

This **Arm Functional Safety Partnership Design Services agreement** (“**Agreement**”) is made the (“**Effective Date**”);

between

Arm Limited whose registered office is situated at 110 Fulbourn Road, Cambridge CB1 9NJ, England (“**Arm**”);
and “**PARTNER**”

.....
[FULL CORPORATE NAME]

whose principal place of business is situated at

.....
[ADDRESS]

WHEREAS:

Arm has set up the Arm Functional Safety Partnership for Design Services (defined below) in order to create a network of companies in the Arm ecosystem that can promote functional safety alongside Arm and offer functional safety related Design Services to customers using Arm’s technology with the objective of providing customers with a recognised network of partners that can help them drive and deliver functional safety capability on Arm and to help aid the development of a mature safety market. Membership of the program is subject to ongoing satisfaction of the relevant Quality Standards (defined below) and the terms of this Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Definitions

- 1.1 “**Arm Functional Safety Partner for Design Services**” means a company that has successfully satisfied the Quality Standards in accordance with the provisions of Clause 2.
- 1.2 “**Arm Trademarks**” means the Arm corporate logo, Arm Functional Safety Partner Design Services logo and any Arm word trademark relating to any services provided under this agreement, including without limitation any of the word trademarks listed on Arm’s corporate website at www.arm.com/company/policies/trademarks/arm-trademark-list.
- 1.3 “**Confidential Information**” means: (i) any information designated in writing by either party, by appropriate legend, as confidential; (ii) 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; (iii) the terms and conditions of this Agreement.
- 1.4 “**Design Services**” means functional safety related design services for assisting customers in the integration of Arm technology into to the wider SoC.
- 1.5 “**Intellectual Property**” means any patents, patent applications, trade marks, 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.
- 1.6 “**PARTNER**” means the company named above.
- 1.7 “**Trademark Guidelines**” means (i) the ARM branding guidelines for the use of ARM’s Trademarks set out in Schedule 3 of this agreement, (ii) the ARM trademark use guidelines (available on ARM’s corporate website at www.arm.com/company/policies/trademarks/guidelines-trademarks), and (iii) any guidelines for using an ARM logo, including the guidelines for using the ARM corporate logo (available on ARM’s corporate website at www.arm.com/company/policies/trademarks/guidelines-corporate-logo), and any amendment thereto delivered to PARTNER by ARM from time to time in accordance with the provisions of Clause 3.4.

2. Quality Standards

- 2.1 PARTNER confirms that PARTNER satisfies the Quality Standards. Immediately upon request by Arm at any time during the Term and a Renewal Term, PARTNER shall send Arm evidence to prove that PARTNER satisfies the Quality Standards.
- 2.2 Subject to Clause 2.1 and solely in accordance with the provisions of Clause 3, PARTNER may undertake mutually agreed marketing and promotional activities as set out in Schedule 2 to publicise PARTNER as being part of the Arm Functional Safety Partnership.
- 2.3 In order to confirm PARTNER does satisfy the Quality Standards, Arm may carry out an assessment of PARTNER at any time during the Term and Renewal Term of this Agreement (as applicable). PARTNER shall co-operate with Arm to ensure such assessment is completed to Arm's satisfaction, which includes, without limitation, providing Arm with written proof or evidence that the Quality Standards have been satisfied.
- 2.4 Following any such assessment Arm will provide PARTNER with a report stating whether they have met the Quality Standards. Where the assessment determines that PARTNER does not meet the Quality Standards, Arm will set out, in a report, the findings, corrective actions and relevant time frame before a further assessment is to be carried out to re-assess compliance with the Quality Standards.
- 2.5 In the event PARTNER fails to comply with the Quality Standards after re-assessment, without prejudice to any other right or remedy which may be available to it, Arm shall be entitled to terminate this agreement in accordance with Clause 7.2.
- 2.6 Arm, at Arm's sole discretion, shall be entitled to make changes to the Quality Standards throughout the Term of this Agreement by providing written notice (which includes e-mail) of any such changes to PARTNER.
- 2.7 In the event that Partner is both an Arm Approved Design Partner and an Arm Functional Safety Partner, the Partner acknowledges that it will not hold itself or its software, tools, designs or services out as having been approved by Arm for the purposes of functional safety.

