

END USER LICENCE AGREEMENT FOR THE SOFTWARE ASSOCIATED WITH THE ARM® NEOVERSE™ N1 SYSTEM DEVELOPMENT PLATFORM

THIS END USER LICENCE AGREEMENT ("LICENCE") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER A SINGLE INDIVIDUAL, OR SINGLE LEGAL ENTITY) AND ARM LIMITED ("ARM") FOR THE USE OF THE DELIVERABLES ACCOMPANYING THIS LICENCE. ARM IS ONLY WILLING TO LICENSE THE DELIVERABLES TO YOU ON CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS LICENCE. BY CLICKING "I AGREE" OR BY INSTALLING OR OTHERWISE USING OR COPYING THE DELIVERABLES YOU INDICATE THAT YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS LICENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, ARM IS UNWILLING TO LICENSE THE DELIVERABLES TO YOU AND YOU MAY NOT INSTALL, USE OR COPY THE DELIVERABLES, BUT YOU SHOULD PROMPTLY RETURN THE DELIVERABLES TO YOUR SUPPLIER AND ASK FOR A REFUND OF ANY LICENCE FEE PAID.

"Hardware" means the Arm® Neoverse™ N1 System Development Platform, which is comprised of a hardware development board purchased or borrowed directly from Arm or its authorised distributors.

"Deliverables" means any software, firmware, boardfiles, data and documentation accompanying this Licence, any printed, electronic or online documentation supplied with it, and any updates, patches and modifications Arm may make available to you under the terms of this Licence, in all cases relating to the supporting deliverables for the Hardware.

"Purpose" means the use of the Deliverables solely for the purposes of: (1) your internal development, testing and debugging of software applications that are designed to run solely on microprocessors manufactured under licence from Arm; and (2) prototyping hardware designs incorporating the Deliverables

1. LICENCE GRANTS.

DELIVERABLES: Arm hereby grants to you, subject to the terms and conditions of this Licence, a non-exclusive, non-transferable licence solely for use on the Hardware and only for the Purpose to use and copy the Deliverables identified in the Schedule.

You shall not modify the Deliverables. You shall not redistribute or sub-licence any of the Deliverables.

2. RESTRICTIONS ON USE OF THE DELIVERABLES.

COPYING: You shall not use or copy the Deliverables except as expressly authorised in this Licence. You may make one additional copy of the delivered Deliverables media or image for backup or archival purposes.

PERMITTED USERS: The Deliverables shall be used only by your employees, or by your bona fide sub-contractors for whose acts and omissions you hereby agree to be responsible to Arm to the same extent as you are for any acts and omissions of your employees, and provided always that such sub-contractors; (i) work only onsite at your premises; (ii) comply with the terms of this Licence; (iii) are contractually obligated to use the Deliverables only for your benefit, and (iv) agree to assign all their work product and any rights they create therein in the supply of such work to you. Only the single individual, company or other legal entity to whom Arm is supplying this Licence may use the Deliverables. Except as provided in this clause, you shall not allow third parties (including but not limited to any subsidiary, parent or affiliated companies, or offsite contractors you may have) to use the Deliverables unless Arm specifically agrees otherwise with you on a case by case basis.

NO REMOTE USE: The Deliverables shall only be used onsite at your premises and only for your benefit.

MULTIPLE VERSIONS: The media on which the Deliverables resides may contain more than one version of the Deliverables, each of which is compatible with a different operating system (such as Microsoft Windows and Red Hat Linux).

ACADEMIC OR EDUCATIONAL USERS ONLY: If you or your employer or institution paid academic or educational pricing for the Deliverables, or the Deliverables are identified as an academic or educational version (together "Academic Software"), then notwithstanding anything else in this Licence, YOU AGREE TO USE THE ACADEMIC SOFTWARE ONLY FOR ACADEMIC, NON-COMMERCIAL PURPOSES, AND ARM DOES NOT GRANT YOU ANY RIGHTS TO DISTRIBUTE OR SUB-LICENSE ANY APPLICATIONS DEVELOPED USING THE ACADEMIC SOFTWARE UNDER THIS LICENCE.

REVERSE ENGINEERING: Except to the extent that such activity is permitted by applicable law you shall not reverse engineer, decompile or disassemble any of the Deliverables. If the Deliverables were provided to you in Europe you shall not reverse engineer, decompile or disassemble any of the Deliverables for the purposes of error correction.

