

SystemReady Trademark Agreement

These terms and conditions (“**Agreement**”) are made and entered into by and between Arm Limited whose registered office is situated at 110 Fulbourn Road, Cambridge, CB1 9NJ (“**Arm**”) and the entity agreeing to these terms (“**COMPANY**”). This Agreement is effective as of the date of the Acceptance Confirmation (the “**Effective Date**”). If you are accepting this Agreement on behalf of COMPANY, COMPANY represents and warrants that: (i) you have full authority to bind COMPANY to this Agreement; (ii) COMPANY has read and understand this Agreement; and (iii) you agree, on behalf of COMPANY, to this Agreement. If you do not have the legal authority to bind COMPANY, please do not click to accept.

WHEREAS:

- A. COMPANY is the vendor of an Arm-based platform which has been tested and verified as being compliant with the Specifications; and
- B. COMPANY wishes to obtain the right to use the applicable trademarks and logos, as applicable for the relevant Specifications COMPANY’s Arm-based platform complies with, with respect to its Arm-based platform.

1. Definitions

- 1.1 “**Acceptance Confirmation**” means written confirmation received by COMPANY from Arm which acknowledges receipt of the Registration Form and confirms that Arm is willing to grant the licences to use the Trademarks, subject to the terms of this Agreement.
- 1.2 “**Band**” means each of the bands listed and described at <https://www.arm.com/architecture/system-architectures/systemready-compliance-program> which refer to the relevant Specifications that a COMPANY Device must comply with, which includes the Bands known as ‘SystemReady’ and ‘SystemReady Devicetree’.
- 1.3 “**ACS**” means a version of the Arm SystemReady Architectural Compliance Suite made available by Arm at <https://github.com/ARM-software/arm-systemready> subject to the Apache 2.0 license which comprises of tests to determine whether an architectural COMPANY Device is compliant with a particular version of the Arm Specifications.
- 1.4 “**Arm Specifications**” means the specifications developed by Arm and identified on the Arm SystemReady webpages available at <https://developer.arm.com/architectures/system-architectures/system-ready> and any corresponding supplements thereto that are applicable to the relevant Band.
- 1.5 “**Arm Trademarks**” means the Arm SystemReady trademark and Arm SystemReady logo applicable to the relevant Band.
- 1.6 “**COMPANY Device**” means a particular major version (as identified by COMPANY on the Registration Form) of the Arm-based hardware and firmware COMPANY Device manufactured by or for COMPANY subject to a valid license from Arm in respect of the Arm technology incorporated in the COMPANY Device.
- 1.7 “**Registration Form**” means the form COMPANY is required to submit to Arm which contains information about the COMPANY Device and how the COMPANY Device has been tested and verified as compliant with the Arm Specifications, as available at <https://www.arm.com/resources/contact-us/systemready-compliance>.
- 1.8 “**Trademark Guidelines**” means (i) the branding guidelines for using the Arm Trademarks as set out in the Arm developer website at <https://www.arm.com/company/policies/trademarks/guidelines-brand/systemready-branding>; (ii) Arm’s trademark use guidelines (available on Arm’s corporate website at <https://www.arm.com/company/policies/trademarks/guidelines-trademarks>), and (iii) any guidelines for using the Arm SystemReady logo (available at <https://www.arm.com/company/policies/trademarks/arm-trademark-list/systemready-trademark>) and; (iv) any amendment to the Trademark Guidelines by Arm from time to time in accordance with the provisions of Clause 3.3.

2. Marketing and Promotion

- 2.1 Following receipt of the Acceptance Confirmation, COMPANY may use the Trademarks to promote and market the COMPANY Device as compliant with the relevant Arm Specifications for the Band, provided that:

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- (i) the Trademarks are used solely to promote only particular major version of the COMPANY Device upon which COMPANY, or a third-party contracted by COMPANY for the purposes of performing testing and validation, has successfully passed the compliance tests of the ACS; and
- (i) the COMPANY Device is promoted and marketed only as being compliant with the version of the Arm Specifications for the applicable Band which COMPANY (or a third-party contracted by COMPANY for the purposes of performing testing and validation) has tested and successfully verified the COMPANY Device is compliant with using the ACS.

2.2 If COMPANY makes substantial changes to the COMPANY Device this shall constitute a major version update. The licenses granted in this Agreement do not extend to COMPANY's use of the Trademarks to market or promote a major version update of the COMPANY device. Guidance as to what constitutes a major version of a COMPANY Device can be found in the SystemReady Devicetree Band Policy Guidelines which Arm makes available at [\[URL\]](#).

