

Blaize SDK/VA License Agreement

This Blaize SDK/VA License Agreement (“Agreement”) is entered into between the company you represent, or, if you do not represent an entity, you individually (“you”), and Blaize, Inc. and its Affiliates (“Blaize”) (collectively the “parties”) and governs the use of the Blaize Software Development Kit and Video Analytics package (including without limitation, the documentation, software libraries, binary executables, source code, packaged APIs, code samples, web applications, scripts, validation processes) and updates thereto (“SDK/VA”). By downloading, installing, registering to use, or using the SDK/VA, you are affirming that you have read the Agreement and agree to its terms. If you do not have the required authority to enter into the Agreement or if you do not accept all Agreement terms and conditions, you should not download, install, register to use or use the SDK/VA software and must destroy all copies.

1. Licenses

- 1.1 **License.** Blaize grants you, for the Term, a personal, limited, non-transferable, non-sublicensable, non-exclusive, worldwide, revocable, royalty-free, license to: (i) use the SDK/VA, as provided by Blaize, solely for the purpose of internally developing and creating programs and applications that are interoperable with Blaize Products, and (ii) use, reproduce, and distribute, subject to terms and conditions consistent with your rights and obligations under this Agreement, portions of the SDK/VA in object code form as an integral part of the program and application files that are to be loaded on Blaize’s Products.
 - 1.2 **Restrictions.** Except as authorized above, you will not, and not allow a third party to: (a) use or modify the SDK/VA in any other way; (b) reverse engineer, decompile, or disassemble SDK/VA provided as object code (except as required by applicable law or under an applicable open source license); (c) transfer, sublicense, lease, lend, rent or otherwise distribute the SDK/VA to any third party, except as authorized by Blaize; (d) use the SDK/VA for purposes of competitive analysis or for the development of a competing software product or service; (e) use the SDK/VA in any manner that would cause it to become subject to an open source software license; (f) remove, disable, or circumvent any notice, security, or license features; or (g) use the SDK/VA in violation of any applicable laws or regulations. Upon reasonable prior written notice, Blaize may audit your use of the SDK/VA to ensure that it is in compliance with the terms of this Agreement.
 - 1.3 **Open-Source and Third-Party Licenses.** Third-party software, even if included with the distribution of the SDK/VA, may be governed by separate license terms, including without limitation, third-party license terms, open-source software notices and terms, and/or other Blaize software license terms. These separate license terms solely govern your use of the third-party software.
 - 1.4 **Subcontractors.** You may disclose the SDK/VA to your subcontractor for its work on the programs and applications under an agreement preventing the subcontractor from disclosing the SDK/VA to others. You will be liable for the acts or omissions of your subcontractor, including unauthorized disclosure.
2. **Ownership.** Blaize or its licensors hold all rights, title and interest in and to the SDK/VA and its modifications and derivative works, including their respective intellectual property rights. The SDK/VA may include software and materials from Blaize licensors, and these licensors are intended third party beneficiaries that may enforce this Agreement with respect to their intellectual property rights. You hold all rights, title and interest in and to your programs and applications and your derivative works of any sample code delivered in the SDK/VA, including their respective intellectual property rights, subject to Blaize’s rights.
 3. **Feedback.** If you give Blaize comments or suggestions related to the SDK/VA, Blaize confidential information provided in connection with this Agreement, or Blaize Products, software, or services Blaize can use them in any way and disclose them to anyone, without payment or other obligation to you.
 4. **Pre-Release.** Pre-release SDK/VA versions (including alpha, beta, and engineering releases) may contain errors, design flaws, or reduced security, privacy, accessibility, availability, and reliability standards relative to commercial versions. Use of a pre-release SDK/VA is not intended for production or business-critical systems and may result in unexpected results, data loss, or other damage. Blaize may discontinue any pre-release SDK/VA at any time without liability or obligation to release a commercial version.
 5. **NO WARRANTY.** THE SDK/VA IS PROVIDED “AS IS,” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. BLAIZE IS NOT REQUIRED TO MAINTAIN, UPDATE, OR SUPPORT ANY SDK/VA OR PROVIDE YOU TECHNICAL SUPPORT.
 6. **INDEMNITY.** YOU WILL INDEMNIFY, DEFEND, AND HOLD BLAIZE HARMLESS FROM ANY ALLEGATION AGAINST BLAIZE ARISING IN CONNECTION WITH YOUR USE OF THE SDK/VA OR THE PROGRAMS OR APPLICATIONS DEVELOPED AND YOU WILL PAY ALL OF BLAIZE’S LOSSES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING FROM THE ALLEGATION.
 7. **Limitation of Liability.** Your use of the SDK/VA is at your own risk. Blaize will not be liable to you under any legal theory for any losses or damages in connection with the SDK/VA or your use of the SDK/VA, including consequential damages, even if the possibility of damages was foreseeable or known. If any liability is found,

Blaize's total, cumulative liability to you for all claims arising from or related to this Agreement will not exceed USD \$50.00. These liability limitations are a fundamental basis of our bargain and Blaize would not have entered into this Agreement without them. You acknowledge that the SDK/VA is not tested or certified for use in health or safety critical applications. Beyond Blaize delivering the SDK/VA, Blaize will not be liable to you or any third party for any claims or damages arising from such uses. You are solely responsible for ensuring that systems and applications developed or deployed with the SDK/VA include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements.