3. Marketing, Publicity and Business Reviews**Marketing: Logos**

- 3.1 The parties may provide each other with their respective logos (in mutually agreeable formats) for use solely in connection with the Purpose, and in respect of the Arm Trademarks solely subject to Clauses 3.3 - 3.10 (Arm Trademarks licence).
- 3.2 PARTNER hereby grants to Arm, a royalty free, non-exclusive, worldwide, revocable license under PARTNER's trademarks to use PARTNER's name and company logo: **(i)** on Arm.com and any Arm-owned website related to the Arm Functional Safety Partnership; and **(ii)** on advertising and promotional material relating to the Arm Functional Safety Partnership.

Arm Trademarks

- 3.3 Subject to the provisions of Clause 2 above, Arm hereby grants to PARTNER, for the Term and Renewal Terms, a non-transferable (subject to Clause 8.1), non-exclusive, royalty-free, worldwide, revocable license to use the Arm Trademarks solely for the Purpose.
- 3.4 PARTNER shall use the Arm Trademarks in accordance with the Arm Trademark Guidelines. Arm shall have the right to revise the Arm Trademarks and Arm Trademark Guidelines at any time. Any such revisions shall be effective with respect to printed marketing and promotional materials after sixty (60) days from receipt of Arm's written notice specifying the revisions to PARTNER.
- 3.5 Upon request from Arm, PARTNER shall submit a reasonable number of samples of documentation and promotional or advertising materials bearing the Arm Trademarks to Arm (at no cost to Arm) so that Arm may verify compliance with the Arm Trademark Guidelines. In the event that any material fails to comply with the Arm Trademark Guidelines, Arm shall notify PARTNER and PARTNER shall rectify such material so as to comply with the Arm Trademark Guidelines and cease using any such non-compliant materials as soon as reasonably possible after the date of Arm's notice.
- 3.6 PARTNER shall not do, or omit to do, or permit to be done, any act which may; **(i)** tend to allow the Arm Trademarks to become generic; **(ii)** cause the Arm Trademarks to lose their distinctiveness; **(iii)** invalidate any existing registrations of the Arm Trademarks; **(iv)** prejudice any future registrations or applications of the Arm Trademarks; **(v)** dilute or reduce the commercial value of the Arm Trademarks,

including any reputation and goodwill associated with the Arm Trademarks; or **(vi)** be materially detrimental to or inconsistent with the good name, goodwill, reputation or image of Arm.

- 3.7 PARTNER shall provide reasonable assistance to Arm maintaining the validity of the Arm Trademarks. Upon request by Arm, PARTNER shall at Arm's expense provide a reasonable number of samples of the use of the Arm Trademarks for the purpose of supporting trademark registration or renewal, or provide Arm with any other reasonable assistance or evidence and execute any documents requested by Arm or required by the applicable laws of any jurisdiction for the purpose of registering and maintaining the Arm Trademarks.
- 3.8 Except as provided by the terms of this Agreement, PARTNER shall not use, register or attempt to register in any jurisdiction in PARTNER's own name, or in any other name, any term, trademark, service mark, device, logo, slogan, product name, service name, technology name, trade dress, company name, corporate name, business name, trade name, social media name or handle, domain name, or any word or mark which is; **(i)** confusingly similar to any of the Arm Trademarks or any Arm product name, service name, technology name or other name used by PARTNER under this Agreement; and/or **(ii)** dilutive of, tends to render generic, takes unfair advantage of, or is detrimental to the distinctive character or repute of any of the Arm Trademarks.

