

Blaize Software License Agreement

This Blaize Software License Agreement is entered into between the company you represent, or, if you do not represent an entity, you individually (“Customer”), and Blaize, Inc. and its Affiliates (“Blaize”) (collectively the “parties”). This Software License Agreement along with any Service Specific Terms (if applicable) govern the use of the Software (collectively the “Agreement”). By downloading, installing, registering to use, or using the Software, Customer is affirming that it has read the Agreement and agrees to its terms. If you do not have the required authority to enter into the Agreement or if Customer does not accept all Agreement terms and conditions, Customer should not download, install, register to use or use the Software. The terms and conditions of this Agreement shall prevail over any additional, different or conflicting terms or conditions including, but not limited to, any stated on Customer’s order form or notice.

1. Licenses

- 1.1 **License.** Subject to the terms of this Agreement, Blaize grants Customer a limited, personal, worldwide, non-exclusive, non-transferable, revocable, non-sublicensable license, during the Term, to install, use, and reproduce the Software on Blaize Products or Customer products that include a Blaize Product. Blaize reserves all rights in the Software not expressly granted to Customer in this Agreement.
 - 1.2 **Restrictions.** Except as authorized above, Customer will not: (a) use or modify Software in any other way; (b) reverse engineer, decompile, or disassemble Software 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 Software to any third party, except as authorized by Blaize; (d) use the Software for purposes of competitive analysis or for the development of a competing software product or service; or (e) remove, disable, or circumvent any security or license features. Upon reasonable prior written notice, Blaize may audit Customer’s use of the Software to ensure that it is in compliance with the terms of this Agreement.
 - 1.3 **Open-Source and Third-Party Licenses.** The Software may include software subject to an open-source or third-party software licenses. Nothing in this Agreement limits or grants any rights under or supersedes the terms of any applicable open-source or third-party software license. Customer’s use of any such open-source or third-party software with or within the Software is subject to its compliance with the applicable software license agreement and must be accepted by Customer prior to downloading, installing, or using the Software.
 - 1.4 **Customer End Users.** Customer must enter into enforceable agreements with its end users that are consistent with its rights and obligations under this Agreement. Blaize reserves the right to update this Agreement. Customer agrees to review the updated Agreement and as appropriate update the terms it presents to Customer End Users on a going forward basis. If Blaize or the Customer have reason to know or determine in good faith that an end user is not in compliance with the Agreement, Customer will cooperate with Blaize to investigate and resolve the non-compliance.
2. **Ordering, Fees, Taxes.** The license and other rights granted pursuant to this Agreement, are expressly conditioned upon, and subject to, any payment terms and conditions set forth in the applicable Quote, if any.
 3. **Ownership and Feedback.** Ownership of the Software and related intellectual property rights is unchanged. Customer must maintain all copyright or other proprietary notices in the Software. If Customer gives Blaize comments or suggestions related to Software or services provided in connection with this Agreement, Customer agrees Blaize can use them in any way and disclose them to anyone, without payment or other obligations.
 4. **Maintenance and Support.** Blaize will provide maintenance and support services to Customer for the period set forth in the Quote or Blaize’s website (“Maintenance Period”). Customer will be entitled to receive any bug fixes, updates or upgrades to Software released by Blaize during the applicable Maintenance Period. Blaize will provide reasonable notice to Customer of future releases and new developments of the Software. Services during the Maintenance Period shall include: (a) the online fault reporting for the Software fault diagnosis; (b) resolution, including workarounds where applicable, with prioritization of faults that materially prevent the use of the Software; (c) any other maintenance and support described in applicable Quote, subject to Blaize’s Terms of Sale. Blaize will use commercially reasonable efforts to provide maintenance and support for prior versions of the Software for a reasonable period, not to exceed twelve (12) months following the general release of any newer version.
 5. **Limited Warranty.** Blaize warrants that when the Software is used in the specified operating environment it will substantially conform to its specifications for a period of thirty (30) days from delivery. This limited warranty will not apply to any defects or non-conformance (a) caused because the Software was subjected to improper testing, maintenance, or misuse by Customer or other third parties; (b) compliance with Customer’s specifications, designs, intellectual property, data or other Customer contributions; (c) the combination of the Software with other materials, software or equipment not provided or expressly authorized by Blaize; or (d) pre-release Software or features. If Software does not function as warranted during the period, Blaize will make commercially reasonable efforts to provide a suitable fix or workaround or, at its option, replace or credit the cost of the Software.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT THE SOFTWARE IS PROVIDED “AS IS” AND BLAIZE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE,

FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. BLAIZE DOES NOT WARRANT THAT THE USE OF ANY SOFTWARE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR ERROR-FREE, NOR DOES BLAIZE WARRANT THAT IT WILL REVIEW CUSTOMER'S DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE CUSTOMER'S DATA WITHOUT LOSS. BLAIZE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. BLAIZE DISCLAIMS ANY AND ALL WARRANTIES, CLAIMS AND/OR LIABILITY FOR DAMAGES CAUSED BY OPEN-SOURCE OR THIRD-PARTY SOFTWARE AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO SUCH SOFTWARE EXCEPT TO PROVIDE THE PASS-THROUGH WARRANTY, IF ANY.

6. Indemnity

Subject to the limitations below, Blaize will indemnify, and, at its election, defend, Customer against claims asserted against Customer in any suit or proceeding for direct patent or copyright infringement, or for Blaize's trade secret misappropriation.

- 6.1 **Procedure.** Blaize's obligation to indemnify Customer under this Agreement shall be subject to Customer: (i) promptly notifying Blaize in writing upon being informed of the claim giving rise to the indemnity; (ii) providing Blaize with sole and exclusive control over the defense and/or settlement of such action or claim; and (iii) providing Blaize with full information and reasonable assistance to defend and/or settle any such claim or action. Blaize shall not be responsible for indemnifying Customer with respect to costs incurred, or amounts paid in any settlement, unless Blaize approved such costs or settlements in advance in writing.
- 6.2 **Exclusions.** Blaize will have no liability under this Section or otherwise, for any claim, liability, loss, damage or action that results in whole or part from (i) combination, operation or use of the Software with other products, hardware, software or processes not provided by Blaize; (ii) modification of the Software not made by Blaize; (iii) inclusion of or compliance with Customer's IP, designs, specifications or instructions, (iv) third-party software, (v) compliance with Industry Standards, or (vi) Customer's use of the Software, other than in accordance with this Agreement, the applicable documentation or software license agreement.
- 6.3 **Exclusive Remedies.** If any Software becomes or is likely to become the subject of an infringement claim or action, Blaize may at its sole option: (i) procure, at no cost to Customer, the right to continue using the Software; (ii) replace or modify the Software to render it non-infringing; or (iii) if, in Blaize's reasonable opinion, neither (i) nor (ii) above are commercially feasible, immediately terminate Blaize's obligations (and Customer's rights) under this Agreement with regard to such Software and refund to Customer any amounts actually paid by Customer to Blaize for the infringing Software. THIS IS BLAIZE'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY KIND.

Customer will indemnify, defend, and hold Blaize harmless from any allegation against Blaize arising in connection with its or its end-users' use of Software and Customer will pay all of Blaize's losses, liabilities, and costs (including reasonable attorneys' fees) arising from the allegation.

7. **Limitation of Liability.** In no event will Blaize, whether as a result of breach of contract, tort (including negligence) or any other theory of liability, have any liability to Customer for any indirect, special, incidental, consequential, exemplary or punitive damages, including without limitation, loss of profits; loss of business, reputation or goodwill; lost savings; loss of data; or loss of use arising out of this Agreement even if Blaize has been warned of the possibility of any such loss or damage. Customer expressly understands the limitations of liability provided in this Section are an essential part of the Agreement and agrees that, to the maximum extent permitted by applicable law, Blaize's maximum damages and total aggregate liability to Customer or any third party for direct damages or indemnity arising from or in connection with the applicable Quote, the Software licensed to Customer, and/or any transaction related thereto, will not exceed the price that Customer actually paid to Blaize under the Quote.

