EX-2023-00790669-UNC-ME#FAMAF

ANEXO

(Convenio Específico FAMAF-ARM para acceso a recursos técnicos gratuitos - 2024)

ARM ACADEMIC ACCESS
CONFIDENTIAL

This agreement ("**Access Agreement**") is made as of the date of signature below ("**Effective Date**"), between ARM LIMITED whose registered office is situated at 110 Fulbourn Road, Cambridge CB1 9NJ, UK ("**Arm**"); and [Name of the institute – will be generated automatically in the execution copy] whose principal place of business is situated at[Address of the institute – will be generated automatically in the execution copy] ("**Licensee**")
WHEREAS:

This Access Agreement permits Licensee to use the Arm Technology for non-commercial, academic research, training and education purposes. A separate manufacturing agreement is required prior to any tape out, manufacture, sale or distribution.

1	Definitions

Defined terms are set forth in the Exhibit.

2	License and Fees

2.1 **Arm Technology License.** Arm hereby grants Licensee, subject to the terms and conditions of this Access Agreement and the Product Specific Terms, and subject to the execution of a Package Order Form, for the Term, a non-exclusive, non-transferable, royalty-free, worldwide licence, solely for Internal Use for non-commercial purposes limited to academic research, training and education only (and in each case excluding any military research or use, or for end use in a space or military application, unless Arm has given express prior written permission) ("**Purpose**"), to use and copy the Arm Technology made available to Licensee pursuant to a Package Order Form.
For the avoidance of doubt, a Package Order Form must always be executed by the parties prior to any Arm technology being made available to Licensee.

2.2 The Product Specific Terms are incorporated into this Access Agreement save that in respect of the Product Specific Terms applicable to Physical IP Products: (i) references to the Membership Agreement shall be to this Access Agreement; and (ii) the provisions headed "IP Declarations and Artiscan Reports" shall not apply; and (iii) the provisions headed "Tape-Out Service Provider" or any provisions that reference "Intermediary Aggregators" shall not apply and any reference to either shall be deemed to be a reference to Clause 2.4 of Licensee's Manufacturing Agreement (if any).

2.3 No rights are granted under this Access Agreement to manufacture, sell, supply or distribute any Arm Compliant Products.

2.4 **Arm Tools.** The Arm Tools do not form part of the Arm Technology. The Arm Tools

are licensed under the terms of the respective end user license agreements made available with or included within the Arm Tools and are not subject to the terms of this Access Agreement. Notwithstanding the foregoing, (i) Licensee may use the Arm Tool(s) provided within a Package for non-commercial use only, in accordance with the non-commercial use and free-of-charge restrictions of the applicable license agreement made available with the Arm Tool(s); and (ii) only Permitted Users (as defined in the applicable end user license agreements) that fall within the definition of 'Individuals' in this Access Agreement shall be permitted to use the Arm Tools. Further, in respect of the Arm Toolkits, Licensee's use of each Arm Toolkit Licensed Seat is limited to use of all or any component part of the Arm Toolkit only by one Authorised User, as such terms are defined in and in accordance with the 'ARM Toolkit Authorised User Terms and Conditions' (available on the Arm Flexible Access Website as amended from time to time. By installing or otherwise using the Arm Toolkits and/or any updates thereto (as permitted by this Access Agreement and the applicable end user license agreements) Licensee agrees to comply with and be bound by the 'ARM Toolkit Authorised User Terms and Conditions'.

2.5 **Individual and Collaborator Access.** Subject to the provisions of Clause 2.6 and Clause 2.6A, Licensee may make the Arm Technology available to Individuals and Collaborators.