For the avoidance of doubt, the above includes but is not limited to any term, word or acronym that incorporates the whole or part of any of the Arm Trademarks or any Arm product name, service name, technology name or any other name used by PARTNER under this Agreement; e.g. Armadillo or Armour.

- 3.9 Except as specifically licensed in accordance with Clause 3.3, PARTNER shall not have any ownership, interest or goodwill in or associated with the Arm Trademarks arising from the operation of this Agreement. In no event shall the license granted in this Agreement be construed as granting PARTNER, expressly or by implication, estoppel or otherwise, a license to use any Arm trademark except the Arm Trademarks. PARTNER hereby assigns absolutely with full title guarantee any and all goodwill arising from the exploitation of the Arm Trademarks to Arm. Upon request, PARTNER shall at Arm's expense execute any documents required by the applicable laws of any jurisdiction for the purpose of confirming the assignment of any goodwill to Arm, which is owned by Arm exclusively.
- 3.10 If PARTNER becomes aware of any infringement of the Arm Trademarks, including any passing off or unfair competition, or of any application to register a trademark which may conflict with or be confused with the Arm Trademarks, PARTNER shall promptly notify Arm in writing specifying the particulars of such infringement, passing off, unfair competition or application, as the case may be.

Marketing materials

- 3.11 The parties may provide each other with appropriate marketing collateral and other promotional materials. The parties may mutually agree to create joint promotional material in connection with this Agreement.
- 3.12 The parties may, from time to time work on other marketing materials, including but not limited to: articles and white papers, in connection with the Purpose. Arm may invite representatives of PARTNER from time to time to attend or present at events, conferences, web-casts or other meetings, including face to face, teleconference and Internet-based meetings, in connection with this Agreement.

3.13 Business Reviews ("BR's")

The parties will have BR's (including but not limited to a face to face meeting or a conference call) at least annually to discuss current and potential future business opportunities. The parties may conduct a product roadmap review as a part of the BR or as a standalone meeting mutually agreed between the parties as is deemed necessary.

3.14 Publicity

The parties may mutually agree the terms and method of issuance of a written announcement, which may be in various forms, including for example a press release or a blog post, in connection with this Agreement.

- 3.15 Notwithstanding anything to the contrary contained in this Agreement either party may disclose to third parties that PARTNER is part of the Arm Functional Safety Partnership for Design Services.

4. Confidentiality

- 4.1 Except as expressly provided by Clauses 4.2 and 4.4, each party shall maintain in confidence the Confidential Information disclosed by the other party and the Results 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.

Permitted Disclosures

- 4.2 Either party may disclose Confidential Information received from the other party in the following circumstances: **(i)** disclosure 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 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 that such counsel, accountants or professional advisors are bound by confidentiality obligations at least as protective as those contained in this Agreement.

Restricted Use

- 4.3 PARTNER agrees that it shall not use any of Arm's Confidential Information other than pursuant to and in accordance with the exercise of any of the licences granted under this Agreement. Without limiting the generality of the foregoing, PARTNER shall not use Arm's Confidential Information: **(i)** for determining if any features, functions or processes provided by the Arm Deliverables or disclosed by the Arm Confidential Information are covered by any patents or patent applications owned by PARTNER or a third party; or **(ii)** for developing technology or products which avoid any of Arm's Intellectual Property licensed hereunder; or **(iii)** as a reference for modifying existing patents or patent applications or creating any continuation, continuation in part, or extension of existing patents or patent applications; or **(iv)** for generating data for publication or disclosure to third parties, which compares the performance or functionality of the Arm Deliverables with any other products created by PARTNER or a third party, without obtaining Arm's prior written consent.

Excepted Information

- 4.4 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.