BENCHMARKING: This licence does not prevent you from using the Deliverables for internal benchmarking purposes. However, you shall treat any and all benchmarking data, and any other results of your use or testing of the Deliverables which are indicative of performance, efficacy, reliability or quality, as confidential information and you shall not disclose such information to any third party without the express written permission of Arm.

RESTRICTIONS ON TRANSFER OF LICENSED RIGHTS: You shall not rent or lease the Deliverables. Except as identified in the "PERMITTED USERS" paragraph above, you shall not share the Deliverables with contractors or third

parties. The rights granted to you under this Licence may not be assigned, sublicensed or otherwise transferred by you to any third party without the prior written consent of Arm. An assignment shall be deemed to include, without limitation; (i) any transaction or series of transactions whereby a third party acquires, directly or indirectly, the power to control the management and policies of you, whether through the acquisition of voting securities, by contract or otherwise; or (ii) the sale of more than fifty percent (50%) of the your assets whether in a single transaction or series of transactions. You shall not rent or lease the Deliverables. You shall not share the Deliverables with contractors (except as identified in the 'PERMITTED USERS' clause above) or other third parties.

COPYRIGHT AND RESERVATION OF RIGHTS: The Deliverables are owned by Arm or its licensors and are protected by copyright and other intellectual property laws and international treaties. The Deliverables are licensed not sold. You acquire no rights to the Deliverables other than as expressly provided by this Licence. You shall not remove from the Deliverables any copyright notice or other notice and shall ensure that any such notice is reproduced in any copies of the whole or any part of the Deliverables made by you or your permitted users.

3. SUPPORT AND MAINTENANCE.

If you purchased the Deliverables directly from Arm, and you are not receiving them as an update or upgrade or as Academic Software (defined in Clause 2), you are entitled to reasonable support and maintenance for the Deliverables for the period of six (6) months from the date of purchase. The support will be provided on any version of the Deliverables which, at the date of your support request, are either; (a) the current version made generally available by Arm; or (b) the previous version made generally available by Arm at some time during the previous ninety (90) days.

Support will be provided by telephone, email or other written format designated by Arm, prioritised at Arm's discretion, and may not be used as a substitute for training or as additional resource for your programming projects. Maintenance will be provided in the form of upgrades, updates and patch releases to the Deliverables as and when they are made generally available from Arm.

Arm's obligation under this Clause 3 is limited to the provision of support and maintenance to you and Arm is under no obligation to provide any support and maintenance to any third parties under this Licence. If you purchase support and maintenance for additional years it will be provided pursuant to this Clause 3 and will be subject to the terms and conditions of this Licence.

If you are receiving the Deliverables as an update, you obtain no rights to, and shall not, install or use the update, as applicable, unless you have first ceased all use of, and deleted your Deliverables for the version of the Deliverables that you are updating or upgrading, as applicable. Future releases of the Deliverables might introduce backward incompatible changes. Please refer to product documentation for the changes in each release and for guidance about compatibility.

If; (i) you obtained the Deliverables from an Arm authorised reseller or other third party; (ii) Deliverables were provided free of charge or for evaluation; or (iii) it is Academic Software, you are not entitled to any support for the Deliverables from Arm, but Arm may, at its sole discretion provide limited support to you. The vendor of the Deliverables may or may not offer support to you for the Deliverables. Please refer to the Technical Support area of <http://www.arm.com> for contact details for Arm's support service and (if applicable) other authorised support channels. Arm shall be under no obligation to provide support in respect of any modifications (where permitted) to the Deliverables.

4. CONFIDENTIALITY.

You acknowledge that the Deliverables, any benchmarking data and related information mentioned in Clause 2 contain trade secrets and confidential material, and you agree to maintain them in confidence and apply security measures no less stringent than the measures which you apply to protect your own like information, but not less than a reasonable degree of care, to prevent their unauthorised disclosure and use. Subject to any restrictions imposed by applicable law, the period of confidentiality shall be indefinite. You agree that you shall not use any such information other than in normal use of the Deliverables under the licences granted in this Licence. You agree to allow Arm to (i) disclose your confidential information to subsidiaries of Arm subject to terms and conditions of confidentiality substantially similar to those set out above in this Clause 4; and (ii) inform Arm's partner; Taiwan Semiconductor Manufacturing Company Ltd, that you have entered into this Licence with Arm.

