CAREFULLY READ THIS END USER LICENSE AGREEMENT ("AGREEMENT"). BY CLICKING THE "ACCEPT" OR "AGREE" BUTTON, OR OTHERWISE ACCESSING, DOWNLOADING, INSTALLING OR USING THE SOFTWARE, YOU AGREE FOR YOURSELF AS WELL AS ON BEHALF OF LICENSEE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK THE "ACCEPT" OR "AGREE" BUTTON OR ACCESS, DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. Definitions.

"Graphcore" means Graphcore, Limited, a UK limited company, with a place of business at 11-19 Wine Street, Bristol, BS1 2PH, UK.

"Graphcore Device" means an IPU-based computing system comprised of one or more IPU processors integrated into, among other things, computing cards, servers, or racks, and manufactured and marketed by or for Graphcore.

"IPU" means a processor designed for machine intelligence and computational graph processing, including Graphcore’s Intelligent Processor Unit.

"Licensee" means the individual, corporation or other legal entity to which Graphcore has licensed the software for use as described herein.

"Open Source Excluded License" means any version of the GNU General Public License (GPL), Lesser/Library GPL (LGPL), Mozilla Public License, Common Public License (CPL), Affero GPL (AGPL), Eclipse Public License (EPL) or any other license for software where the license includes terms providing that (a) a licensee of the software is authorized to make modifications to, or derivative works of, the source code for the software, and (b) upon the distribution of the software, the licensee is under an obligation to distribute the modifications or derivative works in source code form, either with the distribution of the software or upon request by the recipient of the software, under the same or equivalent terms as the license.

"Software" means any one or more of the developer tools, libraries, runtimes and drivers, together with any Updates and accompanying documentation, that are provided by Graphcore in connection with the use and/or implementation of one or more Graphcore Devices, but excluding any third-party files, programs or other materials.

"Update" means any updates, bug fixes, maintenance releases and the like, if any, to the Software that Graphcore may, in its sole discretion, make generally available to all of its then-current licensees of the Software.

"User" means a person using this Software on behalf of Licensee.

2. Intentionally left blank.

3. License Grants.
(a) Subject to the terms and conditions of this Agreement including the timely payment of any and all fees (if any), Graphcore grants to Licensee the following personal, non-exclusive, non-transferable, non-sublicensable licenses under Graphcore's intellectual property rights as embodied in the Software on one or more computers exclusively controlled by Licensee: to install and use for the sole purpose of developing, synthesizing, testing, verifying and executing programs on Graphcore Devices.

(b) Limited Distributable Components License.

(1) Certain Definitions. "Distributable Component(s)" means those files supplied by Graphcore that are either Software or designated files within certain Software and that are identified by Graphcore in the associated text file or associated documentation as "redistributable", "restricted redistributable" or the like so as to clearly identify such Software or files as distributable pursuant to this Agreement. Such Distributable Components may be a library, a device driver, or firmware. Distributable Components may be supplied by Graphcore in either source code form (hereafter "Modifiable Form"), or in compiled form otherwise known as "object code" or "binary" (hereafter "Restricted Form").

(2) Modifiable Form. For Distributable Components supplied by Graphcore in Modifiable Form, Licensee may modify such Distributable Components, provided that the modifications are for use only with a Graphcore Device or to integrate a Graphcore Device in a product. Licensee makes all modifications at its own risk; Graphcore provides no warranty of any kind for a modified Distributable Component. Further restrictions on use and distribution rights are provided below.

(3) Restricted Form. For Distributable Components supplied by Graphcore in Restricted Form, Licensee may not modify such Distributable Components, and may use such Distributable Components only with a Graphcore Device or to integrate a Graphcore Device in a product. Further restrictions on use and distribution rights are provided below.

(4) Distribution Rights. Subject to the terms of this Agreement, Licensee may distribute Distributable Components so long as such Distributable Components have been converted into a machine executable binary form and are provided in object code form; provided, Distributable Components when supplied by Graphcore in Modifiable Form may be distributed as-modified by Licensee in source code form if the distributee has a valid license from Graphcore to use the same underlying Software in Modifiable Form. Additionally, any subsequent recipient of the Software must agree in writing that the Distributed Components are to be used only with a Graphcore Device, and in a manner that is consistent with this Agreement, except that a subsequent recipient shall not have any further Distribution Rights unless the subsequent recipient has obtained a license directly from Graphcore with Distribution Rights.