2.6 Licensee shall be responsible for ensuring compliance with the terms of this Access Agreement by Individuals and any breach of this Access Agreement by such Individual shall be deemed to be a breach of this Access Agreement by Licensee. Prior to granting an Individual access to the Arm Technology (and subsequently, if the text of the End User Acknowledgement is updated by Arm), Licensee shall ensure that such Individual has accepted the End User Acknowledgement and, in respect of any End User that will download the Arm Technology that their respective executed End User Acknowledgement has been sent to Arm either by signing the End User Acknowledgement in DocuSign via the URL sent by Arm, or via e-mail to AAA-enquiries@arm.com. In circumstances where an Individual had rights to download the Arm Technology and is no longer affiliated with Licensee and ceases to be an employee, student or faculty of Licensee, Licensee shall promptly inform Arm via e-mail to AAA-enquiries@arm.com and provide Arm with the Individual's name and email address.
Licensee shall, upon request from Arm at any time during the Term, provide Arm with a list of all Individuals that have accessed the Arm Technology and accepted the End User Acknowledgement which shall include, at a minimum, the name and email address of each applicable Individual. Arm has the right to request that Licensee revokes an Individual's access to the Arm Technology, and Licensee shall be required to remove the Individual's access as soon as reasonably possible, and no later than five (5) working days from receipt of Arm's written notice.

2.6A Licensee may discuss with and, to the extent necessary, disclose Arm Confidential Information to a Collaborator solely to collaborate on the activities described in Clause 2.1 above, and Licensee agrees to use any Arm Confidential Information it receives from a Collaborator in pursuit of such collaboration solely in accordance with the terms and conditions set out in this Access Agreement.

2.6 B **EDA Tools Debugging**. Licensee may disclose Arm Confidential Information to an EDA vendor provided that prior to disclosure: (a) Licensee notifies Arm in writing by e-mail to AAA-enquiries@arm.com, providing such further information as Arm may re-

quest, and Licensee receives Arm's written approval, and (b) the EDA vendor has agreed with Licensee in writing to:

(i)   use the Arm Confidential Information solely to the extent necessary for de-bugging the EDA vendor's tools to the extent that those bugs impair the Licensee's use of those tools in its development of an Arm Compliant Product;

(ii)   non-disclosure obligations substantially similar to those in this Access Agreement;

(iii)   restrict access to the Arm Technology in accordance with any authorised user restrictions in the EDA subscription agreement executed between EDA vendor and Arm; and

(iv)   return (or destroy if return is not possible) any Arm Confidential Information to Licensee on the earlier of:

        (a)   the completion of the debugging; or

        (b)   expiry of the contractual confidentiality period with the EDA vendor; or

        (c)   a request from Licensee to do so; and

(v)   Arm is named as a third-part beneficiary of such written agreement, with the right to enforce the terms.

2.7   **Reporting.** Licensee shall submit a written report to Arm within thirty (30) days prior to the end of each anniversary of the Effective Date of this Access Agreement which contains at least the following information: **(i)** the name, job title and location of all Individuals Licensee has permitted to access to the Arm Technology; **(ii)** the Arm Technology used by Licensee during the Term; **(iii)** a brief description of any research projects undertaken by Licensee during the Term which involve the use of the Arm Technology; and **(iv)** information relating to any plans by Licensee to tape-out a design of an Arm Compliant Product.

2.8   **Audit.** Arm and its authorised representatives, agents or auditors shall have the right at its own cost to audit all records, policies and procedures of the Licensee insofar as they are pertinent to Licensee's compliance with the terms and conditions of this Access Agreement, provided that such audit is conducted during regular business hours at a mutually agreeable time and upon reasonable notice.

2.9   **License Restrictions.** Arm reserves all rights not expressly granted in this Access Agreement. Licensee acquires no right, title or interest in any Arm Confidential Information, Arm Technology or any associated Intellectual Property. The only Intellectual Property licensed by Arm expressly, by implication, estoppel or otherwise is Intellectual Property **(i)** owned or controlled by Arm; and **(ii)** which, in the absence of a license, would be infringed by the Arm Technology.
The license to such Intellectual Property is limited to that part of the Arm Compliant Product that is derived directly from the Arm Technology. This license shall not be construed as granting Licensee, expressly or by implication, estoppel or otherwise, a license to use any Arm technology except the Arm Technology.

2.10 **Intellectual Property Notices**. Licensee shall reproduce and not remove or obscure any notice incorporated in the Arm Technology by Arm to protect Arm's Intellectual Property or to acknowledge the Intellectual Property of any third party.

