

Arm Ecosystem Program Terms and Conditions

These terms and conditions (the “**Agreement**”) are made and entered into by and between Arm Limited whose registered office is situated at 110 Fulbourn Road, Cambridge, CB1 9NJ on behalf of itself and its subsidiaries (“**Arm**”) and the legal entity agreeing to these terms (“**PARTNER**”). This Agreement is effective as of the date PARTNER clicks to accept the Agreement (the “**Effective Date**”).

You represent and warrant that you have the legal authority to enter into this Agreement on behalf of PARTNER and that your acceptance will be binding on PARTNER. If you do not have authority, or if you are unsure, you must not accept this Agreement. By clicking “Accept”, you acknowledge and agree that:

1. You have the power to bind PARTNER under this Agreement.
2. PARTNER has read and understands all terms of this Agreement.
3. PARTNER agrees to be bound by this Agreement.

WHEREAS:

PARTNER is invited to join the Program subject to the terms and conditions of this Agreement.

1. DEFINITIONS

Defined terms are set forth in Exhibit A

2. MEMBERSHIP

- 2.1 Upon receipt of PARTNER’s application to join the Program, provided Arm agrees that PARTNER satisfies the Membership Criteria, Arm shall issue an Acceptance Confirmation.

- 2.2 Upon PARTNER's receipt of the Acceptance Confirmation, PARTNER shall be deemed a member of the Program..
- 2.3 PARTNER shall satisfy the Membership Criteria throughout the Term (defined in Clause 7.1).
- 2.4 In order to confirm PARTNER satisfies the Membership Criteria, Arm may carry out assessments of PARTNER at any time during the Term of this Agreement. 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 Membership Criteria has been and continues to be satisfied.
- 2.5 Following any such assessment, Arm may provide PARTNER with a report stating whether or not PARTNER satisfies the Membership Criteria. Where the assessment determines that PARTNER does not satisfy the Membership Criteria, Arm may set out, in the report, the findings, corrective actions and relevant time frame before a further assessment is to be carried out to re-assess satisfaction of the Membership Criteria.
- 2.6 Arm, at Arm's sole discretion, shall be entitled to make changes to the Membership Criteria throughout the Term of this Agreement by providing written notice (which includes e-mail) of any such changes to PARTNER.

3. MARKETING AND PUBLICITY

- 3.1 Subject to the provisions of Clause 2 and solely in accordance with the provisions of this Clause 3, PARTNER may undertake mutually agreed marketing and promotional activities to publicize PARTNER as being a member of the Program.

Logos

- 3.2 The parties may provide each other with their respective logos (in mutually-agreeable formats) for use solely in connection with the Marketing Purpose, and, in respect of the Arm Trademarks, solely subject to Clauses 3.4 - 3.12.

Partner Trademarks

- 3.3 PARTNER hereby grants to Arm, a royalty free, non-exclusive, worldwide, revocable license to use PARTNER's name, product names, trademarks, and company and product logos (i) on Arm.com and any Arm-owned website related to the Program; and (ii) on advertising and promotional material relating to the Program.

Arm Trademarks

- 3.4 Subject to the provisions of Clause 2 above, Arm hereby grants to PARTNER a royalty free, non- exclusive, worldwide, non-transferable (subject to Clause 8.1), revocable license to use the Arm Trademarks during the Term solely for the Marketing Purpose pursuant to the terms of this Agreement.
- 3.5 PARTNER shall use the Arm Trademarks in accordance with the Trademark Guidelines and Arm shall use the PARTNER Trademarks in accordance with PARTNER's usage guidelines that are sent to Arm by e-mail to [ArmPartnerPrograms@arm.com] ("**PARTNER's Usage Guidelines**"). ARM shall have the right to revise the Arm Trademarks and Trademark Guidelines at any time and PARTNER shall have the right to revise the PARTNER Trademarks and the PARTNER'S Trademark Usage Guidelines at any time. Any such revisions shall be effective with respect to printed marketing, promotional and advertising materials after ninety (90) days from receipt of the revising party's written notice specifying the revisions to the other party.
- 3.6 Upon request from Arm, PARTNER shall submit samples of documentation, packaging and promotional or advertising materials bearing the Arm Trademarks to Arm so that Arm may verify compliance with the Trademark Guidelines. In the event that any documentation, packaging, marketing, promotional or advertising material fails to comply with the Trademark Guidelines, Arm shall notify PARTNER and PARTNER shall rectify such documentation, packaging, marketing, promotional or advertising materials so as to comply with the Trademark Guidelines and cease using any such non-compliant materials as soon as reasonably possible after the date of Arm's notice.
- 3.7 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.