5. Warranties

- 5.1 ARM PROVIDES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ARM CONFIDENTIAL INFORMATION, ARM TRADEMARKS AND THE ARM DELIVERABLES.
- 5.2 ARM PROVIDES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY SERVICES PROVIDED BY PARTNER TO THEIR CUSTOMERS WHILST PARTNER IS PART OF THE ARM FUNCTIONAL SAFETY PARTNERSHIP. PARTNER SHALL HOLD ARM HARMLESS FROM AND KEEP ARM INDEMNIFIED AGAINST ALL AND ANY LOSS, LIABILITY, COSTS, DAMAGES, EXPENSES (INCLUDING THE FEES OF LAWYERS AND OTHER PROFESSIONALS), SUFFERED, INCURRED OR SUSTAINED BY ARM, A CUSTOMER OF ARM, PARTNER AND/OR A CUSTOMER OF PARTNER AS A RESULT OF OR IN RELATION TO THE SERVICES PROVIDED BY PARTNER.
- 5.3 PARTNER WARRANTS THAT IT SHALL NOT GIVE TO ARM ANY CUSTOMER OR OTHER THIRD PARTY CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY.

6. Limitation of Liability

- 6.1 EXCEPT IN RESPECT OF BREACHES OF THE PROVISIONS OF CLAUSE 4 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER SUCH DAMAGES ARE ALLEGED AS A RESULT OF TORTIOUS CONDUCT OR BREACH OF CONTRACT OR OTHERWISE EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 6.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF ARM TO PARTNER IN AGGREGATE FOR ALL CLAIMS MADE AGAINST ARM IN CONTRACT, TORT OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED TEN THOUSAND US DOLLARS (US\$10,000).
- 6.3 THE MAXIMUM LIABILITY OF PARTNER TO ARM IN AGGREGATE FOR ALL CLAIMS MADE AGAINST PARTNER IN CONTRACT, TORT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT SHALL: (I) BE UNLIMITED IN RELATION TO THE WARRANTY IN CLAUSES 5.2 and 5.3; (II) NOT EXCEED TWENTY THOUSAND US DOLLARS (US\$20,000) FOR ANYTHING ELSE.

7. Term and Effect of Termination

- 7.1 This Agreement commences on the Effective Date and continues in full force and effect, unless terminated in accordance with the provisions of this Clause 7, for the period of one (1) year ("**Term**"). Thereafter, this Agreement will automatically renew for successive terms of one (1) year (each a "**Renewal Term**"), unless either party gives the other party a written notice thirty (30) days before the end of the current term.

Termination by Arm

- 7.2 Without prejudice to any other right or remedy that may be available to it, Arm may terminate this Agreement immediately upon giving written notice to PARTNER in the event PARTNER fails to meet the Quality Standard in accordance with Clause 2 or where Arm in its sole discretion deems there to be a credible risk to its reputation.

Termination by either party

- 7.3 Without prejudice to any other right or remedy which may be available to it, either party is entitled to immediately terminate this Agreement by giving written notice to the other party if:
- (i) the other party commits any material breach or repeated breach or non-observance of any of its obligations under this Agreement;
 - (ii) has committed a material breach of any of its obligations hereunder which is capable of remedy but which has not been remedied within a period of sixty (60) days following receipt of written notice to do so;
 - (iii) the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order; or
 - (iv) the other party has an order made against it, or passes a resolution, for its winding-up (except for the purpose of bona fide solvent amalgamation or reconstruction) or has an encumbrancer take possession of or has a receiver or similar officer appointed over a material part of its property or assets.

- 7.4 Without prejudice to any other right or remedy that may be available to it, either party may terminate this Agreement at any time, without cause by giving three (3) months' prior written notice to the other party to such effect.

Effect of Termination

- 7.5 Unless otherwise agreed in writing by Arm, upon expiry or termination of this Agreement, PARTNER shall, at Arm's option, either destroy or return to Arm any Arm Confidential Information, including any copies or derivatives (including any translation, modification, compilation, abridgement or other form in which the Arm Confidential Information has been recast, transformed or adapted) thereof in its possession. Upon request from Arm PARTNER shall furnish to Arm a certificate signed by its duly authorised representative that to the best of his or her knowledge, information and belief, after due enquiry, PARTNER has complied with provisions of this Clause 7.
- 7.6 Upon expiry or termination of this Agreement the provisions of Clauses 1, 4, 5, 6, 7 and 8 shall survive.

