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CEREBRAS SYSTEMS INC. END USER SOFTWARE LICENSE AGREEMENT (EULA)

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- 1. IMPORTANT-READ CAREFULLY BEFORE USING THE SOFTWARE: This Agreement is a legal agreement between you ("you") and Cerebras Systems Inc., a Delaware corporation, for itself and its affiliates, including its directly or indirectly controlled subsidiaries (each referred to individually and collectively herein as "Cerebras"), for the Software (as defined below). Unless otherwise agreed in writing by Cerebras, by installing, downloading, copying or otherwise using the Software, you agree to be, and will be, bound by the terms of this Agreement as a condition of your use thereof. If you do not agree to the terms of this Agreement, you may not install or use the Software. No course of dealing, no usage of trade and no acceptance or acquiescence to any course of performance shall modify or alter this Agreement. The terms and conditions of this Agreement shall prevail over any additional, different or conflicting term(s) or condition(s), including, but not limited to, terms and conditions stated on your purchase or other order form or notice, unless specifically agreed to in writing by Cerebras. You hereby expressly and irrevocably waive any claim or right to assert any claim based on an oral modification of the terms hereof or oral promises or representations relating to Cerebras's provision of the Software hereunder. The term "Software" means any software that Cerebras provides to you in connection with the use and/or implementation of one or more Cerebras product, including the Cerebras system embedded software and Cerebras client software, solely for use with the indicated Cerebras product, and any Cerebras software development kits ("SDK"), including any bug fixes, updates or upgrades thereto if and when made available and provided by Cerebras in its discretion, but excluding any Third-Party Software (as defined herein).
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- **7. Payment Terms.** The license and other rights granted pursuant this Agreement, other than with respect to the SDK, are expressly conditioned upon, and subject to, your purchase or lease of one or more Cerebras hardware systems (including but not limited to the CS-1 and the CS-2 and successor products).
- 8. Term and Termination. The license granted hereunder, other than with respect to the SDK, shall remain in effect only for as long as you own, lease, rent or subscribe for the right to use a Cerebras system, unless earlier terminated under this Agreement. The license granted hereunder with respect to the SDK shall remain in effect until otherwise terminated pursuant to this Agreement The licenses granted under this Agreement will automatically terminate, with or without notice from Cerebras, if you breach any term of this Agreement. Upon termination, you must at Cerebras' option either promptly destroy or return to Cerebras all copies of the Software in your possession or control. Upon termination of this Agreement for any reason, all rights granted to you hereunder will immediately cease, you may not thereafter install, use or operate the Software, and Cerebras may delete any information or content you have provided to Cerebras through use of the Software. You agree that Cerebras shall not be liable to you or any third party for termination of your access to the Software and/or deletion of any of your information, content or data provided to Cerebras. The following provisions of this Agreement survive its termination: 1 (Important Notice) and all defined terms, 3 (Restrictions), 4 (Ownership), 5 (Third-Party Software) to the extent not separately terminated according to the terms of such Third Party Licenses, 6 (Confidentiality), 8 (Term and Termination), 9 (No Warranty), 10 (Limitation of Liability), 13 (Indemnity), and 14 (General).
- **9. No Warranty.** ALL SOFTWARE IS PROVIDED "AS IS," "WITH ALL FAULTS", WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, CEREBRAS DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, WILL OPERATE IN THE COMBINATIONS THAT YOU DESIRE, WILL OPERATE ERROR-FREE, BUG FREE OR UNINTERRUPTED, OR

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- **11. U.S. Government End Users.** The Software is "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. Accordingly, use, duplication and disclosure of the Software by or for the U.S. government is subject to the restrictions set forth in this Agreement.
- 12. Export Laws. Export laws and regulations of the United States of America and any other relevant local export laws and regulations apply to the Software. You agree to comply fully with all U.S. and other export laws and regulations to ensure that neither the Software nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. You acknowledge that the Software may be subject to export and/or import laws and regulations of various countries, including but not limited to the U.S. Export Administration Regulations, restricting the download, transfer, re-export, sale and import of the Software to certain countries and persons. You further acknowledge that the Software may include encryption/decryption features subject to licensing restrictions under U.S. and other applicable laws for export, re-export, import or in-country transfer. You shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Software, in the United States of America and in any foreign jurisdiction in which the Software is downloaded or used. Without limiting the foregoing, the Software may not be downloaded or otherwise exported or re-exported, directly or indirectly (i) into (or to a national or

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13. Indemnity. You agree to indemnify and hold harmless Cerebras and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim, liability, damages or demand, including reasonable attorneys' fees, made by any party due to or arising out of your use of the Software or Third Party Software, your connection to the Software, or your violation of any term or condition in this Agreement.

14. General.

- 14.1. <u>Relationship</u>. The relationship of the parties created by this Agreement is that of independent contractors and not that of employer/employee, principal/agent, partnership, joint venturers or representative of the other.
- 14.2. <u>Choice of Law.</u> This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act do not apply to this Agreement or to orders placed under it.
- 14.3. <u>Headings</u>. All headings herein are solely for the purpose of convenience.
- 14.4. <u>Entire Agreement</u>. Excepting any contractual agreement between the person or entity that purchased the right to access the Software and Cerebras, this Agreement is the complete and exclusive statement of the agreement between Cerebras and You, which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement.
- 14.5. <u>Assignment</u>. You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Cerebras' prior written consent, and any attempt or purported attempt by you to do so, without such consent, will be null and void.
- 14.6. <u>Waiver.</u> The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.
- 14.7. <u>Severability.</u> If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect.
- 14.8. <u>Notices</u>. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, or by certified or registered mail (postage prepaid and return receipt requested), to the other party at the address provided as part of the license order process, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever first occurs. Either party may change its address by giving notice of the new address to the other party in accordance with the foregoing.
- 14.9. <u>Entire Agreement.</u> This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject

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matter. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Cerebras.

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