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3. Trademarks

- 3.1 Subject to the provisions of Clause 2.1 and 2.2 of this Agreement, Arm hereby grants to COMPANY a non-transferable, non-exclusive, worldwide, revocable license to use the Arm Trademarks during the Term solely in connection with COMPANY marketing or promoting that the COMPANY Device is compliant with the Arm Specifications applicable to the relevant Band.
- 3.2 COMPANY hereby grants to Arm a non-exclusive, worldwide, revocable license to use COMPANY's corporate name and logo, during the Term solely in connection with the promotion of the Arm Specifications. Arm shall use COMPANY's corporate name and logo in accordance with any relevant trademark guidelines delivered by COMPANY to Arm.
- 3.3 COMPANY shall use the Arm Trademarks in accordance with the Arm Trademark Guidelines. Arm shall have the right to revise the Arm Trademarks and Arm Trademark Guidelines at any time. Any such revisions shall be effective with respect to printed materials and products to be produced or licensed after sixty (60) days from receipt of Arm's written notice specifying the revisions to COMPANY.
- 3.4 Upon request from Arm, COMPANY shall submit a reasonable number of samples of marketing materials bearing the Arm Trademarks to Arm (at no cost to Arm) so that Arm may verify compliance with the Arm Trademark Guidelines. In the event that any material fails to comply with the Arm Trademark Guidelines, Arm shall notify COMPANY and COMPANY shall rectify such material so as to comply with the Arm Trademark Guidelines and cease using any such non-compliant materials as soon as reasonably possible after the date of Arm's notice.
- 3.5 Except as provided by the terms of this Agreement, COMPANY shall not use, register or attempt to register in any jurisdiction in COMPANY's own name, or in any other name, any trademark, logo, slogan, product name, service name, technology name, company name, business name, trade name, social media name, domain name, or anything else which is; (i) confusingly similar to any of the Arm Trademarks used by COMPANY under this Agreement; and/or (ii) dilutive of, tends to render generic, takes unfair advantage of, or is detrimental to the distinctive character or repute of any of the Arm Trademarks.
- 3.6 COMPANY shall not have any ownership, interest or goodwill in or associated with the Arm Trademarks arising from the operation of this Agreement. COMPANY hereby assigns absolutely with full title guarantee any and all goodwill arising from the exploitation of the Arm Trademarks to Arm.

4. Warranties

- 4.1 ARM PROVIDES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ARM CONFIDENTIAL INFORMATION, ARM TRADE MARKS.
- 4.2 ARM PROVIDES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE COMPLIANCE OF THE COMPANY DEVICE TO THE ARM SPECIFICATIONS, OR FITNESS OF THE COMPANY DEVICE FOR A PARTICULAR PURPOSE.

5. Limitation of Liability

- 5.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER SUCH DAMAGES ARE ALLEGED AS A RESULT OF

TORTIOUS CONDUCT OR BREACH OF CONTRACT OR OTHERWISE EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF ARM TO COMPANY IN AGGREGATE FOR ALL CLAIMS MADE AGAINST ARM IN CONTRACT, TORT OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL OF SUMS PAID, IF ANY, BY COMPANY TO ARM UNDER THIS AGREEMENT.

6. Term and Effect of Termination

- 6.1 Without prejudice to any other right or remedy that may be available to it, either party may terminate this Agreement without any reason by prior written notice to the other party to such effect.
- 6.2 Unless otherwise agreed in writing by Arm, upon expiry or termination of this Agreement the licences granted to COMPANY under this Agreement shall terminate.
- 6.3 Upon expiry or termination of this Agreement the provisions of Clauses 1, 3.5, 4-9 shall survive.

7. General

- 7.1 COMPANY shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Arm.
- 7.2 Failure or delay by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- 7.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorised representative of both parties.
- 7.4 All notices which are required to be given hereunder shall be in writing. Any such notice may be delivered personally, by commercial overnight courier or facsimile transmission which shall be followed by a hard copy and shall be deemed to have been served if by hand when delivered, if by commercial overnight courier 48 hours after deposit with such courier, and if by facsimile transmission when dispatched.
- 7.5 Neither party shall be liable for any failure or delay in its performance under this Agreement due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars, sabotage, third party industrial disputes and governments actions, which are beyond its reasonable control; provided that the delayed party: (i) gives the other party written notice of such cause promptly, and in any event within fourteen (14) days of discovery thereof; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Clause 9.5 shall be extended for a period equal to the duration of the cause.
- 7.6 Arm and COMPANY are independent parties. Neither company nor their employees, consultants, contractors or agents, are agents, employees or joint venturers of the other party, nor do they have the authority to bind the other party by contract or otherwise to any obligation. Neither party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.
- 7.7 The provisions contained in each clause and sub-clause of this Agreement shall be enforceable independently of each of the others and if a provision of this Agreement is, or becomes, illegal, invalid or deemed unenforceable by any court or administrative body of competent jurisdiction it shall not affect the legality, validity or enforceability of any other provisions of this Agreement. If any of these provisions is so held to be illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it legal, valid or enforceable.
- 7.8 Except as expressly stated in this Agreement, the Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing that Act shall not apply in relation to this Agreement or any agreement, arrangement, understanding, liability or obligation arising under or in connection with this Agreement and nothing in this Agreement shall confer on any third party the right to enforce any provision of this Agreement.

7.9 The validity, construction and performance of this Agreement shall be governed by the laws of England.

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