- 3.8 PARTNER shall provide reasonable assistance to Arm for 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.
- 3.9 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.
- 3.10 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.
- 3.11 Except as specifically licensed in accordance with Clause 3.4, a party shall not have any ownership, interest or goodwill in or associated with the Arm Trademarks or PARTNER Trademarks (as applicable) arising

from the operation of this Agreement. In no event shall the licenses granted in this Agreement be construed as granting a party, expressly or by implication, estoppel or otherwise, a license to use any of the other party's trademarks except the Arm Trademarks or PARTNER Trademarks (as applicable) licensed hereunder. Each party hereby assigns absolutely with full title guarantee any and all goodwill arising from the exploitation of the Arm Trademarks or PARTNER Trademarks (as applicable) to the other party. Upon request, the other party shall at the requesting party's expense execute any documents required by the applicable laws of any jurisdiction for the purpose of confirming the assignment of any such goodwill to the requesting party, which is owned by the requesting party exclusively.

- 3.12 If PARTNER becomes aware of any possible infringement of the Arm Trademarks or any other cause of action (including without limitation any passing off or unfair competition), or of any application to register a trademark which may be confusingly similar to or otherwise damage the Arm Trademarks, PARTNER shall immediately notify Arm in writing and provide full information.

Marketing Materials

- 3.13 The parties may provide each other with appropriate marketing collateral and other promotional materials for distribution to their respective sales teams. The parties may mutually agree to create joint promotional material in connection with the Marketing Purpose.

- 3.14 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 Marketing 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 the Marketing Purpose.

Publicity

- 3.15 Any issuance of a written announcement, which may be in various forms, including a press release or a blog, must be mutually agreed upon in writing by the parties. Any written announcement must be in

connection with the Marketing Purpose. Content such as this is subject to written approval by Arm.

- 3.16 Notwithstanding anything to the contrary contained in this Agreement, either party may disclose to third parties that PARTNER is a member of the Program.

4. CONFIDENTIALITY

4.1 If the parties have entered into a valid, binding Non-Disclosure Agreement (“Existing NDA”) that adequately covers the Confidential Information, then that Existing NDA shall govern the disclosure and protection of such Confidential Information in place of this Clause 4. If there is no Existing NDA, or if the Existing NDA does not adequately cover the Confidential Information, the confidentiality provisions in this Clause 4 shall apply to any such Confidential Information disclosed.

4.2 Except as expressly provided by Clauses 4.3 and 4.5, 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.

Permitted Disclosures

4.3 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

- 4.4 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 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 any Arm products with any products created by PARTNER or a third party, without obtaining Arm's prior written consent.

Excepted Information

- 4.5 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 AND INDEMNITIES

- 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 AND ARM TRADEMARKS.
- 5.2 ARM PROVIDES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY GOODS AND SERVICES PROVIDED BY PARTNER TO THEIR CUSTOMERS WHILST PARTNER IS A MEMBER OF THE PROGRAM. 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, PARTNER, A CUSTOMER OF ARM AND/OR A CUSTOMER OF PARTNER AS A RESULT OF OR IN RELATION TO SUCH GOODS AND SERVICES PROVIDED.
- 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 THE TOTAL OF SUMS PAID, IF ANY, BY PARTNER TO ARM UNDER THIS AGREEMENT.

7. TERM, TERMINATION 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 Clauses 7.2–7.4 below (“**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:

- a) PARTNER fails to meet the Membership Criteria in accordance with Clause 2;
- b) PARTNER’s representatives act inappropriately and fail to comply with the Program Specific terms; and
- c) where Arm in its sole discretion deems there to be a credible risk to Arm’s 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:

- a) the other party commits any material breach or repeated breach or non-observance of any of its obligations under this Agreement;
- b) 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;
- c) the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order; or
- d) 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 thirty (30) days prior written notice to the other party to such effect.

Effect of Termination

- 7.5 Unless otherwise agreed in writing between the parties, upon expiry or termination of this Agreement, the licenses granted under Clauses 3.3 and 3.4 shall cease and each party shall cease all use of the other party's trademarks, including, without limitation, the Arm Trademarks. Each party shall either destroy or return any disclosing party's 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.
- 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. 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.