(c) Third-Party Licenses, Open Source Excluded Licenses. Certain files, programs or other materials distributed to Licensee in connection with the Software may originate from third-party licensors and are licensed to Licensee not under the terms and conditions of this Agreement, but rather pursuant to the terms and conditions of the applicable licenses that appear upon installation, acceptance and/or activation of the
Software and/or are contained or described in the corresponding release notes or other documentation or header or source files. Such files, programs or other materials may be subject to the terms of an open source or free software license. Licensee agrees to carefully review and abide by the terms and conditions of these licenses to the extent that they govern the Software and/or such files, programs or other materials. Provided, Licensee shall not use Software together with third party software that is the subject of an Open Source Excluded License. Notwithstanding the foregoing, as between Graphcore and Licensee, to the maximum extent permitted by applicable law and if not prohibited by any such third-party licenses, all such third-party files, programs or other materials shall be deemed covered under Sections 10 (Disclaimers) and 11 (Limitation of Liability) and 14(c) (Governing Law) of this Agreement.

(d) Evaluation License. Licensee acknowledges that the license grants at Sections 3(a) and 3(b) above do not apply if Licensee’s use of the Software is primarily for evaluation. If Licensee’s primary use of the Software is for evaluation, Graphcore hereby grants Licensee a personal, non-exclusive, non-transferable, non-sublicensable licenses under Graphcore’s intellectual property rights as embodied in the Software on one or more computers exclusively controlled by Licensee: to install and use the Software only for non-production, internal business evaluation in connection with the potential purchase of a Graphcore Device or internal business use of a Graphcore Device. Licensee shall ensure that Licensee’s Users comply with this Agreement. Upon completion of the evaluation according to a separately agreed evaluation period or six (6) months if no such period has been agreed, Licensee i) shall return the Graphcore Device (if in Licensee’s possession) together with any original packaging, and ii) immediately cease using the Software and destroy all copies in Licensee’s possession.

(e) Feedback. Should Licensee provide Graphcore with feedback of any kind relating to Software or Graphcore Device, then Licensee hereby grants a non-exclusive, royalty-free, irrevocable license to Graphcore to use, implement, make derivative works of, and make, have-made, sell, offer to sell and import, Software and Graphcore Devices incorporating such feedback. Licensee represents and warrants that Licensee has all rights to provide the feedback and terms of use of the feedback to Graphcore.

4. Restrictions.

(a) Special Use Restrictions. No right is granted hereunder to use the Software or any binary generated by use of the Software for use that is not i) in conjunction with a Graphcore Device, or ii) for the integration of a Graphcore Device into another product. Specifically, no right is granted hereunder to design, test, program or develop executable programs for non-Graphcore Devices. Further, in the event that Software includes any further restrictions on use beyond what is provided in this Agreement in the text file(s) associated with the Software, associated documentation or other notification accompanying the Software, then Licensee must abide by any and all of such further restrictions on use.

(b) No Tampering with Graphcore Device. If a Graphcore Device is provided with certain features disabled or locked, then the Software shall not be used to circumvent or hack into the disabled or locked features and Licensee shall not directly or indirectly attempt to activate or inactivate the disabled or locked features of the Graphcore Device without the prior written authorization of Graphcore.

(c) General Restrictions. Except and only to the extent otherwise expressly allowed in this Agreement, Licensee is not licensed to, and agrees not to: (i) decompile, translate,
reverse-engineer, disassemble, or otherwise reduce to human readable form the Software or the data files generated by the Software; (ii) transmit the Software or display the object code of the Software on any computer screen, or make any hard-copy memory dumps of the object code; (iii) use in or for any unlawful or malicious purpose including for the creation or spread of viruses, or to deceive or mislead; (iv) except as otherwise agreed in writing with Graphcore, publish or disclose the results of any comparisons including benchmarking of the Software or Graphcore Devices with other software or devices, or use such results for any other software or hardware development activities; (v) make any copies of the Software, except to make one (1) copy of the Software in machine-readable form solely for backup purposes; (v) modify or prepare derivative works of the Software, in whole or in part; (vi) make available discretely or as a service, hypothecate, rent, lease, loan, lend, time-share, sublicense, distribute or otherwise transfer the Software to any other individual, corporation or other legal entity; or (vii) remove, alter or obscure any product identification, ownership or intellectual property rights notices on or in the Software.