- 8. Confidentiality.** Information exchanged under this Agreement or related to the SDK/VA will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. The terms of the applicable nondisclosure agreement between Blaize and you will govern the exchange, or in the absence of a nondisclosure agreement, confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. You will remain liable for any unauthorized disclosure, misuse or breach by such individuals. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 5 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: (a) was known or became known to you without obligation of confidentiality; (b) is independently developed by you; or (c) where disclosure is required by law or a governmental agency and Blaize is given reasonable notice. Any breach by you of these obligations may cause irreparable damage and you agree that Blaize shall be entitled to seek injunctive relief.
- 9. Privacy.** Each party shall comply with their respective obligations under applicable data protection legislation. Some of the SDK/VA may generate, collect, and transmit to Blaize information to help improve Blaize's products and services, to verify your license rights to SDK/VA, or for other stated purposes. Blaize will use any Personal Information to which it has access consistent with <https://www.blaize.com/privacy/>.
- 10. Export.** You acknowledge that the SDK/VA may be subject to export, import, and sanctions laws, rules and regulations of various countries (collectively, "Trade Controls"), including without limitation those of the United States, restricting the download, transfer, re-export, sale and import of the SDK/VA or technical documentation to certain countries and persons. You agree to comply fully with all Trade Controls and will ensure that it does not export or re-export directly or indirectly in violation of, or used for any purposes prohibited by, such Trade Controls. You warrant that you are not (a) a restricted or sanctioned party on a U.S. Department of Commerce or OFAC restricted party list, or similar lists maintained by other countries, (b) 50% or more owned or otherwise controlled by any such party, (c) located, organized or resident in a country that is or becomes subject to comprehensive Trade Controls or prohibited from receiving SDK/VA under applicable Trade Controls, and (d) using the SDK/VA for any end-use prohibited by applicable Trade Controls.
- 11. Term and Termination.** The license granted hereunder shall remain in effect as long as you own the applicable Blaize Product ("Term"), unless terminated earlier as provided herein. The licenses granted under this Agreement will automatically terminate, with or without notice from Blaize, if you breach any term of this Agreement. Upon termination of this Agreement for any reason, you must at Blaize's option either promptly destroy or return to Blaize all copies of the SDK/VA in your possession or control and direct your subcontractors to do the same, all rights granted to you hereunder will immediately cease, and you may not thereafter install, use or operate the SDK/VA. All sections except Section 1.1 survive termination of this Agreement.

12. General

- 12.1 **Independent Parties.** This Agreement does not create a joint venture, partnership, or other form of business association between the parties.
- 12.2 **Assignment.** Blaize may assign its rights or obligations under the Terms. You must not, without the prior written consent of Blaize, assign or transfer any rights or obligations under this Agreement.
- 12.3 **Dispute Resolution.** If we have a dispute regarding this Agreement (other than for misappropriation of trade secrets or breaches of confidentiality obligations), neither party can file a lawsuit or other regulatory proceeding before the complaining party provides the other party a detailed notice of the dispute and our senior managers attempt to resolve the dispute. If our senior managers cannot resolve the dispute in 30 days, either party may demand mediation in which we will then try to resolve the dispute with an impartial mediator. If our dispute is not resolved within 60 days after the mediation demand, either party may begin litigation.
- 12.4 **Governing Law.** All disputes arising out of or related to this Agreement, will be governed by and construed in accordance with the laws of the State of California notwithstanding its conflicts of laws provision. You agree that all legal actions or proceedings arising out of or related to this Agreement will be brought exclusively in the federal or state courts located in Santa Clara County, California and you hereby irrevocably consent and submit to the personal jurisdiction and venue therein. Notwithstanding anything to the contrary, Blaize may file and pursue any action for equitable and/or injunctive relief or to enforce a judgment, order or other decision in any relevant jurisdiction, without restriction to any particular forum or jurisdiction.

- 12.5 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior and contemporaneous agreements, between Blaize and you concerning its subject matter. Blaize reserves the right to update this Agreement.
- 12.6 Severability; No Waiver. If a court of competent jurisdiction rules that a provision of this Agreement is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable and the remainder of the Agreement will continue in full force and effect. If either party fails to enforce any provision in this Agreement, that party reserves and does not waive the right to enforce the same provision or any other provision of the Agreement at a later time.

13. Definitions.

- 13.1 “Affiliate” means an entity that controls, is controlled by or is under common control with a party, where “control” is the ownership of at least fifty percent (50%) of an entity’s voting capital or other voting rights.
- 13.2 “Blaize Products” means hardware components described in a Blaize quote or approved order which are manufactured (or have manufactured) or assembled by Blaize.
- 13.3 “Personal Information” means any information that may identify an individual and is provided to the other party in connection with the provision of the SDK/VA.