Export

8.8 Any Confidential Information provided under this Agreement may be subject to UK, European Union, and U.S. export control laws and regulations, including the U.S. Export Administration Regulations (EAR), and other country export control regimes (hereafter collectively referred to as “Export Regulations”). PARTNER agrees to comply fully with all applicable Export Regulations and PARTNER agrees that it shall not, either directly or indirectly, export, re-export or otherwise transfer in breach of the Export Regulations, any Confidential Information received under this 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, 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 and without prior written approval from Arm. Delivery of the Confidential Information and any updates or support thereto is subject to Arm’s receipt and the continued validity of any export licenses, forms or other export authorization that may be required during the term of this Agreement. PARTNER agrees that any delay, denial, or revocation of an export authorization that impacts delivery will not constitute a breach of contract by Arm.

The Arm Confidential Information provided under this Agreement is also not subject to the International Traffic in Arms Regulations (ITAR), the 500/600 Series of the EAR or other military export control regimes. PARTNER acknowledges it will not share or otherwise transfer to Arm any ITAR-controlled technical data, 500/600 series-controlled technology, UK Strategic Military data, other export controlled military data, or any other information that might require an export license or other export authorization, without prior written consent from the other party. If applicable, Arm is expressly authorized to use non-U.S. citizens for the performance of this 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.

8.9 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.

Arm Ecosystem Program Terms and Conditions
(Version 2.0, [07 April 2025])

EXHIBIT A

Definitions

“**Acceptance Confirmation**” means written confirmation received by PARTNER from Arm which confirms that PARTNER’s application to join the applicable Arm Ecosystem Program has been accepted at the applicable membership level.

“**Arm Ecosystem Program**” means the Arm ecosystem program identified and described on Arm’s corporate website at the applicable Arm ecosystem program webpage (as may be updated from time to time) which further describes the program and sets out the program membership levels and applicable program benefits.

“**Arm Trademarks**” means any Arm trademark (including any word trademark or logo) that is relevant to the subject matter of this Agreement, including, without limitation the any logo associated with being a member of the Program, the Arm corporate logo, product logos and the word trademarks listed on ARM’s corporate website at [Trademark List - Arm®](#).

“Confidential Information” means any non-public, proprietary business, technical, legal, financial and other information and technology that (i) is identified as confidential at the time of disclosure or, (ii) should reasonably be understood as confidential based on the nature of the information or circumstances surrounding disclosure.

“Intellectual Property” means any patents, patent rights, trademarks, service marks, registered designs, topography or semiconductor mask work rights, applications for any of the foregoing, copyright, unregistered design right and any other similar protected rights in any country and to the extent recognized by any relevant jurisdiction as intellectual property, trade secrets, know-how and confidential information.

“Marketing Purpose” means marketing and promotional activities to publicize PARTNER as being a member of the Program pursuant to this Agreement.

“Membership Criteria” means the membership criteria, as updated from time to time, specific to the membership level of the Program which are incorporated into and form part of this Membership Agreement and which are identified under the heading “Membership Criteria” on the applicable Arm Ecosystem Program online application form.

“Program” means the Arm Ecosystem Program and relevant membership level identified in the Acceptance Confirmation.

“Program Specific Terms” means the terms and conditions, as updated from time to time, specific to the Program which are incorporated into and form part of this Membership Agreement and which are identified under the heading “Program Specific Terms” on the applicable Arm Ecosystem Program online application form.

“Subsidiary” means any company the majority of whose voting shares is owned or controlled, directly or indirectly, by a party. A company shall be a Subsidiary only for the period during which such control exists.

“Trademark Guidelines” means (i) the Arm branding guidelines for the use of the Arm Trademarks set out in Exhibit B; (ii) the Arm trademark use guidelines (available on Arm’s corporate website at [Trademark Use Guidelines – Arm®](#)); 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 [Corporate Logo](#))

[Guidelines - Arm®](#)), and any amendment thereto delivered to PARTNER by Arm from time to time in accordance with the provisions of Clause 3.5 of this Agreement.

EXHIBIT B

Arm Branding Guidelines

1. Advertising and Promotional Materials

- PARTNER **may** apply the Arm corporate logo and any logo specific to the Program to any marketing or promotional material (including but not limited to case studies) to publicise PARTNER as being part of the Arm Ecosystem Program.
- 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 Ecosystem Program.

2. Websites

- PARTNER **may** apply the Arm corporate logo and any logo specific to the Program to the page(s) of its website to publicise PARTNER as being part of the Arm Ecosystem program.
- 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 Ecosystem Program.

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.