(d) Users also Restricted. For the avoidance of doubt, the restrictions contained in this Section 4 extend to Users and to that end, Licensee shall be liable for any act or omission of a User that results in the violation of this Section 4.

(e) No Conflict with Other Agreement. If Licensee and Graphcore have entered into a mutually signed agreement relating to Software, then in the event of conflicting terms with this Agreement, then those conflicting terms in the mutually signed agreement take precedence over this Agreement.

5. Payment; Taxes.

(a) Payment. Should any licensed Software require the payment of a fee, then such fee information will be provided in the separate documentation associated with such licensed Software.

(b) Transfer Taxes. The amounts payable to Graphcore pursuant to this Agreement are exclusive of any sales, use or other taxes or governmental charges. Licensee shall be responsible for payment of all such taxes or charges, except for any taxes based solely on Graphcore’s net income. If applicable, Licensee will provide Graphcore with a valid certification of any exemption from tax or reduced rate of tax imposed by any applicable taxing authority at the time of order.

(c) Withholding Taxes. If Licensee is required by applicable law to apply withholding taxes, Licensee shall provide Graphcore with advance notification of the requirement to apply such taxes and shall take all allowable actions requested by Graphcore that will reduce the withholding tax liability regarding transactions under this Agreement, including, but not limited to, applying on its own or on Graphcore’s behalf for reduced withholding rates, concessionary tax rates or other favourable tax treatment. Licensee shall comply with applicable tax laws and regulations at its sole expense. Licensee will assist Graphcore’s efforts to obtain allowable tax credits or deductions for withholding taxes by providing to Graphcore, in a form acceptable to Licensee, original or certified copies of tax payments receipts or other evidence of payment of taxes withheld by Licensee regarding payments made under this Agreement.

6. Ownership. Licensee acknowledges and agrees that all intellectual property and industrial rights in and to the Software and all copies thereof are and will remain the sole property of Graphcore including any and all trade secrets, copyright, mask works, and
patent rights (or its licensors, as applicable). Nothing contained in this Agreement will be construed as conferring by implication, estoppel or otherwise upon Licensee any license or other right except the licenses and rights expressly granted to Licensee in Section 3 (License Grants) including associated restrictions and at Section 4 herein. The Software is protected by laws and international treaty provisions covering intellectual property rights and trade secrets. With respect to any files, programs or other materials distributed in connection with the Software that have been licensed to Graphcore from third parties and which are not governed by a separate license as mentioned in Section 3(c) (Third-Party Licenses) above, such third parties are intended third-party beneficiaries of the terms of this Agreement.

7. **Confidentiality.** Licensee shall: (a) maintain the confidentiality of the Software as the proprietary trade secrets of Graphcore (or its licensors, as applicable); (b) not make the Software available in any form to any person other than to its Users who have a genuine "need to know" for purposes authorized by this Agreement, and who are bound by obligations of confidentiality no less protective of Graphcore (or its licensors, as applicable) than those contained herein; and (c) to the extent Licensee is exercising Distribution Rights, then any distributees must be bound to keep the Software confidential on terms that are consistent with this Section 7. Licensee represents to Graphcore that it maintains a system of confidentiality consistent with commonly accepted practices to protect its own confidential business information, including written agreements with its Users, and that the Software will be protected by such a system to the same extent, but in no event with less than reasonable care.

8. **Updates.** Graphcore reserves the right to make changes to the Software at any time, without notice. While Graphcore is not obligated to make any Updates, should any Updates be made, then Licensee shall treat the same as the "Software" under this Agreement for which such Update applies and use the Updates in a manner that is consistent with this Agreement.

9. **No Obligation of Support.**

(a) Graphcore may, at its discretion, provide or offer support, training or other services in connection with the Software on pricing terms provided in a separate writing. Licensee must continue to abide by the terms of this Agreement in the course of receiving support from Graphcore.

(b) Licensee is not obligated to provide Graphcore with any material, feedback or comments relating to the Software, Graphcore Device or any other topic related to Graphcore ("Communication"). Should Licensee nonetheless provide a Communication directly or indirectly to Graphcore, then Graphcore reserves all rights to use or not use the Communication. Should Graphcore use the Communication, then except as otherwise provided in a separately written agreement, Licensee hereby grants Graphcore a non-exclusive, royalty-free, paid-up, perpetual and irrevocable right and license to reproduce, display, distribute, make derivatives of the Communication and any associated Software, and to make, have made, use, sell, offer to sell and import, any Graphcore product that is developed, modified, revised or produced using or based on the Communication.

