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TERMS OF USE

The AMD HPC Fund

These Terms of Use (the "Agreement") set forth the terms and conditions by which you may access and use the hardware, software, documentation and materials made available to you on The AMD HPC Fund Research Accelerator (collectively referred to herein as the "AMD HPC Fund") by Advanced Micro Devices, Inc. ("AMD"), and apply to all users who access the AMD HPC Fund Research Accelerator.

IMPORTANT - READ CAREFULLY: DO NOT ACCESS OR USE THE AMD HPC FUND UNTIL YOU HAVE CAREFULLY READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS. This is a legal agreement between you (either an individual or an entity) ("you") and AMD. If you will use The AMD HPC Fund as an employee or other representative of a corporation, partnership or other legal entity, then you must be authorized to sign for and bind that entity in order to accept the terms of this Agreement. In such a case, any references to "you" in this Agreement refer to the entity you represent.

BY CLICKING ON THE "I AGREE" BUTTON OR ACCESSING THE AMD HPC FUND, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU WILL NOT BE GIVEN ACCESS TO THE AMD HPC FUND UNLESS YOU ACCEPT THE TERMS OF THE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE AMD HPC FUND.

1. Login Security.

Access to The AMD HPC Fund will require use of passwords, authentication keys or other security credentials ("Login Credentials"). You must store Login Credentials in a safe and secure manner, keep them strictly confidential, and not share them with any unauthorized person or third party. If you experience or suspect any issues or unauthorized use with The AMD HPC Fund or if your Login Credentials have been exposed to non-permitted users at any time, you must immediately notify AMD.

2. Customer Content.

You are solely responsible for all data, software and other content you upload to The AMD HPC Fund ("Customer Content"). You represent and warrant that you have obtained all rights and interests necessary to copy, store, transmit, display, modify, or otherwise use any Customer Content in connection with The AMD HPC Fund, and you hereby grant such rights to AMD and AMD's subcontractors involved with supporting The AMD HPC Fund to the extent necessary for AMD to make The AMD HPC Fund available to you under the Agreement. AMD does not make backup copies of Customer Content. Your use of The AMD HPC Fund and all Customer Content must at all times comply with your privacy policies and all applicable local, state, federal and international laws and regulations, including those relating to data privacy, international transmission of data and import or export of technical or personal data.

3. Restrictions.

In addition to any other restrictions and limitations stated in this Agreement, you may not:

- a) use The AMD HPC Fund for any purpose other than your own research that was the subject of your access request that was approved by AMD;
- b) rent, lease, copy, provide access to or sublicense The AMD HPC Fund to a third party or use The AMD HPC Fund to provide a service to a third-party;
- c) modify The AMD HPC Fund or any related documentation or create any derivative product from the foregoing;
- d) decompile, reverse engineer, disassemble or otherwise reduce any software made available to you by AMD on The AMD HPC Fund to a human-perceivable form (except as expressly permitted by applicable law and only upon advance notice to AMD);
- e) alter, obscure or remove any copyright, trademark or patent notice(s) contained in or on materials generated by The AMD HPC Fund;
- f) use The AMD HPC Fund in a manner that violates applicable U.S. export laws, including but not limited to the U.S. Export Administration Regulations ("EAR") (15 C.F.R Sections 730-774), including but not limited to:
 - i. allowing a permanent resident of EAR Country Groups E:1 (Iran, North Korea, Syria) or E:2 (Cuba) to access or use The AMD HPC Fund;



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- ii. using The AMD HPC Fund for the design or development of chemical or biological weapons, missile capable systems, nuclear computational platforms/systems, unmanned aerial vehicles, military platforms/systems, or mass surveillance platforms/systems; and
- iii. allowing any entity or individual listed on any U.S. restricted end-user list or identified on any applicable government end-user list to access or use The AMD HPC Fund;
- g) use The AMD HPC Fund to: (i) develop inventions directly derived from The AMD HPC Fund or the AMD hardware and software made available to you via The AMD HPC Fund to seek patent protection; (ii) assist in the analysis of your patents or patent applications; or (iii) modify your existing patents;
- h) intentionally install, distribute or use malware, viruses, Trojan horses, spyware, worms, or any malicious or harmful code on The AMD HPC Fund;
- i) circumvent or expand any of the access permissions established by AMD for your The AMD HPC Fund account;
- j) use The AMD HPC Fund to engage in, facilitate, promote, or permit any illegal activities;
- k) use The AMD HPC Fund to engage in digital currency mining;
- l) publicly disseminate information or analysis regarding the features or performance of the AMD hardware or software you access or use on The AMD HPC Fund; or
- m) use The AMD HPC Fund to store personally identifiable information (PII) (meaning information that identifies, relates to, or describes, directly or indirectly, a particular individual, such as: name, address, email address, phone number, or persistent device identifier), including Protected Health Information (as such term is defined in 45 C.F.R. § 160.103).