8. General

- 8.1 PARTNER shall not 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 Arm.
- 8.2 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.
- 8.3 This Agreement, including any Schedules, 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.

- 8.4 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause 8.4. Any such notice may be delivered personally, by commercial overnight courier or facsimile transmission which shall be followed by a hard copy and shall be deemed to have been served if by hand when delivered, if by commercial overnight courier 48 hours after deposit with such courier, and if by facsimile transmission when dispatched.
- 8.5 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, 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 8.5 shall be extended for a period equal to the duration of the cause.
- 8.6 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.
- 8.7 The provisions contained in each clause and sub-clause of this Agreement shall be enforceable independently of each of the others and if a provision of this Agreement is, or becomes, illegal, invalid or deemed unenforceable by any court or administrative body of competent jurisdiction it shall not affect the legality, validity or enforceability of any other provisions of this Agreement. If any of these provisions is so held to be illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it legal, valid or enforceable.
- 8.8 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.
- 8.10 The validity, construction and performance of this Agreement shall be governed by the laws of England.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorised representatives:

Arm Limited	PARTNER
BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

SCHEDULE 1**Quality Standards**

The Quality Standards set by Arm include but are not limited to the following requirements:

Design centre partner:

PARTNER has had a product/design safety certified/assessed for a Customer within the last 12 months or alternatively has contributed to a customer design that reached positive assessment/certification within the last 12 months.
PARTNER has received official certification across any of the industry safety standards
PARTNER has received positive testimonials from a selection of PARTNER's customers confirming satisfactory performance of services received
PARTNER is financially stable
PARTNER has reviewed and operates in accordance with Arm's Supplier Code of Conduct
PARTNER demonstrates project management capabilities
PARTNER has a certified ISO 9001 or equivalent quality assurance process for the delivery of products/design or is able to deliver to this standard in the delivery of services
PARTNER demonstrates high levels of information security and management
PARTNER's key staff have the necessary knowledge, training and development in the area of functional safety
PARTNER has business continuity processes in place
PARTNER has processes in place to deal with risk management
PARTNER's facilities, laboratory and equipment used in providing services are satisfactory

SCHEDULE 2**Agreed Marketing and Promotional Activities**

- PARTNER profile on ARM.com
- PARTNER case study

SCHEDULE 3**Arm Branding Guidelines****1. Advertising and promotional materials**

- PARTNER may apply the Arm corporate logo and/or Arm Functional Safety Partner Software & Tools logo to any marketing or promotional material (including but not limited to case studies) to publicise PARTNER as being part of the Arm Functional Safety Partnership for Software and Tools.
- PARTNER may apply the Arm word trademark and any appropriate Arm product or service trademark to any marketing or promotional material (including but not limited to case studies) to publicise PARTNER as being part of the Arm Functional Safety Partnership for Software and Tools.

2. Websites

- PARTNER may apply the Arm corporate logo and/or Arm Functional Safety Partner Software & Tools logo to the page(s) of its website to publicise PARTNER as being part of the Arm Functional Safety Partnership for Software and Tools.
- PARTNER may apply Arm word trademark and any appropriate Arm product or service trademark to the page(s) of its website to publicise PARTNER as being part of the Arm Functional Safety Partnership for Software and Tools.

3. Products, technical documentation and services

- Subject to the provisions of any separate trademark agreement between ARM and PARTNER to the contrary, PARTNER may not apply any of the Arm Trademarks to any PARTNER product, product packaging, technical documentation or any materials concerning an associated service. Notwithstanding any separate trademark agreement between ARM and PARTNER, PARTNER may not apply the Arm Functional Safety Partner Software & Tools logo to any PARTNER product, product packaging, technical documentation or any materials concerning an associated service.