2.11 **Standards.** The licenses granted under this Access Agreement and Product Specific Terms are subject to Licensee having directly obtained all necessary patent licenses that relate to the implementation in Arm Compliant Products of any applicable Standards.

2.12 **Reverse Engineering.** Except to the extent permitted by law, Licensee shall not reverse engineer, decompile or disassemble the Arm Technology in whole or in part.

2.13 **Separate License or Public Domain.** The Arm Technology may contain technology which is subject to the terms of a separate license agreement or is in the public domain. Such technology is not covered under the terms of this Access Agreement. Information about such technology can be found in the Product Specific Terms or in the documentation which accompanies the Arm Technology.

2.14 **Modifications.** To the extent that Licensee generates a Modification (defined below), Licensee hereby grants to Arm and Arm's Subsidiaries a non-exclusive, non-transferable, perpetual, royalty-free, worldwide licence under any or all claims in any patent or patent application filed by Licensee after the Effective Date which include modifications made by Licensee to the Arm Technology provided by Arm under this Access Agreement ("**Modifications**") to use, copy, modify, sublicence (together with the rights to further sublicense) and distribute the Modifications for any purpose.

2.15 Licensee is under no obligation to deliver or disclose Modifications to Arm under this Access Agreement.

2.16 **Funded Research.** For the avoidance of doubt, no right is granted to Licensee to disclose or permit the use of the Arm Technology by any third-party entity or organisation acting as a source of funding for Licensee's research.

3	Confidentiality

3.1 **Restricted Disclosure.** 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 parties acknowledge that the Confidential Information may contain sensitive information, including the Arm Technology, and as a result the period of confidentiality shall be twenty
(20) years from the date of disclosure (but five (5) years from the date of disclosure in respect of the Product Specific Terms). Arm shall be permitted to disclose Licensee's Confidential Information to Arm group companies subject to these confidentiality terms and conditions. Notwithstanding the foregoing, the confidentiality obligations set out in this Clause 3.1 shall survive to the extent and for so long as any Confidential Information is retained by the recipient. For the avoidance of doubt, Licensee is free to delete Confidential Information provided by Arm at any time.

Other Permitted Disclosures. Either party may disclose Confidential Information received from the other party in the following circumstances: **(i)** to third parties as

required pursuant to a court order or required by law, subject to prompt notification to the other party upon learning of such requirement and 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)** nominated third parties under written authority from the other party; and **(iii)** to legal counsel, accountants or professional advisors to the extent necessary to advise upon the interpretation or enforcement of this Access Agreement.

3.2 **Restricted Use.** Licensee shall not use any of Arm's Confidential Information other than pursuant to and in accordance with the exercise of the licenses granted under this Access Agreement. Licensee shall not use Arm's Confidential Information: (i) determining if any features, functions or processes provided by the Arm Technology or disclosed by the Arm Confidential Information are covered by any patents or patent applications owned by Licensee; (ii) for developing technology or products which avoid any of Arm's Intellectual Property licensed hereunder; or (iii) as the basis for any patent application or 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; (iv) without obtaining Arm's prior written consent, for comparison of the performance or functionality of the Arm Technology with any other products created by Licensee or a third party. Licensee shall not in any circumstances disclose Physical IP Products, or any derivatives of Physical IP Products, to any third party who is an Arm Competitor or a Manufacturer Competitor.

3.3 **Excepted Information.** The provisions of this Clause 3 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 or becomes publicly available without breach of the confidentiality obligations in this Access Agreement; or **(iii**) except in respect of any disclosure of any Arm Confidential Information by a Collaborator pursuant to a collaboration between Licensee and Collaborator, 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.

3.4 **Publication.** The Purpose shall form part of the actual carrying out of a primary charitable purpose of Licensee, that is, the advancement of education through teaching and research.

3.5 In accordance with normal academic practice, all employees, students, agents or appointees of Licensee shall be permitted, subject to Clause 3.7 below, to publish or discuss information related to the Purpose which does not contain Arm's Confidential Information.

