

ADVANCED MICRO DEVICES, INC.
HPCG - CONTAINER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: DO NOT INSTALL, COPY OR USE THE ENCLOSED CONTAINER OR DOCUMENTATION (AS DEFINED BELOW), OR ANY PORTION THEREOF, (COLLECTIVELY "**CONTAINER**") UNTIL YOU HAVE CAREFULLY READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS. THIS IS A LEGAL AGREEMENT ("**AGREEMENT**") BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) ("**YOU**" or "**YOUR**") AND ADVANCED MICRO DEVICES, INC. ("**AMD**").

IF YOU DO NOT AGREE TO THE TERMS OF THIS CONTAINER LICENSE AGREEMENT ("**AGREEMENT**"), DO NOT INSTALL, COPY OR USE THIS CONTAINER. BY INSTALLING, COPYING OR USING THE CONTAINER YOU AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. **THIS CONTAINER IS AMD CONFIDENTIAL INFORMATION AND MAY NOT BE SHARED WITH ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED BELOW.**

1. DEFINITIONS.

1.1 "Components" means the separate and independent libraries provided in Source Code or Object Code Form within the Container as identified in Exhibit A.

1.1 "Derivative Works" means any work, revision, modification or adaptation derived from the Container or any work that incorporates the Container in whole or in part.

1.2 "Documentation" means install scripts and online or electronic documentation associated, included, or provided in connection with the Container, or any portion thereof.

1.3 "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.

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.

2. LICENSE. Subject to the terms and conditions of this Agreement, AMD hereby grants You a non-exclusive, royalty-free, revocable, non-transferable, limited, copyright license to:

- a) install, use, and copy the Container and create Derivative Works internal use only at Your sites solely for the purpose of developing, testing and debugging Your Products; and
- b) evaluate the Documentation solely for use of the Container.

2.2 You grants AMD a worldwide, irrevocable, perpetual, transferable, royalty-free license with the right to sublicense, to make, have made use, disclose, reproduce, modify, create derivative works of, license, sell, offer for sale, and otherwise distribute the Derivative Works.

2.3 Your use of the Components are subject to the terms of the applicable Component-level license identified in Exhibit A and this Agreement. To the extent that any subcomponent in this container requires an offer for corresponding source code, AMD hereby makes such an offer for corresponding source code form, which will be made available upon request. By accessing and using this application, you are agreeing to fully comply with the terms of this License and the applicable Component-level license. To the extent that a Component-level license conflicts with the terms and conditions of this Agreement, then the Component-level license shall control solely with respect to the applicable Component. The Components are licensed to you directly by the party that owns the content pursuant to the license terms included with such content and is not licensed to you by AMD. ALL COMPONENTS ARE MADE AVAILABLE SOLELY FOR YOUR CONVENIENCE AND ARE PROVIDED BY AMD "AS IS" AND WITHOUT A WARRANTY OF ANY KIND. USE OF THE CONTAINER IS DONE AT YOUR SOLE DISCRETION AND UNDER NO CIRCUMSTANCES WILL AMD BE LIABLE TO YOU FOR ANY DAMAGES OR CLAIMS ARISING FROM YOUR USE OF THE CONTAINER. YOU ASSUME ALL RISK AND ARE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY ARISE FROM YOUR USE OF THE CONTAINER.

3. RESTRICTIONS. Except for the limited license granted herein, You will have no other rights in the Container, whether express, implied, arising by estoppel or otherwise. Further restrictions regarding Your use of the Licensed Container are as follows. You may not:

- a) distribute, publish, sublicense, assign or otherwise transfer the Container or Derivative Works;
- b) reverse engineer, decompile, or disassemble any Component provided in Object Code format,
- 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.

5. FEEDBACK. You has no obligation to give AMD any suggestions, comments or other feedback ("Feedback") relating to the Container, its Components, or any other AMD product or technology. However, AMD may use and include any Feedback that it receives from You to improve the Container or other AMD products, Container and technologies. Accordingly, for any Feedback You provides to AMD, You grants 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 Container or other AMD products, Container and technologies.

6. SUPPORT AND UPDATES. AMD is under no obligation to provide any kind of support under this Agreement. AMD may, in its sole discretion, provide to You updates to the Container, and such updates will be covered under this Agreement.

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.

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/>.

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.

YOUR INSTALLATION AND USE OF THE CONTAINER CONSTITUTES YOUR AGREEMENT TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE CONTAINER, AND RETURN OR PERMANENTLY DELETE YOUR COPY.



Exhibit A

Component, version (License):

- Ubuntu (License: Creative Commons CC-BY-SA version 3.0 UK licence)
- CMAKE (License: BSD-3 Clause)
- OpenMPI (License: BSD 3-Clause)
- OpenUCX (License: BSD 3-Clause)
- ROCm (License: Custom/MITx11/Apache V2.0/UIUC NCSA)
- HPCG (License: BSD 3-Clause)