

Terms and Conditions of Sale

All written Quotes by Blaize or Blaize Partner and any purchase order for any Products, Software, or Services issued by Customer are conditioned upon and subject to the terms and conditions set forth in these Blaize Terms of Sale, as well as the terms and conditions set forth in any applicable software license agreement. These Terms constitute the entire agreement between Blaize and Customer for the purchase of Blaize Products, Software, and Services, whether purchased directly from Blaize or through a Blaize Partner. These Terms supersede and exclude any other terms or conditions proposed, implied, or incorporated by Customer. Any acceptance of an offer by either party is expressly conditioned on agreement to these Terms. Blaize rejects all additional or different terms.

1. Purchase Terms

- 1.1 **Payment.** The prices for Products, Software, and/or Services are set forth in the Quote. Unless otherwise set forth in the Quote, Customer shall pay Blaize within thirty (30) days of receipt of Blaize's invoice for Products, Software, and/or Services. Any and all amounts payable hereunder shall be made in United States Dollars, and do not include any government taxes (including without limitation sales, use, service, and value added taxes) or duties imposed by any governmental agency that are applicable to the export, import, or purchase of Products, Software, and/or Services (other than taxes on the net income of Blaize). Customer shall pay all such taxes and duties. Payment shall be made free and clear of, and without reduction for, any withholding taxes. Any amounts not paid when due will bear interest at the lesser of: 1.5% per month or the maximum rate allowed by law and, where permitted by law, Customer grants Blaize a security interest in the Products in the event of default.
- 1.2 **Shipment and Delivery.** All shipments shall be subject to Ex Works ("EXW") Blaize's facility (Incoterms 2010), unless otherwise mutually agreed to by the parties in writing. Risk of loss and damages and title pass to Customer when the shipment is made available to the carrier at Blaize's location. Customer will be responsible for shipping, freight, insurance costs and related charges. If Customer or Customer's designated carrier fails to accept delivery of Products, risk of loss to Products shall pass to Customer and Blaize, at its option, may store the Products at Customer's expense until Customer retrieves them.
- 1.3 **Orders and Product Availability.** All Products are subject to availability and availability is subject to change without notice. Any provided delivery dates are estimates, non-binding, and subject to change without liability for delays. Customer may not cancel or reschedule orders, and Customer may not return Products except as provided in the "Limited Warranty" section below.

2. Software and Intellectual Property. Software provided by Blaize is subject to the terms of the applicable Blaize or third-party software license agreement and must be accepted by Customer prior to downloading, installing, or using the Software. In the absence of an applicable license agreement, Blaize grants to Customer a non-exclusive, personal, non-sublicensable, limited right and license under Blaize's copyrights to load data into or display, view or extract output results from, or otherwise operate any portion of the Software with the Product. Blaize reserves all right, title and interest in and to the intellectual property contained in its Products, Software, and Services and Customer's purchase of Products or Services or Software license does not grant or convey to Customer any right, license, warranty, or indemnity protection (except as explicitly provided herein), by implication, estoppel, or otherwise. Customer may not modify or create derivative works of the Software, decompile, reverse engineer, disassemble or otherwise reduce it to source code form, or alter or remove any notice(s).

3. Services. Blaize shall provide any Services described in an agreed upon Service Order for Customer's internal business purposes. The acceptance process (if any) will be described in the applicable Service Order, will apply only to the deliverables specified, and shall not apply to other products or services provided by Blaize. Blaize's ability to deliver Services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the Services. Customer agrees to appoint a project representative to serve as the principal point of contact in managing the delivery of Services and in dealing with issues that may arise. Requests to change the scope of Services or deliverables will require a change order to the Service Order signed by both parties. Blaize may use its affiliates and/or subcontractors to perform some or all of the Services, provided that such parties are bound by confidentiality obligations and that Blaize shall be responsible for all actions or omissions of such affiliates and/or subcontractors.

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 Customers 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. 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 for a period of twelve (12) months or such other period specified in the

Quote the Products will be free from material defects in material and workmanship and will materially conform to Blaize's published specifications. Blaize warrants that when Software is used in the specified operating environment it will substantially conform to its specifications for a period of ninety (90) days. Services will be performed in a workmanlike manner in accordance with generally accepted industry standards. These limited warranties will not apply to any defects or non-conformance (a) caused because the Products or Software were subjected to improper testing, assembly, mishandling, neglect, inadequate 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 Products or Software with other materials, software or equipment not provided or expressly authorized by Blaize; or (d) prototypes, pre-production units, evaluation units, test units or other similar Products or Software. If Customer has a valid Product warranty claim, Blaize will, at its option and expense, and within a reasonable period: (a) repair, (b) replace it with equivalent or (c) refund Customer the price paid less applicable depreciation. To receive the benefit of this remedy: (a) Customer must obtain a 'Return Material Authorization' ("RMA") number and return nonconforming Products to Blaize's designated facility Products to Blaize's designated facility within thirty (30) days of Customer's receipt of the RMA number at Customer's risk and expense; (b) Customer must provide a written explanation of the non-compliance with the warranty set out; (c) Blaize must be satisfied that the claimed non-compliance exists; and (d) Blaize must not have excluded the defect as "errata". Returned units that are not defective, that are not subject to warranty coverage as described in this Section, or that contain missing or damaged parts, will be returned to Customer at its sole expense, without credit, repair or replacement. 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 THESE TERMS OF SALE, THE PRODUCTS, RELATED DOCUMENTATION, SOFTWARE, AND ALL SERVICES ARE 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 PRODUCT OR SERVICE WILL BE UNINTERRUPTED 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. CUSTOMER UNDERSTANDS THAT THIRD PARTY PRODUCTS SUPPLIED BY BLAIZE, AND CERTAIN THIRD-PARTY COMPONENTS, PARTS AND/OR MATERIALS BUILT INTO THE PRODUCTS, ARE NOT ORIGINALLY DEVELOPED OR MANUFACTURED BY BLAIZE (COLLECTIVELY "THIRD PARTY PRODUCTS"). BLAIZE DISCLAIMS ANY AND ALL WARRANTIES, CLAIMS AND/OR LIABILITY FOR DAMAGES CAUSED BY SUCH THIRD PARTY PRODUCTS OR COMPONENTS AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD PARTY PRODUCTS OR COMPONENTS EXCEPT TO PROVIDE THE PASS-THROUGH WARRANTY, IF ANY.