3.6 Prior to Licensee making or giving any external disclosure, publication or seminar pursuant to the Purpose, Licensee shall review such disclosure, publication or seminar and use its best endeavours to identify whether it contains or may otherwise disclose Arm Confidential Information. If the disclosure, publication or seminar contains or may otherwise disclose Arm Confidential Information, Licensee shall either: **(i)** remove such Confidential Information; or **(ii)** at Licensee's option, or if Licensee is in any doubt, submit any relevant information in writing to Arm for review of any Arm Confidential Information before submission for publication or before presentation, as the case may be. Arm may, if notified to Licensee within thirty (30) days, reasonably

require the deletion from the publication of any Arm Confidential Information, or an amendment to the publication through which Arm Confidential Information is disguised to the satisfaction of Arm. Arm may also request a delay to publication if, in Arm's reasonable opinion, the delay is necessary in order to seek patent or similar protection for Intellectual Property. Any delay imposed on publication for such purposes shall not last longer than thirty (30) days. Notification of the requirement for amendment or delay in publication shall be given promptly after receipt of the proposed publication by Arm. For the avoidance of doubt, unless Arm has provided its written consent to publication or presentation of its Confidential Information, nothing in this Clause 3.6 shall release either party from its obligations under Clause 3.

3.7   **Publicity.** Arm may publicly disclose that Licensee is a signatory to this Access Agreement (and Arm may use Licensee's name and logo for this purpose) in order to enable the collaboration described in Clause 2.6A above, unless Licensee notifies Arm otherwise by email to AAA-enquiries@arm.com. Unless Arm notifies Licensee otherwise in writing, Licensee may use Arm's name and such trademarks as Arm may confirm in writing from time to time (which may be by email) in order to publicise its activities carried out under this Access Agreement, provided always that it complies with Arm's trademark usage guidelines found at https://www.arm.com/company/policies/trademarks (as may be updated from time to time). From time to time, the parties may engage in co-marketing activities, on such terms as they may agree in writing.

4.1   Arm shall use commercially reasonable endeavours to deliver or make the Arm

4	Delivery

Technology available to Licensee within ten (10) working days of the Effective Date of this Access Agreement.

5	No Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE AGREES THAT THE ARM TECHNOLOGY IS LICENSED "AS IS" AND THAT ARM AND ANY THIRD PARTY LICENSOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6	Limitation of Liability

6.1   Except in respect of any breach of the provisions of 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 (including negligence) or breach of contract or otherwise, even if the other party has been advised of the possibility of such damages (such damages shall include but shall not be limited to the cost of removal and reinstallation of goods, loss of goodwill, loss of profits, loss or use of data, interruption of business or other economic loss).

6.2   The maximum liability of Arm to Licensee in aggregate for any and all claims made against Arm under this Access Agreement, for breach of contract, in tort or otherwise under or in connection with Arm Technology licensed under each Package **shall not exceed the greater of: (i) the total sums paid by Licensee to Arm (if any) for that Package and (ii) US$10**. The existence of more than one claim or suit will not enlarge or extend the limit. Licensee releases Arm from all obligations, liability, claims or demands in excess of this limitation.

6.3   Nothing in this Access Agreement shall operate to exclude liability for: **(i)** death or personal injury resulting from either party's negligence; or **(ii)** fraud.

7	Termination

7.1   This Access Agreement shall enter into force on the Effective Date and shall remain in full force and effect unless and until terminated in accordance with this Clause 7. Without prejudice to any other right or remedy which may be available to it, either party shall be entitled to terminate this Access Agreement and/or the Package Order Form(s) entered into under it, without cause, by giving thirty (30) days prior written notice to the other party.

7.2   Arm may terminate this Access Agreement and/or the Package Order Form(s) entered into under it by written notice to Licensee with immediate effect in the event of (i) any material breach by Licensee of any of their terms or (ii) any change in Export Laws (as defined in Clause 9.9 below) meaning that Arm can no longer make available Arm Content (as defined in Clause 9.9 below) to Licensee.

7.3   For the avoidance of doubt, on termination or expiry of this Access Agreement all Package Order Forms entered into under it shall terminate automatically.

