

Silico Terms of Use

These Silico Terms of Use, together with any Order Form (as defined below) that references these Terms, constitute the “Agreement” between Goodfire AI, Inc. (“**Goodfire**”), and the customer identified in the applicable Order Form (“**Customer**”). “**Order Form**” means any ordering document, statement of work, online registration, signup, click-through, or other ordering process, whether executed or accepted electronically or otherwise, that references or incorporates these Terms and sets forth the applicable Platform, Services, subscription, usage rights, fees, term, or other commercial terms. Goodfire and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

This Agreement governs Customer’s access to and use of Goodfire’s Silico platform and related software, APIs, tools, documentation, support, and services (collectively, the “**Platform**”) together with any support, technical assistance, field engineering support, research activities, collaboration activities, deliverables, or other services provided by Goodfire under an Order Form (the “**Services**”). Each Order Form is incorporated into and made part of this Agreement. In the event of any conflict or inconsistency between this Agreement and an Order Form, the Order Form controls with respect to the subject matter of that Order Form.

The Platform is designed to help customers understand, test, evaluate, improve, steer, adapt, monitor, align, and otherwise work with artificial intelligence and machine learning models and related systems. The Platform may enable Customer to upload, connect, or otherwise make available models, files, datasets, code, documentation, and other materials, and to interact with those materials through prompts, instructions, queries, workflows, experiments, evaluations, analyses, model calls, tool calls, and other Platform functionality.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Definitions.**

- (a) “**Authorized User**” means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Platform under the rights granted to Customer pursuant to this Agreement.
- (b) “**Customer Materials**” means models, model weights, parameters, architecture, files, datasets, source code, credentials, training data, validation data, evaluation data, documentation, and other materials uploaded, connected, or otherwise made available to the Platform by or on behalf of Customer or its Authorized Users for use with the Platform.
- (c) “**Goodfire IP**” means the Platform, including all software, APIs, tools, documentation, models, systems, methods, workflows, features, functionality, user interfaces, templates, reports, analyses, benchmarks, diagnostics, evaluations, probes, algorithms, processes, know-how, and other technology provided or made available by Goodfire in connection with the Platform, and all improvements, modifications, enhancements, derivative works, and other developments thereof. For clarity, Goodfire IP includes Usage Data and any

aggregated, anonymized, or de-identified data, insights, statistics, patterns, metrics, benchmarks, learnings, or other information derived from the provision, operation, or use of the Platform, but does not include Customer Materials or, except for the rights expressly granted to Goodfire under this Agreement, Workflow Data.

- (d) **“Pilot” or “Pilot Program”** means an initial trial period during which Customer may access and use the Platform on a limited or evaluation basis, as designated in the applicable Order Form or other written agreement between the parties.
- (e) **“Sanctioned Territory”** means any country, region, or territory that is the subject of comprehensive economic sanctions administered by OFAC, currently including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine.
- (f) **“Supported Regions”** means the countries, regions, and territories identified on Silico’s [Supported Countries and Territories](#) page, as updated from time to time.
- (g) **“Third-Party Products”** means any third-party products, services, models, software, content, or open-source components that are provided with, integrated with, or used in connection with the Platform.
- (h) **“Usage Data”** means technical, operational, and usage data relating to access to and use of the Platform, including usage volumes, session information, feature usage, configuration information, clickstream data, log data, device and browser information, performance data, error data, and similar usage and operational information. Usage Data does not include Customer Materials or Workflow Data.
- (i) **“Workflow Data”** means data, content, and information generated, submitted, captured, or observed through Customer’s or its Authorized Users’ interactions with the Platform, including prompts, instructions, queries, workflow steps, agent actions, tool calls, model calls, tool and environment responses, intermediate outputs, analyses, reports, outputs, user feedback, success signals, evaluation results, and other interaction, workflow, analytical, or technical data relating to the use, performance, or operation of the Platform. Workflow Data does not include Customer Materials, except to the extent Customer Materials are included or reflected in prompts, instructions, queries, analyses, reports, outputs, evaluation results, or other interactions with the Platform.

2. **Access and Use.**

- (a) **Provision of Access.** Subject to the terms and conditions of this Agreement, Goodfire hereby grants Customer a non-exclusive, non-transferable right to access and use the Platform during the applicable Order Form term, solely for Customer’s internal business purposes by and through its Authorized Users, in accordance with the Agreement and the applicable Order Form. Goodfire may modify, update, enhance, or replace Platform functionality from time to time, provided that Goodfire does not materially reduce the core functionality of the Platform purchased by Customer during the then-current term.
- (b) **Use Restrictions.** Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or

indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Platform, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive, infer, reconstruct, reproduce, or gain access to any software component or other Goodfire IP embodied in or used by the Platform, including through the use or analysis of Workflow Data or Platform outputs, model training, fine-tuning, distillation, model extraction, or similar techniques; (iv) remove any proprietary notices from the Platform; or (v) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