6. **Intellectual Property 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 Products, Software, or service with other products, hardware, software or processes not provided by Blaize; (ii) modification of the Products or services not made by Blaize; (iii) inclusion or compliance with Customer's IP, designs, specifications or instructions, (iv) third party products or components, (v) compliance with Industry Standards, or (vi) Customer's use of a Product, Software, or Service other than in accordance with these terms, the applicable documentation or software license agreement.
 - 6.3 **Exclusive Remedies.** If any Product 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 Products; (ii) replace or modify the Products 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 Products and refund to Customer any amounts actually paid by Customer to Blaize for the infringing Products. 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.

- 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 these Terms even if the Blaize has been warned of the possibility of any such loss or damage. Customer expressly understands the limitations of liability provided in in this Section are 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 order, the Software, Services, any deliverables or Products sold to customer, and/or any transaction related thereto, will not exceed the price that customer actually paid to Blaize under the applicable order.

Customer acknowledges that the Products, Services, and 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 Products, Software, and/or Services 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 include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements.

- 8. Confidentiality.** Information exchanged under these terms or related to the Products, Services, or 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 the absence of a nondisclosure agreement, confidential information may only be used for the purpose of fulfilling obligations or exercising rights under these Terms, 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. Blaize does not intend to have access to Personal Information of Customer in providing services. To the extent Blaize has access to Customer Personal Information stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer data at all times. Blaize will use any Personal Information to which it has access strictly for purposes of delivering the Services ordered and consistent with <https://www.blaize.com/privacy/>.

- 10. Export.** Customer acknowledges that the Products, Services, and 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 Products, 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 Products, Software or Services under applicable Trade Controls, and (d) using the Products, Software or services for any end-use prohibited by applicable Trade Controls.

- 11. Force Majeure.** Except for Customer payment obligations, neither party will be liable for any failure or delay in performing its obligations under these Terms to the extent such failure or delay is caused by a Force Majeure Event. In such circumstances, the time for performance will be extended by a period equivalent to the period during that performance of the obligation has been delayed or failed to be performed.

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. Customer must not, without the prior written consent of Blaize, assign or transfer any of Customer's rights or obligations under the Terms.

12.3 **Governing Law.** All disputes arising out of or related to these Terms, 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 Quote, Service Order, and any Products purchased 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 Order 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. These Terms may be incorporated by reference in other written agreements, all of which constitute the 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 the 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 these Terms 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 both Blaize and Customer ("Agreement"), the Agreement will prevail with respect to any conflicting term. Except as specifically and narrowly set out in an Agreement, these Terms will govern all sales of Products and Services or provision of Software. Except as expressly provided in these Terms, 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 these Terms or an Agreement is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable and the remainder of the Terms or Agreement will continue in full force and effect. If either party fails to enforce any provision in these Terms, that party reserves and does not waive the right to enforce the same provision or any other provision of these Terms 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. 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 "Force Majeure Event" means any event beyond a party's reasonable control, that by its nature could not have been foreseen, or, if would have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, shortage of supply or delay in delivery by Blaize's vendors, fire, flood, earthquake, accident, radiation, inability to secure transportation, failure of communications or energy sources, malicious damage, breakdown of plant or machinery, or default of suppliers or sub-contractors.
- 13.3 "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.
- 13.4 "Order" means any Customer-issued purchase order, referencing the Quote, to purchase Products and/or Services and/or license Software that is expressly approved by Blaize.
- 13.5 "Personal Information" means any information that may identify an individual and is provided to the other party in connection with the sale and purchase of the Products, Software, or Services.
- 13.6 "Products" means hardware components described in a Quote or approved order which are manufactured (or have manufactured) or assembled by Blaize. This also includes evaluation, test, or other similar units.
- 13.7 "Quote" means a formal, written proposal prepared by Blaize or authorized Blaize Partner as an offer to provide Products, Software or Services to Customer.
- 13.8 "Services" means the technical services provided by Blaize to Customer for the Products.

- 13.9 “Service Order” means written documentation such as custom hardware or software specifications, standard or negotiated service descriptions, data sheet supplements, and statements of work (SOWs), custom warranties and service level agreements made available to Customer in hard copy for the specific Quote or agreed upon and signed by the parties.
- 13.10 “Software” means any computer programs in object form or firmware incorporated into or otherwise accompanying the Products for use with the Products. Software also includes any software application made available by Blaize to Customer as part of the Services.