8	Effect of Expiry and Termination

8.1   If this Access Agreement and/or the Package Order Form(s) are terminated pursuant to Clause 7.1, then all of Licensee's rights shall terminate and Licensee will immediately discontinue any use of Arm Confidential Information (or, in the case of Arm terminating just one Package Order Form, Licensee shall discontinue any use of the Arm Confidential Information provided thereunder). Licensee shall, at Arm's option, either destroy or return to Arm any and all copies of Arm Confidential Information in its possession, except that Licensee may retain one (1) copy for backup and archival purposes. Within one month after termination of this Access Agreement, Licensee will furnish to Arm a certificate signed by a duly authorised representative that to the best of his or her knowledge, information and belief, after due enquiry, Licensee has complied with the provisions of this Clause 8.1. The obligations set out in this Clause 8.1 to discontinue use of any Arm Confidential Information and the requirement to destroy or return the Arm Confidential Information upon termination of this Access Agreement and/or the Package Order Form(s) shall apply to any Arm Confidential Information disclosed to Licensee by a Collaborator.

8.2   Upon expiry or termination of this Access Agreement, the provisions of Clauses 1, 2.14, 3, 5, 6, 7, 8 and 9 shall survive.

9	General

9.1 **English Language.** All communications between the parties including, but not limited to, notices, error or bug reports, and support requests shall be in the English language.

9.2 **Notices.** Except as set out in Clause 9.3, all notices given to a party under or in connection with this Access Agreement shall be in writing and shall be sent by email to **(i)** in respect of notice to Licensee, to the email address of Licensee's administrator associated with Licensee's Arm Academic Access account or such other address as Licensee has notified to Arm in writing; or **(ii)** in respect of notice to Arm, to AAA-enquiries@arm.com or as otherwise notified in writing to Licensee. The notice by email shall be deemed to have been received at the time of transmission.

9.3 The service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution shall be sent by both email to AAA-enquiries@arm.com in the case of notices to Arm and to the email address of Licensee's administrator associated with Licensee's Arm Academic Access account (or such other address as Licensee has notified to Arm in writing) in the case of notices to Licensee and by recorded courier to the address identified at the head of this Access Agreement and shall be deemed to have been received at the time recorded by the delivery service.

9.4 **Assignment.** Licensee may not assign or otherwise transfer this Access Agreement or any of its rights and obligations, whether in whole or in part, without the prior written consent of Arm.

9.5 **Independent Parties.** Licensee and Arm are independent parties. Neither party, nor their employees, consultants, contractors or agents, are agents, employees or joint ventures 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, the other party.

9.6 **No Waiver.** Failure or delay by either party to enforce any provision of this Access Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

9.7 **Independent Enforceability; Severability.** The provisions contained in each clause and sub-clause of this Access Agreement shall be enforceable independently of each of the others, and, if a provision of this Access 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 Access Agreement. If any of these provisions are 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.

9.8 **Entire Agreement.** This Access Agreement and the Product Specific Terms constitu-

tes the entire agreement between the parties with respect to the subject matter 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 Access Agreement shall be binding unless in writing and signed by a duly authorised representative of both parties. Nothing contained in any purchase order shall modify or add any terms and conditions to this Access Agreement. In the event of a conflict between the terms of this Access Agreement and the terms of the Product Specific Terms, the Product Specific Terms shall prevail.

9.9 **Export.** Arm Confidential Information, Arm Technology and Arm products provided under this Access 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 agree to comply fully with all applicable Export Regulations. Licensee agrees that it shall not, either directly or indirectly, export in breach of the Export Regulations any Arm Confidential Information, Arm Technology or Arm products received under this Access 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. The specific export controls applicable to any Arm Confidential Information, Arm Technology or Arm products is determined by the relevant ECCN. Arm will provide ECCNs for licensed products upon request to tradecompliance@arm.com. Licensee is responsible for determining the jurisdiction and classification of the designs it creates using Arm Confidential Information, Arm Technology or Arm products.

Arm Confidential Information, Arm Technology and Arm products provided under this Access 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 500/600 Series of the EAR or other military export control regimes. The parties are prohibited from sharing ITAR-controlled technical data, 500/600 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 this Access 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.