Customer acknowledges that the Software as delivered under the Agreement is not tested or certified by Blaize for use in any health or safety critical applications. Beyond Blaize delivering the Software, Blaize will not be liable to Customer or any third party for any claims or damages arising from such uses. Customer is solely responsible for ensuring that systems and applications developed or deployed with the Software 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 Software 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 Customer 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. Customer 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 Customer without obligation of confidentiality; (b) is independently developed by Customer; or (c) where disclosure is required by law or a governmental agency and Blaize is given reasonable notice. Any breach by Customer of these obligations may cause irreparable damage and Customer agrees 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 Software may generate, collect, and transmit to Blaize information to help improve Blaize's products and services, to verify Customer's license rights to Software, 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.** Customer acknowledges that the Software 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 Software or technical documentation to certain countries and persons. Customer agrees 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. Customer warrants that it is 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 Software under applicable Trade Controls, and (d) using the Software for any end-use prohibited by applicable Trade Controls.
11. **Term and Termination.** The license granted hereunder shall remain in effect only for the Term set forth in the applicable Quote, or if no Term is set forth in the Quote, as long as Customer owns the Blaize Products. The licenses granted under this Agreement will automatically terminate, with or without notice from Blaize, if Customer breaches any term of this Agreement. Upon termination of this Agreement for any reason, Customer must at Blaize's option either promptly destroy or return to Blaize all copies of the Software in its possession or control, all rights granted to Customer hereunder will immediately cease, and Customer may not thereafter install, use or operate the Software. All sections except Sections 1.1 and 4 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 this Agreement. Customer must not, without the prior written consent of Blaize, assign or transfer any rights or obligations under the Agreement.
- 12.3 **Governing Law.** All disputes arising out of or related to this Agreement, the Quote, order, and all transactions and performance thereunder will be governed by and construed in accordance with the laws of the State of California notwithstanding its conflicts of laws provision. Customer agrees that all legal actions or proceedings arising out of the applicable Quote and any Software licensed thereunder will be brought exclusively in the federal or state courts located in Santa Clara County, California and Customer hereby irrevocably consents and submits to the personal jurisdiction and venue therein, and further agrees that service of any process, summons, notice or document by U.S. registered mail to Customer's address set forth in the applicable Quote shall be effective service of process for any action, suit or proceeding brought against Customer in any such court. 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.
- 12.4 **Entire Agreement.** This Agreement may be incorporated by reference in other written agreements, all of which constitute a Signed Agreement that is the entire agreement between Blaize and Customer. Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of Blaize that is not set out in this Agreement. Nothing in this Section will limit or exclude any liability for fraud or fraudulent misrepresentation.
- 12.5 **Notices.** Any notice or other communication given to a party under or in connection with this Agreement must be in writing, addressed to that party at their registered corporate offices or such other address (or e-mail address) as that party may have specified to the other party in writing as an appropriate contact address. A notice or other communication may be delivered personally, sent by prepaid first-class post or other next working day delivery service, reputable commercial courier, fax, or e-mail.
- 12.6 **Order of Precedence.** If there is a conflict between these terms and any written contract signed by Blaize and Customer ("Signed Agreement"), the Signed Agreement will prevail with respect to any conflicting term. Except as specifically and narrowly set out in a Signed Agreement, this Agreement will govern all provision of Software. Except as expressly provided in this Agreement or a Signed Agreement, no variation or modification, including the introduction of any additional or different terms and conditions, will be effective unless it is in writing in the Blaize issued Quote.

- 12.7 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 or 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 this Agreement at a later time.
- 12.8 Electronic Contracting. Neither party will contest the enforceability of any transaction on the basis the transaction was conducted electronically.

13. Service Specific Terms

- 13.1 AI Services. Customer agrees that its use of Software will comply with all applicable AI and privacy laws including, but not limited to, the EU General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), Illinois Biometric Information Privacy Act (BIPA), Health Insurance Portability and Accountability Act (HIPAA), and China's applicable AI rules and regulations. Blaize does not intend to have access to Customer end user Personal Information. Any such access will likely be incidental and Customer will remain the data controller of Customer's end user Personal Information at all times.
- 13.2 Facial Recognition. Customer agrees not to use Software for (a) unauthorized surveillance in private locations, (b) facial recognition in public locations or by law enforcement agencies where prohibited, (c) collecting or processing biometric information without the consent, (d) activities that infringe on or violate the rights of others.

14. Definitions.

- 14.1 "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.
- 14.2 "Blaize Products" means hardware components described in a Blaize Quote or approved order which are manufactured (or have manufactured) or assembled by Blaize.
- 14.3 "Industry Standard" means any generally recognized technology or technical standard promulgated, distributed, specified, or published by an entity whose activities include developing, coordinating, promulgating, amending, reissuing, or otherwise producing standardized technology specifications or protocols for adoption by product manufacturers or the public. This includes "de facto" technology or technical standards that are initially introduced by one or more entities, which then become more widely adopted by others in other products; includes features characterized as mandatory, optional, and their equivalents; and includes versions characterized as draft.
- 14.4 "Personal Information" means any information that may identify an individual and is provided to the other party in connection with the provision of the Software.
- 14.5 "Quote" means a formal, written proposal prepared by Blaize or authorized Blaize Partner as an offer to license the Software to Customer.
- 14.6 "Software" means any software, hardware description language code, artificial intelligence models and training datasets, or other computer files, information or collateral Blaize delivers to Customer under this Agreement.