AMD may investigate any suspected violations of the Agreement, including without limitation the restrictions stated above. In the event of any violation or potential violation of any of these restrictions or any other material breach of this Agreement, AMD may (in addition to any other remedies available) immediately and without notice suspend or terminate your access or use of The AMD HPC Fund without any liability to you or any third party.

4. Feedback.

You have no obligation to give AMD any suggestions, comments or other feedback ("Feedback") relating to The AMD HPC Fund or any AMD hardware or software used in connection with The AMD HPC Fund. However, if you provide Feedback, AMD may use and include that Feedback to improve The AMD HPC Fund or other AMD products, software and technologies. Accordingly, for any Feedback you provide to AMD, you grant AMD and its affiliates and subsidiaries a worldwide, non-exclusive, irrevocable, royalty-free, perpetual license to directly or indirectly use, reproduce, license, sublicense, distribute, make, have made, sell and otherwise commercialize the Feedback in The AMD HPC Fund and in other AMD products, software and technologies. You further agree not to provide any Feedback that (a) you know is subject to any Intellectual Property Rights of any third party or (b) is subject to license terms which seek to require any products incorporating or derived from such Feedback, or any other AMD Intellectual Property Rights, to be licensed to or otherwise shared with any third party. For purposes of this Agreement, "Intellectual Property Rights" means all copyrights, trademarks, trade secrets, patents, mask works, and all related, similar, or other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto.

5. Intellectual Property Rights.

The AMD HPC Fund, all related documentation, and the hardware and software accessed using The AMD HPC Fund, including all Intellectual Property Rights therein, are and remain the sole and exclusive property of AMD or its licensors, and you have no right, title or interest therein except for the temporary access and use rights expressly set forth in this Agreement. Any rights not expressly granted under the Agreement are hereby reserved by AMD.

6. Disclaimer.

THE AMD HPC FUND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. AMD DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM CUSTOM OF TRADE OR COURSE OF USAGE. AMD DOES NOT WARRANT THAT THE CUSTOMER CONTENT USED OR UPLOADED BY YOU IN CONNECTION WITH YOUR USE OF THE AMD HPC FUND WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. FURTHERMORE, AMD IS NOT LIABLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES AND



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OTHER PROBLEMS WITH THE AMD HPC FUND OR INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF AMD. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE AMD HPC FUND IS ASSUMED BY YOU. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

7. Limitation on Liability and Indemnification.

TO THE EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT AMD AND ITS LICENSORS ARE NOT LIABLE TO YOU FOR ANY DAMAGE WHATSOEVER, INCLUDING SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES ATTRIBUTABLE TO LOSS OF PROFITS, BUSINESS INTERRUPTION, OR CORRUPTION OR LOSS OF INFORMATION, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE AMD HPC FUND EVEN IF AMD AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMD's total liability to you for any and all damages, losses, and claims (whether in contract, tort (including negligence) or otherwise) in connection with this Agreement will not exceed \$100 USD. You agree to defend, indemnify and hold harmless AMD and its licensors, and any of their directors, officers, employees, affiliates or agents from and against any and all loss, damage, liability and other expenses (including reasonable attorneys' fees), resulting from your use of The AMD HPC Fund or your violation of the terms and conditions of this Agreement. The parties agree that the limitations specified in this section will apply to the maximum extent permitted under applicable law and will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose.

8. Privacy.

AMD may be required under applicable data protection law to provide you with certain information about who we are, how AMD processes any personal data you provide to AMD and for what purposes, and your rights in relation to your personal information and how to exercise them. This information is provided in AMD's privacy policy (<https://www.amd.com/en/corporate/privacy>). It is important that you read this information.

