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CP2K - CONTAINER LICENSE AGREEMENT

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1.5 "Object Code" means machine readable computer programming code files, which is not in a human readable form.

1.6 "Source Code" means computer programming code in human readable form and related system level documentation, including all comments, symbols and any procedural code such as job control language.

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- c) use the Container to enable or support any non-AMD platform; or
- d) use the Container to: (i) develop inventions directly derived from Confidential Information to seek patent protection; (ii) assist in the analysis of Your patents and patent applications; or (iii) modify Your existing patents or patent applications.

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8. Limitation of Liability and Indemnification. AMD AND ITS LICENSORS WILL NOT, UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU FOR ANY PUNITIVE, DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM USE OF THE CONTAINER OR THIS AGREEMENT EVEN IF AMD AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall AMD's total liability to You for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount of \$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 Container or violation of the terms and conditions of this Agreement.

9. CONFIDENTIALITY. You shall protect the Container and any information related thereto ("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 You use to protect its own confidential information of a like nature. You shall not disclose any Confidential Information disclosed hereunder to any third party and shall limit disclosure of Confidential Information to only those of its employees and contractors with a need to know and who are bound by confidentiality obligations with You at least as restrictive as those contained in this Agreement. You shall be responsible for its employees and contractors adherence to the terms of this Agreement. You may disclose Confidential Information in accordance with a judicial or other governmental order, provided that You either (a) gives AMD reasonable notice prior to such disclosure to allow AMD a reasonable opportunity to seek a protective order or equivalent or (b) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

10. TERMINATION AND SURVIVAL. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. This Agreement will terminate immediately without notice from AMD if You fails to

comply with any provision of this Agreement. Upon termination or expiration of this Agreement, You will cease using and destroy or return to AMD all copies of the Confidential Information, including, but not limited to Container. Upon termination or expiration of this Agreement, all provisions survive except for Sections 2.2, 8, 9, 13, and 14.

11. EXPORT RESTRICTIONS. You shall adhere to all applicable U.S. import/export laws and regulations, as well as the import/export control laws and regulations of other countries as applicable. You further agree they will not export, re-export, or transfer, directly or indirectly, any product, technical data, Container or source code received from AMD under this license, or the direct product of such technical data or Container to any country for which the United States or any other applicable government requires an export license or other governmental approval without first obtaining such licenses or approvals; or in violation of any applicable laws or regulations of the United States or the country where the technical data or Container was obtained. You acknowledges the technical data and Container received will not, in the absence of authorization from U.S. or local law and regulations as applicable, be used by or exported, re-exported or transferred to: (i) any sanctioned or embargoed country, or to nationals or residents of such countries; (ii) any restricted end-user as identified on any applicable government end-user list; or (iii) any party where the end-use involves nuclear, chemical/biological weapons, rocket systems, or unmanned air vehicles. For the most current Country Group listings, or for additional information about the EAR or Your obligations under those regulations, please refer to the U.S. Bureau of Industry and Security's website at <http://www.bis.doc.gov/>.

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13. 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. You acknowledge that the Your breach of this Agreement may cause irreparable damage and You agree that AMD shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

14. GENERAL PROVISIONS. You may not assign this Agreement without the prior written consent of AMD and any assignment without such consent will be null and void. This Agreement may be executed in multiple counterparts, each of which shall constitute a signed original. Any facsimile or electronic image of this Agreement or writing referenced herein shall be valid and acceptable for all purposes as if it were an original. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, in the event that any provision of this Agreement becomes or is declared unenforceable by any court of competent jurisdiction, such provision shall be deemed deleted and the remainder of this Agreement shall remain in full force and effect. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the Container and supersedes and merges all prior oral and written agreements, discussions and understandings between them regarding the subject matter of this Agreement. No waiver or modification of any provision of this Agreement shall be binding unless made in writing and signed by an authorized representative of each Party.

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Exhibit A

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- CMAKE (License: BSD-3 Clause),
- OpenMPI (License: BSD 3-Clause),
- OpenUCX (License: BSD 3-Clause),
- ROCm (License: Custom/MITx11/Apache V2.0/UIUC NCSA)
- CP2K (GNU GPL version 2 or, at your option, any later version)