For any Arm Technology, tools or services in a Package for which an export licence is required for delivery by Arm to Licensee ("Export Controlled Technology"), Licensee shall be entitled to receive the Export Controlled Technology only once Arm has obtained the relevant export licence(s). Licensee must request access to Export Controlled Technology by submitting an access request to Arm through the relevant product download page and providing the required information.

9.10 **Commercial Items.** The Arm Technology provided under this Access Agreement consists of commercial items. Licensee shall be responsible for ensuring that any Arm Technology provided to the US Government in accordance with the terms of this Access Agreement is provided with the rights and restrictions described elsewhere herein.

9.11 **No Third-Party Beneficiary Rights.** Except as expressly stated in this Access Agreement, the Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing that Act shall not apply in relation to this Access Agreement or any Access Agreement, arrangement, understanding, liability or obligation arising under or in connection with this Access Agreement and nothing in this Access Agreement shall confer on any third party the right to enforce any provision of this Access Agreement.

IN WITNESS WHEREOF Licensee has caused this Access Agreement to be signed by its duly authorized representative:

LICENSEE
SIGNED:
NAME:
TITLE:
DATE:

EXHIBIT 1

DEFINITIONS

"**Arm Competitor**" means each entity identified as Arm's competitor, including its subsidiaries, as listed in the "Arm competitor list" (available upon request, subject to confidentiality terms) as updated by Arm from time to time.

"**Arm Compliant Product**" means an integrated circuit incorporating the Arm Technology, as may be further defined in any applicable Product Specific Terms.

"**Arm Technology**" means the technology specified in a Package Order Form (and Updates) and made available by Arm under this Access Agreement to Licensee and downloaded or otherwise delivered to Licensee but excluding Arm Tools and any other technology subject to the terms of a separate license agreement or in the public domain.

"**Arm Toolkit**" means any Arm Tool identified as a "Software Success Kit" or a "Hardware Success Kit" (including any and all components thereof and updates thereto and all associated documentation) made available by Arm in a Package.

"**Arm Tools**" means any software tools (including any and all components thereof and updates thereto and all associated documentation) made available by Arm under a Package to Licensee and downloaded or otherwise delivered to Licensee.

"**Bill of Materials**" means the deliverables that make up each discrete ARM Technology listed on the website: https://developer.arm.com/download- hub, unless otherwise specified in the Product Specific Terms in respect of particular Arm Technology.

"**Collaborator**" means a university, research institute, or other third party that has executed an Arm Access Agreement version 6 dated February 2023 or later directly with Arm, and has been confirmed in writing (which may be given by email) as having done so by Arm to Licensee.

"**Confidential Information**" means: (i) the Arm Technology and derivatives (including any translation, modification, compilation, abridgement or other form in which the Arm Technology has been recast, transformed or adapted, but excluding Arm Compliant Products in silicon) and any trade secrets relating to the Arm Technology; (ii) any information designated in writing by either party by appropriate legend as confidential; (iii) any information which is identified as confidential at the time of disclosure and designated by appropriate legend as confidential; and (iv) the Product Specific Terms.

"**End User Acknowledgement**" means the form set out in Exhibit 2 of this Access Agreement, as may be updated by Arm by notice in writing to Licensee from time to time.
"**Individuals**" means all employees, students and faculty of Licensee.

"**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 recognised by any relevant jurisdiction as intellectual property, trade secrets know-how and confidential information.

"**Internal Use**" means use by Individuals at the Licensee's premises and/or on Licensee-provided facilities and equipment, including remote access only where: (i) it is not possible to download any of Arm's Confidential Information onto the computer used by the Individual; or (ii) the computer used by the Individual is encrypted and has been configured to ensure that it is not possible to export files from it and Arm's Confidential Information held in the computer only exists in encrypted storage.

"**Manufacturer Competitor**" means each entity identified as the Physical IP Product specific manufacturer's competitor, including its subsidiaries, as listed in the "manufacturer competitor list" (available upon request, subject to confidentiality terms) as updated by Arm from time to time.

"**Package**" means a package of Arm Technology and Arm Tools, as applicable, specified in a Package Order Form and made available by Arm. Arm may in its absolute and sole discretion determine for each Arm Academic Access package the Arm Technology and Arm Tools available under such package.

