CMC Environment Usage Agreement

We encourage you to read the following terms and conditions ("**Agreement**") carefully, which is a legal agreement between You and the Canadian Microelectronics Corporation / Societe canadienne de micro-electronique operating as CMC Microsystems ("**CMC**") regarding Your use of the Environment (defined below). Your access to and/or use of any CMC Environment indicates Your understanding of, and agreement with these CMC Environment Usage Agreement terms.

Definitions:

In this Agreement, the following terms have the following meanings:

"CAD" means computer aided design software.

"**Environment**" means any CMC infrastructure and/or CMC environment that enables Your access to CAD services, including CADpass, the CMC Cloud Design Environment, the CAD Compute Cluster, the hosted Cloud Passport, Cloud EDA, software, documentation, training materials, libraries, and process design kits ("**PDKs**").

"**User**" means a user of the Environment.

"**User Content**" means a User's information, data, design files, text or other materials uploaded, posted, transmitted or otherwise incorporated into or utilized in an Environment. User Content may also include any third-party information (for example, PDKs and related intellectual property) that User has express permission to use within the Environment.

"You" (or **"Your"**) means an individual or legal entity exercising permissions granted by this Agreement.

CMC Responsibilities:

1. CMC will make reasonable efforts to ensure the Environment is maintained and operated to an optimum level to serve the requirements of Users and the Environment's purpose.
2. CMC may alter the Environment at any time but will endeavour to communicate this to Users in advance. The Environment may be unavailable from time to time due to, for example, maintenance or malfunction of computer or network equipment. CMC may periodically add or update the information and materials in the Environment without notice, including, without limitation, any of the terms and conditions contained in this Agreement.
3. CMC will protect the privacy of Your User Content. Your User Content is generally only visible to CMC administrators who will access User Content to the extent reasonably required to maintain and support the Environment and/or to provide specific services.
4. CMC will provide material through its website to assist Users in making optimal use of the Environment.

User Conditions and Responsibilities:

1. **Grant of License:** Subject to the terms and conditions of this Agreement, CMC hereby grants to You a non-exclusive, limited, non-transferable license to use the Environment. Your use of the Environment constitutes Your acceptance of such terms. The Environment is proprietary and is protected by copyright laws. You will abide by any export control regulations applicable to Your User Content and content in the Environment. You agree that Your usage is within Canada (with the exception of Users of hosted Cloud Passport and Cloud EDA services, wherein this specific condition to use within Canada may not be applicable). You understand and acknowledge that CMC may, due to various license restrictions and/or applicable export control consideration and regulations, limit Your access to the Environment at any time and in their sole discretion if You are located in or are accessing the Environment from outside of Canada. You may not sell, distribute, publish, circulate or commercially exploit the Environment or any portion thereof without CMC's prior written consent.
2. **User Content**. User's use of any third-party materials is subject to such third-party's terms and conditions. CMC does not control User Content or the arrangements that Users make amongst

themselves for licensing any User Content. The Environment is intended to only store User Content directly related to the research and development activity. The Environment is not an archival service and should not be used for storing email, personal information or similar information, or as backup of other systems and design/data files from past activities. CMC is under no obligation to retain any User Content following 24 months of User inactivity or User account suspension or termination for breach or violation of this Agreement or any other agreement You may have with CMC or its vendors.

3. **Sharing User Content**. You may choose to identify other Users with whom you wish to share Your User Content in the Environment. By sharing Your User Content, You acknowledge and agree that such other Users can view and modify Your User Content. You are responsible for obtaining any applicable permission and/or license to share Your User Content (for example, obtaining approval to share third-party materials or any applicable export licenses).
4. **Use Restrictions**.

   When using the Environment You **will not**:

   (a) copy or distribute any part of the Environment;

   (b) alter or modify any part of the Environment outside of predefined areas for User Content;

   (c) upload, post, transmit or otherwise incorporate into or utilize in the Environment (all such actions being referred to as "**Publish**") User Content that is unlawful, harmful, invasive of another's privacy or is otherwise objectionable;

   (d) impersonate any person or entity or misrepresent Your affiliation with a person or entity; (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content You Publish;

   (f) Publish User Content that You do not have a right to make available under law or any contractual relationship;

   (g) Publish any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

   (h) Publish any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Environment;

   (i) interfere with or disrupt the Environment or servers or networks connected to the Environment; (j) collect or store personal data about other Users; or

   (k) download or copy any files from the Environment without CMC's express prior written consent.

   When using the Environment You **will** abide by any applicable third-party usage agreement. In the event of a conflict between a term or condition in a third-party usage agreement and this Agreement, the term or condition in the third-party usage agreement will control.

5. **Environment Access Suspension**. CMC may, under certain circumstances, suspend Your ability to access the Environment or portions thereof (including Your User Content). Cause for such suspension includes, but is not limited to, your breach or violation of this Agreement or any other agreement You may have with CMC or its vendors (including Your failure to obtain and/or maintain valid software licenses from vendor), or non-payment of cloud usage charges, deposit or service fees in the case of hosted Cloud Passport and Cloud EDA services.
6. **Export Control.** The Environment may be subject to export controls, defence trade controls, economic sanctions or other restrictions under the laws and regulations of the United States, Canada and other countries ("**Trade Control Laws**"). You acknowledge that it is Your obligation to comply with any and all applicable laws and regulations, including Trade Control Laws, in connection with any technology or other items provided or disclosed by or to You and in connection with the Environment.
7. **No Representations or Warranties.** The Environment is being provided to You "as is". CMC does not represent or warrant that the Environment will (a) meet Your requirements, (b) operate in a continuous or error free manner, (c) operate in all the combinations, which may be selected for use by You. Other

than as expressly set out in this Agreement there are no representations, warranties or conditions of any kind whatsoever, express or implied, statutory or arising otherwise in law, including but not limited to merchantable quality and fitness for a particular purpose in connection with the Environment or Your use thereof. To the maximum extent permitted by law, in no event will CMC (or any of its officers, directors, employees, agents, contractors or representatives) be liable or responsible for damages of any kind arising out of Your use or inability to use the Environment or otherwise in connection with this Agreement. Your sole and exclusive remedy is to discontinue use of the Environment. Further, CMC does not guarantee the accuracy, integrity or quality of any User Content. CMC is not responsible for Your use or reliance upon any User Content.

8. **Enforcement and Governing Law**. If any provision is invalid or unenforceable under applicable law, it shall to that extent be deemed omitted and the remaining provisions shall continue in full force and effect. CMC's failure to exercise or enforce any right or provision under this Agreement does not constitute a waiver of such right or provision. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Please note that a French language version is available for Your reference. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement. Veuillez noter qu'une version en français est disponible pour votre référence. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario and You submit to the exclusive jurisdiction of the courts of the Province of Ontario.
9. **Privacy**. CMC's Privacy Policy is a binding and integral part of this Agreement. CMC's Privacy Policy can be viewed at https://www.cmc.ca/privacy-policy/.
10. **Updates.** CMC may, at any time and from time to time, at its sole discretion, change these CMC Environment Usage Agreement terms and conditions. Any changes to these terms and conditions will be effective immediately upon CMC's posting of the updated Agreement on our website. You agree to review the website periodically, and Your use of any CMC Environments following any such change constitutes Your agreement to follow and be bound by such changed CMC Environment Usage Agreement terms and conditions.