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**1.4 "Your Products"** means products designed or manufactured by You that work with AMD products.

**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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- b) alter or remove any copyright, trademark or patent notice(s) in the Container or its Components;
- 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.

**4. OWNERSHIP.** The Container as well as all Intellectual Property Rights therein are and remain the sole and exclusive property of AMD or its licensors, and You shall have no right, title or interest therein except as expressly set forth in this Agreement. Subject to AMD's ownership of the underlying Container, You shall retain all right, title and interest in and to the Derivative Works created by the You. You agree to provide AMD with a copy of all Derivative Works.

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**7. Limited Warranty and Disclaimer.** You represents and warrants that it shall not provide Derivative Works or Feedback that (a) You knows is subject to 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 Derivative Works or Feedback, or other AMD intellectual property, to be licensed to or otherwise shared with any third party. THE CONTAINER 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, THAT THE CONTAINER WILL RUN UNINTERRUPTED OR ERROR-FREE OR THOSE ARISING FROM CUSTOM OF TRADE OR COURSE OF USAGE. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE CONTAINER IS ASSUMED BY YOU. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to You.

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**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/>.

**12. Notice to U.S. Government End Users.** The Container and related documentation are "commercial items", as that term is defined at 48 C.F.R. §2.101, consisting of "commercial computer Container" and "commercial computer Container documentation", as such terms are used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, respectively. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the commercial computer Container and commercial computer Container documentation are being licensed to U.S. Government end users (a) only as commercial items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions set forth in this Agreement. Unpublished rights are reserved under the copyright laws of the United States.

**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**

**Component, version (License):**

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- CMAKE (License: BSD-3 Clause),
- OpenMPI (License: BSD 3-Clause),
- OpenUCX (License: BSD 3-Clause),
- ROCm (License: Custom/MIT/Apache V2.0/UIUC NCSA)
- Gromacs (License: LGPL 2.1)