9. Term and Termination.

9.1 Term and Renewals.

The Agreement is effective as of the date when The AMD HPC Fund is first made available to you, and unless terminated earlier in accordance with the Agreement, each Term is specified in The HPC Fund grant agreement.

9.2 Termination for Convenience

Either party may terminate the Agreement without cause and for its convenience upon thirty (30) days' prior written notice. Unless terminated earlier, Your access to and use of The AMD HPC Fund will be terminated on the effective date of termination as specified in The HPC Fund grant agreement.

9.3 Termination for Cause

Either party may terminate the Agreement immediately if the other party (a) fails to cure any material breach of the Agreement within fifteen (15) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors, arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

9.4 Effect of Termination

Within five (5) days after expiration or termination of the Agreement, you shall remove all Customer Content from The AMD HPC Fund. You acknowledge that after such five-day period, AMD shall have no obligation to maintain or retain any Customer Content in AMD Customer Cloud and may thereafter, unless legally prohibited, delete all Customer Content in its systems or otherwise in its possession or under its control. Furthermore, upon any termination of the Agreement, you shall immediately cease any and all use of and access to The AMD HPC Fund and delete (or, at AMD's request, return) any and all copies of the documentation, any AMD passwords or access codes and any other AMD Confidential Information in its possession. Termination of the Agreement is not an exclusive remedy and the exercise of either party of any remedy under the Agreement will be without prejudice to any other remedies it may have under the Agreement, by law, or otherwise.

9.5 Survival

The following Sections shall survive any expiration or termination of the Agreement: 3 (Restrictions) 4 (Feedback), 5 (Intellectual Property Rights), 6 (Disclaimer), 7 (Limitation on Liability and Indemnification), 9 (Term and Termination), 10 (Confidential Information), and 12 (General Provisions).



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10. Confidential Information

The parties shall protect the Login Credentials, Customer Content and any information AMD provides to You about The AMD HPC Fund and any other information provided as part of this activity and marked as "Confidential Information" or similar terms (collectively, "Confidential Information") by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as each party uses to protect its own confidential information of a like nature. Unless prior approval is received from the Discloser, a party receiving Confidential Information ("Recipient") from the other party ("Discloser") shall not disclose any Confidential Information to any third party and shall limit disclosure of such Confidential Information to only those of its employees and contractors with a need to know and who are bound by confidentiality obligations with Recipient at least as restrictive as those contained in this Agreement. Each party shall be responsible for its employees and contractors' adherence to the terms of this Agreement. This Agreement imposes no obligation upon Recipient with respect to Confidential Information that Recipient can reasonably demonstrate (a) was in Recipient's rightful possession on or before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient without use of or reference to Confidential Information. If Recipient receives a request, demand, subpoena or order issued by a court of competent jurisdiction or authorized governmental agency to disclose all or any part of Confidential Information, Recipient may comply with such request or demand only if Recipient promptly notifies Discloser in writing of any such requirement prior to the disclosure of Confidential Information (except where such notification is prohibited by applicable law) and reasonably cooperates with Discloser regarding Discloser's efforts, if any, to protect against any such disclosure. Recipient may release only that portion of the Confidential Information as required by the court or agency.

11. Governing Law.

This Agreement is made under and shall be construed according to the laws of the State of Texas, excluding conflicts of law rules. Each party submits to the jurisdiction of the state and federal courts of Travis County and the Western District of Texas for the purposes of this Agreement.

12. General Provisions.

You may not assign this Agreement or any of your rights hereunder without the prior written consent of AMD and any assignment without such consent will be null and void. The parties do not intend to create any agency or partnership relationship between them by this Agreement. Each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement becomes or is declared unenforceable by any court of competent jurisdiction, such provision will be deemed deleted and the remainder of this Agreement will remain in full force and effect.

13. Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the parties with respect to your access and use of The AMD HPC Fund and supersedes and merges all prior oral and written agreements, discussions and understandings between us regarding the subject matter of this Agreement. No waiver or modification of any provision of this Agreement will be binding unless made in writing and signed by an authorized representative of each party.

Please submit your access request if you agree to abide by all the terms and conditions stated above. If you do not agree to abide by the terms and conditions of this Agreement, then you may not access or use The AMD HPC Fund.