

SystemReady Program Agreement

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 (“**Arm**”) and the entity agreeing to these terms (“**COMPANY**”). This Agreement is effective as of the date of the Acceptance Confirmation (the “**Effective Date**”).

If you are accepting this Agreement on behalf of COMPANY, COMPANY represents and warrants that: **(i)** you have full authority to bind COMPANY to this Agreement; **(ii)** COMPANY has read and understand this Agreement; and **(iii)** you agree, on behalf of COMPANY, to this Agreement. If you do not have the legal authority to bind COMPANY, please do not click to accept.

WHEREAS:

- A. Arm has created the SystemReady program to provide partners in the Arm ecosystem with the right to market Arm-based platforms as ‘SystemReady’, subject to the terms of this Agreement; and
- B. COMPANY wishes to obtain the ‘SystemReady’ certification with respect to its Arm-based platform.

1.	Definitions
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| 1.1 | “Acceptance Confirmation” means written confirmation received by COMPANY from Arm which confirms COMPANY’s application to join the SystemReady program has been accepted by Arm. Notwithstanding the Acceptance Confirmation, for the avoidance of doubt, an Implementation must satisfy the criteria set out in Clause 2.1 for SystemReady certification. |
| 1.2 | “ACS” means a version of the Arm SystemReady Architectural Compliance Suite made available by Arm at https://github.com/ARM-software/arm-systemready subject to the Apache 2.0 license which comprises of tests to determine whether an architectural implementation is compliant with a particular version of the Arm Specifications. |
| 1.3 | “Arm Specifications” means the specifications developed by Arm and identified on the Arm SystemReady webpages available at https://developer.arm.com/architectures/system-architectures/system-ready which includes, without limitation, the Arm Base System Architecture specification and corresponding supplements thereto that are applicable to the Market Segment. |
| 1.4 | “Arm Trademarks” means any Arm trademark that is relevant to Arm’s SystemReady Program, including the Arm corporate logo and Arm SystemReady logo. |
| 1.5 | “Implementation” means a particular version of the Arm-based hardware and firmware implementation manufactured by or for COMPANY subject to a valid license from Arm in respect of the Arm technology incorporated in the Implementation. |
| 1.6 | “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. |
| 1.7 | “Market Segment” means each of the variants of the Arm SystemReady Program targeted at different industrial markets, as set out on the Arm SystemReady webpages available at https://developer.arm.com/architectures/system-architectures/system-ready , including without limitation ‘SystemReady ES’ and ‘SystemReady SR’. |
| 1.8 | “SystemReady” means that the Implementation has been validated against the ACS and is, according to Clause 2.1 of this Agreement, compliant with the relevant version of the Arm Specification(s) as identified in the SystemReady certificate provided by Arm to COMPANY. |
| 1.9 | “Trademark Guidelines” means (i) the branding guidelines for using the Arm Trademarks as set out in the Arm developer website at https://www.arm.com/company/policies/trademarks/guidelines-brand/systemready-branding ; (ii) Arm’s trademark use guidelines (available on Arm’s corporate website at https://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 website at https://www.arm.com/company/policies/trademarks/guidelines-corporate-logo) and the Arm SystemReady logo (available at https://www.arm.com/company/policies/trademarks/arm-trademark- |

[list/systemready-trademark](#))and; **(iv)** any amendment to the Trademark Guidelines by Arm from time to time in accordance with the provisions of Clause 3.3.

2. SystemReady criteria

- 2.1 COMPANY may promote and market the Implementation as SystemReady, provided that:
- (i)** Either:
 - (a)** the Implementation is validated against the ACS and passes all tests applicable to the Market Segment contained in the ACS and is shown to be fully compliant with the relevant Arm Specifications; or
 - (b)** following Arm's internal review, Arm expressly confirms in writing, at its sole discretion, that the Implementation is considered compliant with the relevant Arm Specifications for the Market Segment to Arm's satisfaction;
 - (ii)** only the particular version of the Implementation upon which COMPANY has performed the validation set out in Clause 2.1(i) is promoted and marketed as SystemReady; and
 - (iii)** the Implementation is promoted and marketed only as being compliant with (a) the version of the Arm Specifications for the applicable Market Segment; and (b) the version of the ACS specified in the SystemReady certification document provided to COMPANY by Arm.
- 2.2 For the avoidance of doubt, future versions of the Implementation must be revalidated against the tests contained in the ACS prior to COMPANY marketing or promoting such version of the Implementation as SystemReady.