"**Package Order Form**" means an order form identified as such on the Arm Academic Access platform which sets out the Package(s) to be made available to Licensee.

"**Physical IP Products**" means Arm Technology that is designated by Arm as either a physical GPIO library, a processor optimization package (POP), a processor implementation kit (PIK), standard cell logic library, memory compiler or memory instance (either delivered standalone, as part of a POP, or as generated by a memory compiler).

"**Product Specific Terms**" means those terms and conditions provided by Arm to Licensee which are specific to each discrete Arm Technology and which are incorporated into and form part of this Access Agreement. The Product Specific Terms for each discrete Arm Technology apply upon access to such Arm Technology.

"**Standard**" means any specification which: (i) contains engineering or technical criteria, methods, processes or practices; (ii) has been approved by a third-party formal committee; (iii) is made available, whether publicly or to members, by an organisation whose business objective is the development, approval and dissemination of specifications for the purpose of achieving standardisation and (iv) any version of all or any of the standards identified in the relevant Product Specific Terms.

"**Subsidiary**" means any company the majority of whose voting shares is owned or controlled, directly or indirectly, by Arm. "**Term**" means, in respect of specific Arm Technology, the period set out in the relevant Package Order Form.

"**Updates**" means any error corrections and limited functional enhancements, or other limited modifications, made available by Arm to Licensee as an update to Arm Technology.

EXHIBIT 2

Employee/Student Acknowledgement

Arm Academic Access

By signing below, I acknowledge that I have fully read and understood the terms and conditions of the Arm Academic Access Agreement ("Access Agreement") which the university or institute to which I am affiliated ("Licensee") has accepted in order to allow me access and use the Arm Technology for non-commercial purposes limited to academic research, training and education purposes only. Defined terms in the Access Agreement shall apply to this End User Acknowledgement and shall have the same meaning.

I understand and accept that:

- I can use the Arm Technology solely for Internal Use for non-commercial purposes limited to academic research, training and education purposes only. I shall use the Arm Technology and Arm Confidential Information at Licensee's premises and/or on Licensee provided facilities and equipment, including remote access only where: (i) it is not possible to download any of Arm's Confidential Information onto the computer provided to me by Licensee; or (ii) the computer provided to me by Licensee is encrypted and has been configured to ensure that it is not possible to export files from it and Arm's Confidential Information held in the computer only exists in encrypted storage.

- If I want to manufacture my design of an Arm Compliant Product I must inform the Licensee, and Licensee will need to request a separate manufacturing agreement from Arm which grants the right to manufacture my Arm Compliant Product ("Manufacturing Agreement"). I understand that the Manufacturing Agreement Licensee may choose to enter into with Arm will permit the manufacture, testing and packaging of an Arm Compliant Product and that such Arm Compliant Product can be used solely for non-commercial purposes limited to academic research, training and education purposes only. Any disclosure of the Arm Technology to third parties in connection with the manufacture of the Arm Compliant Product must be solely in accordance with the terms set out in the Manufacturing Agreement.

- If I want to disclose the Arm Technology or any derivative to a third-party, I must inform the Licensee and the Licensee will need to first contact Arm to discuss and obtain permission.

- In the event my research is successful, and I want to commercialize or distribute my design of an Arm Compliant Product I or the Licensee must contact Arm to negotiate a license.

- I must use my Licensee email account in order to access and retrieve the Arm Technology or other materials.

- I will comply with all applicable export control laws and regulations. If I have any questions about what export control requirements may apply or how these requirements may impact my work, I will raise this with the Licensee.

- If I want to use Arm Technology in connection with military research or for end use in a space or military application, I must inform the Licensee and the Licensee will need to contact Arm to discuss and obtain permission

- I understand that any processing of my personal data by Arm will be governed by Arm's privacy statement that describes Arm's privacy practices. Please visit https://www.arm.com/company/policies/privacy to learn how Arm collects, uses, shares and otherwise processes information related to individuals to learn about your rights and choices regarding Arm's processing of your personal data.

- In the event I am unsure of the terms of the Access Agreement and/or Manufacturing Agreement, I shall request a copy of such from Licensee.

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