10. **DISCLAIMERS.**

(A) THE SOFTWARE (INCLUDING SUPPORT AND UPDATES, IF ANY) IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. GRAPHCORE AND ITS LICENSORS
SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. GRAPHCORE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, GRAPHCORE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING USE OR THE RESULTS OF THE USE OF THE SOFTWARE (INCLUDING SUPPORT, IF ANY, AND OPERATION OF THE SOFTWARE WITH THE GRAPHCORE DEVICES) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

(B) LICENSEE ACKNOWLEDGES THAT USE OF THE SOFTWARE IN COMBINATION WITH OTHER FUNCTIONALITY, SOFTWARE OR PROTOCOLS MAY REQUIRE LICENSES FROM THIRD PARTIES AND LICENSEE ACCEPTS SOLE RESPONSIBILITY FOR OBTAINING SUCH LICENSES AND COMPLYING WITH SUCH LICENSES.

(C) THE SOFTWARE IS NOT DESIGNED OR INTENDED TO BE FAIL-SAFE, OR FOR USE IN CONNECTION WITH ANY APPLICATION REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN LIFE-SUPPORT, MEDICAL, SAFETY DEVICES OR SYSTEMS, NUCLEAR FACILITIES, APPLICATIONS RELATED TO THE DEPLOYMENT OF AIRBAGS, OR ANY OTHER APPLICATIONS THAT COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE (INDIVIDUALLY AND COLLECTIVELY, "CRITICAL APPLICATIONS"). FURTHERMORE, LICENSEE ACKNOWLEDGES THAT THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN CONNECTION WITH ANY APPLICATIONS THAT AFFECT CONTROL OF A VEHICLE OR AIRCRAFT ("NAVIGATION CONTROL"), AND SHOULD NOT BE USED FOR SUCH NAVIGATION CONTROL APPLICATIONS UNLESS THERE IS A FAIL-SAFE OR REDUNDANCY FEATURE (WHICH DOES NOT INCLUDE USE OF THE SOFTWARE IN THE GRAPHCORE DEVICE TO IMPLEMENT THE REDUNDANCY FEATURE) AND A WARNING SIGNAL UPON SUCH FAILURE TO THE OPERATOR OF SUCH VEHICLE OR AIRCRAFT. LICENSEE AGREES, PRIOR TO USING OR DISTRIBUTING ANY SYSTEMS THAT WERE DEVELOPED BY USE OF THE SOFTWARE OR THAT INCORPORATE ANY PORTION OF THE SOFTWARE, TO THOROUGHLY TEST THE SAME FOR SAFETY PURPOSES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE ASSUMES THE SOLE RISK OF AND LIABILITY FOR ANY CRITICAL APPLICATIONS AND NAVIGATION CONTROL, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GRAPHCORE AND ITS AGENTS AGAINST ANY AND ALL CLAIMS, LAWSUITS, DAMAGES AND EXPENSES INCLUDING ANY REASONABLE ATTORNEY FEES, ARISING FROM ACTUAL OR ALLEGED DAMAGE TO ANY PROPERTY OR PERSON CAUSED BY CRITICAL APPLICATIONS OR NAVIGATION CONTROL.

11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL GRAPHCORE OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION
12. Termination. This Agreement shall be effective until terminated as follows. If the Software licensed hereunder is only for trial or evaluation purposes (according to the accompanying files or communications relating to the Software), then: (a) this Agreement and all rights hereunder shall automatically terminate on the date specified in the accompanying file or communications or earlier upon notice by Graphcore, with the understanding that (b) certain features and functions of the Software may be disabled by Graphcore during or at the end of the trial/evaluation period. Licensee may terminate this Agreement at any time by destroying the Software and all copies thereof. This Agreement will terminate immediately without notice from Graphcore, if Licensee fails to comply with any of the terms and conditions herein. Upon termination of this Agreement for any reason, Licensee must destroy the Software and all copies thereof and immediately cease all activities under Section 3. Graphcore may suspend the Software licensed hereunder or terminate this Agreement, if the Licensee commences, participates or threatens to commence or participate in any legal proceeding against Graphcore. The following provisions of this Agreement survive its termination: 1 (Definitions) and all defined terms, 3(c) (Third-Party Licenses) to the extent not separately terminated according to the terms of such licenses, 4 (Restrictions), 5 (Payment; Taxes) for all unpaid amounts, 6 (Ownership), 7 (Confidentiality), 10 (Disclaimers), 11 (Limitation of Liability), 12 (Termination), 13 (General).