3. Trademarks

- 3.1 Subject to the provisions of Clause 2.1 and 2.2 of this Agreement, Arm hereby grants to COMPANY a non-transferable, non-exclusive, worldwide, revocable license to use the Arm Trademarks during the Term solely in connection with COMPANY marketing or promoting that the Implementation is SystemReady for the applicable Market Segment.
- 3.2 COMPANY hereby grants to Arm a non-exclusive, worldwide, revocable license to use COMPANY's corporate name and logo, during the Term solely in connection with the promotion of Arm's SystemReady Program. Arm shall use COMPANY's corporate name and logo in accordance with any relevant trademark guidelines delivered by COMPANY to Arm.
- 3.3 COMPANY 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 materials and products to be produced or licensed after sixty (60) days from receipt of Arm's written notice specifying the revisions to COMPANY.
- 3.4 Upon request from Arm, COMPANY shall submit a reasonable number of samples of marketing 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 COMPANY and COMPANY 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.
- 3.5 Except as provided by the terms of this Agreement, COMPANY shall not use, register or attempt to register in any jurisdiction in COMPANY's own name, or in any other name, any trademark, logo, slogan, product name, service name, technology name, company name, business name, trade name, social media name, domain name, or anything else which is; **(i)** confusingly similar to any of the Arm Trademarks used by COMPANY 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.
- 3.6 COMPANY shall not have any ownership, interest or goodwill in or associated with the Arm Trademarks arising from the operation of this Agreement. COMPANY hereby assigns absolutely with full title guarantee any and all goodwill arising from the exploitation of the Arm Trademarks to Arm.

4. Confidentiality

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

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 COMPANY 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.

Excepted Information

4.3 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; **(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; or **(iv)** comprises of results or test logs obtained by or for COMPANY for the purpose of testing the Implementation in relation to SystemReady certification, this includes without limitation, ACS test logs and operating system boot testing results ("**Test Logs**").

Publication

4.4 Subject to COMPANY's prior written (including via e-mail) consent, Test Logs provided by COMPANY to Arm in connection with this Agreement may be published by Arm on the Arm website upon certification of COMPANY's Implementation as SystemReady.

5. Support

5.1 At Arm's sole discretion, Arm may provide reasonable telephone, e-mail and written consultation to COMPANY in respect of COMPANY's validation of Implementation using the ACS.

6. Warranties

6.1 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 TRADE MARKS.

6.2 ARM PROVIDES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE COMPLIANCE OF THE IMPLEMENTATION TO THE ARM SPECIFICATIONS, OR FITNESS OF THE IMPLEMENTATION FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

7.1 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.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF ARM TO COMPANY 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 COMPANY TO ARM UNDER THIS AGREEMENT.

8. Term and Effect of Termination

- 8.1 Without prejudice to any other right or remedy that may be available to it, either party may terminate this Agreement without any reason by prior written notice to the other party to such effect.

Effect of Termination

- 8.2 Unless otherwise agreed in writing by Arm, upon expiry or termination of this Agreement the licences granted to COMPANY under this Agreement shall terminate and COMPANY 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 Confidential Information has been recast, transformed or adapted) thereof in its possession.
- 8.3 Upon expiry or termination of this Agreement the provisions of Clauses 1, 3.5, 4, 6, 7, and 9 shall survive.

9. General

- 9.1 COMPANY 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.
- 9.2 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.
- 9.3 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.
- 9.4 All notices which are required to be given hereunder shall be in writing. 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.
- 9.5 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 9.5 shall be extended for a period equal to the duration of the cause.
- 9.6 Arm and COMPANY 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.
- 9.7 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

- 9.8 The material provided by either party under this Agreement may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. The parties agree to comply fully with all export laws and regulations of the United States and other countries ("**Export Laws**") to assure that neither the material provided by either party, nor any direct products thereof are: **(i)** exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to U.S export restrictions or to any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government; or **(ii)** intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.
- 9.8 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

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nothing in this Agreement shall confer on any third party the right to enforce any provision of this Agreement.

9.9 The validity, construction and performance of this Agreement shall be governed by the laws of England.

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