free of any security interest, option, mortgage, charge or lien;
 - 6.1.3. pass on to Arm the benefit of any manufacturers' warranties that apply to Products and perform its responsibilities so that those warranties or guarantees remain in full effect;
 - 6.1.4. obtain, and always maintain, membership of any relevant regulatory and/or statutory bodies, licenses, consents, and permissions necessary to perform its obligations;
 - 6.1.5. co-operate and comply with all reasonable instructions of Arm relating to the Work, and not do or say anything which damages or which could reasonably be expected to damage the interests or reputation of Arm or its officers, employees or agents;
 - 6.1.6. use all commercially reasonable efforts to provide enough project management to ensure that the Work remains on track, identify remedial actions where necessary, and ensure Arm is kept fully informed of progress;

- 6.1.7. comply with the Arm Supplier Code of Conduct found at <https://www.arm.com/company/policies/suppliers> as updated from time to time and with any other applicable Arm policies and procedures notified by Arm to Supplier; and
- 6.1.8. not include any Intellectual Property Rights of third party in the Work unless agreed in advance in writing with Arm.

- 6.2. **Liability for Defective Products:** Supplier is responsible for all costs, damages, and liabilities incurred by Arm as a result of Defective Products.

7. Defects During the Warranty Period

- 7.1. **Defects Procedure:** Arm may notify Supplier if it finds a Product is Defective during the Warranty Period and, at Arm's option, require Supplier to:
 - 7.1.1. replace or repair the Defective Product and re-deliver it to Arm within a reasonable time agreed by Arm;
 - 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 expense, liability, loss, claim or proceedings however arising, whether during or after the expiry or termination of all or any part of the Work, 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 or claim that the provision of Work has or is likely to give rise to a relevant Transfer (iii) any employment-related claim or any claim based on worker or employee status (including reasonable costs and expenses) brought by any Personnel against Arm in connection with the provision of the Work; and (iv) any income tax or any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of Work or any payments or benefits received by Personnel for the Work.
- 8.4. **Supervision 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 Supplier'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 sites 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 undertake Work at an Arm site, Arm shall provide a work environment like that which it provides its own personnel who perform substantially equivalent work at no cost to Supplier. Arm may refuse to admit, or order the removal from an Arm site of, Personnel who, in Arm's reasonable opinion are not behaving in accordance with the Agreement or Arm policy. Supplier is responsible for any costs associated with any refusal of admittance or removal and with the provision of a suitable replacement. Supplier's access to any Arm Site is solely for the purposes of providing the Work and Supplier acquires no right to occupy or possess part or all of the Arm sites.
- 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. Supplier may remove Equipment from an Arm Site provided Supplier first has Arm's written permission and that promptly following request by Arm, or termination of an Order, Supplier returns the Equipment to Arm. Arm may invoice Supplier, and Supplier will pay within 30 days of receipt, the full manufacturer's retail price for any Equipment Supplier fails to return.
- 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. Fees and Payment**
- 9.1. Supplier will be entitled to invoice Arm following Arm's acceptance of all the Work and according to the Agreed Rates. 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 and register Supplier's details using that electronic system; ensure that 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, and the Fees are charged in accordance with the Agreed Rates.
- 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 for the time being (set out 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 in the country where the Work is accepted may pay 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 reasonable 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 nominated 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; and
- 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 10.2, each party may keep documents and materials which contain or are based on the other party's Confidential Information to the extent required by law or any applicable government or regulatory authority. This clause 10 will continue to apply to any documents and materials retained.
- 10.5. Misuse of Confidential Information: If the recipient develops or uses a product or process which, in the reasonable opinion of the disclosing party might have involved the misuse of any Confidential Information, 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 license 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 it.
- 11.2.2 Supplier hereby grants to Arm Group an irrevocable, royalty-free, non-exclusive, worldwide license to reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use Supplier's Background IP in connection with the Work and to make, use, sell, offer for sale, import, export any component of, sublicense and otherwise dispose of Supplier's Background IP in connection with the Work.
- 11.2.3 Arm Background IP is provided to Supplier subject to any license conditions noted in the Order, or otherwise provided to Supplier on or prior to delivery of the relevant Arm Background IP. If no license conditions are noted in the relevant Order or otherwise provided, Supplier may only use the relevant Arm's Background IP on a royalty-free, non-exclusive, worldwide basis solely to the extent necessary to perform the Work, and Arm expressly disclaims all representations, warranties, conditions or other terms, express or implied or statutory relating to the Arm Background IP (including the implied warranties of non-infringement, satisfactory quality, and fitness for a particular purpose).
- 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, own any rights in the Products, Supplier hereby assigns with full title guarantee (or will procure assignment of) all Intellectual Property Rights in the Products to Arm Group as they are created, on a worldwide perpetual basis, including any extensions or renewals of



those Intellectual Property Rights (including the right to sue for damages and other remedies for infringement of those Intellectual Property Rights). Supplier will not assert, and to the extent permitted by applicable law, otherwise waives, any moral rights in the Products, and will ensure that all Personnel, and other third parties who have moral rights in the Products will also not assert, 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, transferrable, 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 Material which, notwithstanding the terms of the license grant set out in clause 11.2.3, may be subject to Supplier's compliance with third party license 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") (hereafter collectively referred to as "Export Regulations"). The parties hereto agree to comply fully with all applicable Export Regulations. 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 received under the Agreement, nor 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 prohibited end use, which at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.
- 11.7.2 Arm Background IP and Arm Confidential Information, if any, provided under the 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), the 600 Series of the EAR or other military export control regimes. The parties hereto are prohibited from sharing ITAR-controlled technical data, 600 series-controlled technology, other export controlled 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 processes to ensure that the nationality of the individuals, who are performing the Services to fulfil the Suppliers' 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 provide related 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/on-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 governmental authorities. Supplier shall indemnify and hold Arm harmless 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 replace or modify 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 it has all rights and licences to the Third Party Material to permit Arm to receive and use the Products as contemplated by the Agreement without infringing the Third Party Material.
- ## 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 for 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 other provisions of the Agreement and fails to remedy that breach within 30 days after written notice;
- 13.1.4. immediately upon the other party becoming insolvent or unable to pay its debts as they become due (If a party is subject to an insolvency 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 until proper termination or expiry;
- 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 everything necessary, including signing all documents, to confirm or vest in Arm the rights assigned to Arm under the Agreement;
- 14.1.5. Supplier will refund any Fees paid for Work which it has not 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).
- 14.2. Clauses 1, 6, 7, 8.3, 9.5, 10, 11 (subject to clause 14.1.4), 12, 14, 16, 18 and 19 will survive expiry or termination of the Agreement.

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 Order and will, on Arm's request, produce both the insurance certificate in effect with details of coverage and the receipt for the current year's premium.
- 15.2. 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. EXCEPT 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 EITHER PARTY BE 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 DURING THE 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 for the Work and neither party 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 them.
- 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 whether in whole or in part at any time.
- 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 transaction where there is a change to the entity which has power to direct Suppliers affairs).
- 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: All notices 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. The "Notice Address" for the purposes of sub-clauses (ii) and (iii) above means [150 Rose Orchard Way, San Jose, CA 95134](mailto:litigation@arm.com), Attention: General Counsel. 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.
- 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.