5. LIMITED WARRANTIES.

For the period of ninety (90) days from the date of receipt by you of the Deliverables, Arm warrants to you that (i) the media on which the Deliverables are provided shall be free from defects in materials and workmanship under normal use; and (ii) the Deliverables will perform substantially in accordance with the accompanying documentation (if any). Arm's total liability and your exclusive remedy for breach of these limited warranties shall be limited to Arm, at Arm's option; (a) replacing the defective Deliverables; or (b) using reasonable efforts to correct material, documented, reproducible defects in the Deliverables and delivering such corrected Deliverables to you. Any replacement Deliverables will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is the longer.

EXCEPT AS PROVIDED ABOVE, YOU AGREE THAT THE DELIVERABLES ARE LICENSED "AS IS", AND THAT ARM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

YOU EXPRESSLY ASSUME ALL LIABILITIES AND RISKS, FOR USE OR OPERATION OF SOFTWARE APPLICATIONS, INCLUDING WITHOUT LIMITATION, APPLICATIONS DESIGNED OR INTENDED FOR MISSION

CRITICAL APPLICATIONS, SUCH AS PACEMAKERS, WEAPONARY, AIRCRAFT NAVIGATION, FACTORY CONTROL SYSTEMS, ETC. SHOULD THE DELIVERABLES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

6. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ARM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE DELIVERABLES WHETHER BASED ON A CLAIM UNDER CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ARM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARM does not seek to limit or exclude liability for death or personal injury arising from ARM's negligence or ARM's fraud or willful misconduct and because some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages the above limitation relating to liability for consequential damages may not apply to you.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENCE, BUT SUBJECT TO THE PREVIOUS PARAGRAPH, THE MAXIMUM LIABILITY OF ARM TO YOU IN AGGREGATE FOR ALL CLAIMS MADE AGAINST ARM IN CONTRACT TORT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS LICENCE SHALL NOT EXCEED THE GREATER OF; (I) THE TOTAL OF SUMS PAID BY YOU TO ARM (IF ANY) FOR THIS LICENCE; AND (II) \$10 USD. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THE LIMIT.

7. THIRD PARTY SOFTWARE.

The Deliverables may contain open source software, and the use of such open source software is expressly subject to the terms of the applicable license(s) for that open source software. Information about such open source software and applicable open source license(s) accompanies the Software.

8. GOVERNMENT END USERS.

US Government Restrictions: Use, duplication, reproduction, release, modification, disclosure or transfer of the Deliverables is restricted in accordance with the terms of this Licence.

9. TERM AND TERMINATION.

This Licence shall remain in force until terminated by you or by Arm. Without prejudice to any of its other rights if you are in breach of any of the terms and conditions of this Licence then Arm may terminate this Licence immediately upon giving written notice to you. You may terminate this Licence at any time. Upon termination of this Licence by you or by Arm: (i) you shall stop using the Deliverables and confidential information and destroy all copies of the Deliverables and confidential information in your possession together with all documentation and related materials; and (ii) Arm's obligation to provide support and maintenance shall terminate immediately. The provisions of Clauses 4, 6, 7, 8, 9 and 10 shall survive termination of this Licence.

10. GENERAL.

This Licence is governed by English law. Except where Arm agrees otherwise in; (i) a written contract signed by you and ARM; or (ii) a written contract provided by Arm and accepted by you, this is the only agreement between you and Arm relating to the Deliverables and it may only be modified by written agreement between you and Arm. This Licence may not be modified by purchase orders, advertising or other representation by any person. If any clause or sentence in this Licence is held by a court of law to be illegal or unenforceable the remaining provisions of this Licence shall not be affected thereby. The failure by Arm to enforce any of the provisions of this Licence, unless waived in writing, shall not constitute a waiver of Arm's rights to enforce such provision or any other provision of this Licence in the future.

The Deliverables provided under this Licence are 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. You agree to comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that the Deliverables, are not (1) exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to U.S.A. export restrictions or to any end user who has been prohibited from participating in the U.S.A. export transactions by any federal agency of the U.S.A. government; or (2) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

ARM contract references: LES-PRE-21570