(a) Governmental Use. The Software is comprised of commercial computer software developed exclusively at the expense of Graphcore. Accordingly, pursuant to the Federal Acquisition Regulations (FAR) Section 12.212 and Defense FAR Supplement (DFARS) Section 227.7202, use, duplication and disclosure of the Software by or for the U.S. government is subject to the restrictions set forth in this Agreement. Manufacturer is Graphcore, Limited, 11-19 Wine Street, Bristol BS1 2PH, UK.

(b) Export Compliance. Licensee shall adhere to all applicable import and export laws and regulations of Licensee’s country and of the United States, without limitation. This Agreement may involve items and information that are subject to the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State or Export Administration Regulations (EAR) of the U.S. Department of Commerce, Bureau of Industry and Security. The importer/exporter of record shall not export, reexport, resell, transfer, or disclose, directly or indirectly, any products or technical data, to any proscribed person, entity, or country, or foreign persons thereof, unless properly authorized by the applicable or relevant government or regulatory body.
(c) Governing Law. This Agreement shall be governed by the laws of England and Wales, without reference to conflict of laws principles.

(d) Assignment. Licensee shall not assign this Agreement or transfer any of the rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without Graphcore’s prior written consent. Any merger, acquisition, reorganization, change of control, or the like, involving Licensee shall be deemed an assignment in violation of the foregoing. Subject to the foregoing, this Agreement will be for the benefit of Graphcore and its successors and assigns, and will be binding on Licensee’s permitted assignees.

(e) Allocation of Risk. Licensee acknowledges and agrees that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is part of the consideration of this Agreement.

(f) Waiver; Amendment. No waiver, express or implied, by either party of any right or remedy for any breach by the other party of any provision of this Agreement will be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself or of any other breach or provision. No waiver of or amendment to this Agreement will be effective unless reduced to writing and executed by authorized representatives of the parties.

(g) Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid, illegal or unenforceable, then such provision shall be enforced to the maximum extent permissible to carry out the intent of the parties, otherwise stricken, and the remainder of this Agreement shall continue in full force and effect.

(h) Notices. Any notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; (iii) by facsimile transmission, upon acknowledgment of receipt of electronic transmission, provided that notice is also provided by one of the other methods herein within five (5) days thereafter; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses provided by each party to the other in connection with this Agreement, or to such other address as either party may specify in writing. Notices to Graphcore shall be addressed to the attention of: Graphcore, Limited, Attn: General Counsel, Legal Department, 11-19 Wine Street, Bristol BS1 2PH United Kingdom.

(i) Specific Performance. Licensee agrees that a breach of this Agreement may result in irreparable and continuing damage to Graphcore for which there may be no adequate remedy at law, and Graphcore shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other equitable relief (including monetary damages) as may be proper.

(j) No Partnership. This Agreement does not constitute a partnership or joint venture. Except as expressly provided in this Agreement, neither Graphcore nor Licensee will have any power or authority to act in the name or on behalf of the other party, or to bind the other party to any legal agreement.
(k) Except as expressly stated in Section 6 (Ownership), no person who is not a party to this Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

(l) Personal Information. Under data protection legislation we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in https://www.graphcore.ai/privacy and it is important that you read that information.

(m) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Software, and supersedes all prior or contemporaneous discussions, understandings or agreements, written or oral, regarding the subject matter hereof. No additional terms or modifications proposed by Licensee shall be binding on Graphcore unless expressly agreed to in writing and signed by Graphcore. All terms and conditions of any purchase order or other document issued by Licensee in connection with this Agreement or the Software shall be void and of no force or effect to add to or modify this Agreement.

(n) Interpretation & Acceptance. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. Licensee acknowledges and agrees that it has read and understood this Agreement, has had an opportunity to discuss this Agreement with its legal and other advisors, and agrees to be bound by the terms and conditions of this Agreement. This Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favour of or against either party.

2020.05