ETA COMPUTE   
CLICK-WRAP DEVELOPMENT SOFTWARE LICENSE AGREEMENT

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TERMS OF AGREEMENT

# Definitions

## Terms defined in this Article shall have the following meanings:

### “**ECM3532**” means the ASIC product of ETA under the product name ECM3532, including future versions thereof.

### “**Neural Network Application**” means a neural network that is written in Python code or TENSAI Source and provided by ETA.

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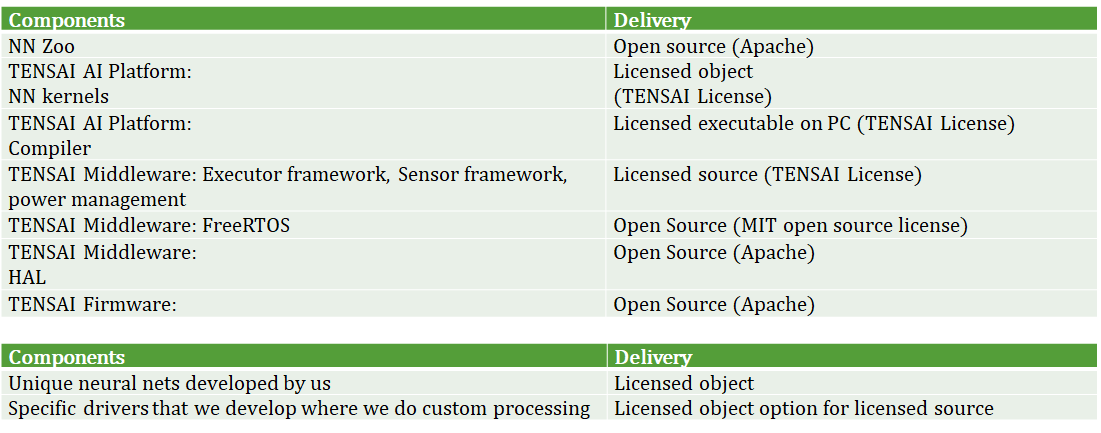
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## TENSAI Components and Apache 2.0 Open Source.



# Non-Disclosure Agreement.

If ETA and Licensee are parties to a Non-Disclosure Agreement, such agreement will remain in full force and effect and is hereby incorporated into this Agreement by this reference.

# **Warranty; Disclaimers**

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# Term; Termination

## Term. This Agreement shall be effective as of the Effective Date and remain in force unless terminated as set forth herein.

## Termination. If either party should materially breach a provision of this Agreement, the other party may terminate this Agreement upon sixty (60) days’ notice unless the breach is cured within the notice period or, if the breach cannot reasonably be so cured, reasonable commercial efforts to effect such cure are commenced during that period and are continued until the cure is completed, which shall be within a reasonable time. Upon expiration or termination of this Agreement, the license granted to Licensee under Section 2.1 shall immediately terminate and Licensee shall terminate all use of the assets licensed thereunder.

## Survival. The following shall survive the termination or expiration of this Agreement: Section 4 (Warranty; Disclaimers); Section 5 (Limited Liability); this Section 6.3; Section 7 (Miscellaneous); and all sections of this Agreement that by their terms or by their nature would continue in force, including all perpetual licenses granted hereunder; and any remedies for breach of this Agreement.

# Miscellaneous

## Independent Contractors. The relationship of ETA and Licensee established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever, or (iv) grant Licensee any right or license other than expressly granted hereunder.

## Governing Law and Jurisdiction. The rights and obligations of the parties under this Agreement shall be governed by and construed under the laws of California. In the event of any dispute or difference of opinion between the parties hereto arising out of or in connection with this Agreement, each of the parties shall use its best efforts to settle such dispute or difference of opinion amicably by negotiation. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction and have venue in the state and federal courts of Santa Clara County, California.

## Audit. ETA and its agents, auditors (internal and external), and regulators (collectively “**Auditors**”) will have the right to inspect, examine and audit the systems, records, data, practices and procedures of Licensee (each an “**Audit**”) (i) to verify Licensee’s compliance with this Agreement and any nondisclosure agreement that is in place between ETA and Licensee. No Auditor shall itself be, or be affiliated with, any competitor of Licensee or an adverse party to Licensee in any prior or current litigation or dispute. All Audits, other than those specified in the audit Section, will be conducted at ETA’s expense and not more than once per year. Such Audits will be conducted during business hours and on at least thirty (30) days’ advance notice. ETA and its Auditors will comply with all Licensee security and confidentiality requirements when accessing facilities or other resources owned or controlled by the audited party. Licensee will provide such assistance as reasonably required to carry out the Audits.

## Complete Agreement. It is understood and agreed between ETA and Licensee that this license constitutes the entire Agreement, both written and oral, between the parties, and that all prior agreements respecting the subject matter hereof, either written or oral, express or implied, shall be abrogated, canceled, and are null and void and of no effect. No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless reduced to writing and executed by the respective duly authorized representatives of each of the parties hereto.

## Notices. Any notice required or permitted to be given under this Agreement shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the address if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fourth day after the date mailed, by certified or registered mail, return requested, postage prepaid. Such communications must be send to the respective parties at the addresses as may be designated by a party from time to time.

## Assignment. Licensee shall not assign or purport to assign the rights or obligations under this Agreement to any third party without ETA’s prior written consent.

## Waiver of Default. The failure by either party to insist upon strict performance of any of the provisions contained in this Agreement will not constitute a waiver of its rights, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

## Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## No Inference. No provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.