- (c) **Reservation of Rights.** Goodfire reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Goodfire IP.
- (d) **Suspension.** Goodfire may temporarily suspend Customer's or any Authorized User's access to the Platform if Goodfire reasonably determines that: (a) Customer or any Authorized User has violated this Agreement; (b) Customer's or any Authorized User's use of the Platform poses a security, legal, or operational risk to Goodfire, the Platform, or any third party; (c) Customer's account is overdue; or (d) suspension is necessary to comply with applicable law or the request of a governmental authority. Goodfire will use commercially reasonable efforts to provide Customer with notice of any suspension and to limit the suspension to the extent and duration reasonably necessary to address the issue giving rise to the suspension. Goodfire will have no liability for any suspension under this Section.
- (e) **Services.** Goodfire may provide support, technical assistance, field engineering support, research activities, collaboration activities, deliverables, or other services as described in an Order Form. Goodfire will perform the Services in a professional and workmanlike manner. Unless otherwise expressly stated in an Order Form, the Services are provided to support Customer's use of the Platform or the Parties' collaboration under the applicable Order Form and do not transfer ownership of any Goodfire IP, including any tools, methods, workflows, analyses, models, software, documentation, improvements, or other technology or materials created, developed, or used by Goodfire in connection with the Services.
- (f) **Pilot, Beta, and Evaluation Use.** Goodfire may make the Platform, or certain features or functionality of the Platform, available to Customer on a pilot, beta, trial, evaluation, pre-release, or other limited basis. Unless otherwise expressly stated in the applicable Order Form, such access is provided solely for Customer's internal evaluation purposes and may be modified, suspended, or discontinued by Goodfire at any time. The Platform, and any features or functionality made available on a pilot, beta, trial, evaluation, pre-release, or other limited basis, are provided "AS IS" and "AS AVAILABLE," without any service levels, support commitments, warranties, indemnities, security commitments, availability

commitments, or other obligations of any kind, except to the extent expressly set forth in the applicable Order Form. Goodfire makes no commitment to make any pilot, beta, trial, evaluation, or pre-release features or functionality generally available, and Customer's use of such features or functionality is at Customer's sole risk.

3. **Customer Responsibilities.**

- (a) **General.** Customer is responsible and liable for all uses of the Platform resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.
- (b) **Third-Party Products.** Goodfire may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions referred to in the Order Form. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

4. **Fees and Payment.**

- (a) **Fees.** Customer shall pay Goodfire the fees ("**Fees**") as set forth in the Order Form without offset or deduction, including any fees overage charges for usage more than the allotment included in the applicable Order Form. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the Order Form. If Customer fails to make any payment when due, without limiting Goodfire's other rights and remedies: (i) Goodfire may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Goodfire for all costs incurred by Goodfire in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Goodfire may suspend Customer's and its Authorized Users' access to any portion or all of the Platform until such amounts are paid in full.
- (b) **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Goodfire's income.
- (c) **Usage Reports and Audit.** Goodfire will provide Customer with periodic reports summarizing Customer's usage of the Platform through the Platform dashboard or upon

reasonable written request. Goodfire maintains records of Customer's usage of the Platform for purposes of calculating Fees, and Customer agrees that such records will be the authoritative source for determining consumption and Fees.

5. **Confidential Information.**

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. **Intellectual Property Ownership; Feedback**

- (a) **Customer Materials.** As between the parties, Customer owns all right, title, and interest in and to Customer Materials. Customer grants Goodfire a non-exclusive, worldwide, royalty-free license to use, host, copy, process, transmit, display, and otherwise use Customer Materials solely as necessary to provide the Platform to Customer.
- (b) **Goodfire IP.** As between the parties, Goodfire owns all right, title, and interest, including all intellectual property rights, in and to the Goodfire IP. Goodfire IP includes Usage Data. Goodfire may use Usage Data for any lawful business purpose, including to provide, maintain, develop, improve, and commercialize the Platform and Goodfire's related products, services, models, systems, methods, features, and technologies; provided that Goodfire will not use or disclose Usage Data in a manner that identifies

Customer or any Authorized User or reveals Customer's Confidential Information, except as necessary to provide the Platform or as otherwise permitted under this Agreement.

- (c) **Workflow Data.** As between the parties, Customer owns all right, title, and interest in and to Workflow Data. Customer grants Goodfire a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable license to use, reproduce, process, analyze, create derivative works from, and otherwise exploit Workflow Data to provide, maintain, develop, improve, train, fine-tune, evaluate, commercialize, and otherwise support the Platform; provided that Goodfire will not use or disclose Workflow Data in a manner that identifies Customer or any Authorized User or reveals Customer's Confidential Information, except as necessary to provide the Platform or as otherwise permitted under this Agreement.
- (d) **Feedback.** Customer may from time to time provide Goodfire with suggestions, comments, ideas, improvements, or other feedback regarding the Platform or Goodfire's products or services ("**Feedback**"). Goodfire may use, disclose, reproduce, license, distribute, and otherwise exploit Feedback for any purpose without restriction, attribution, or compensation to Customer. Feedback is provided "as is," and Customer grants Goodfire all rights necessary to use the Feedback as described in this Section.

7. **Warranty Disclaimer.**

THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND GOODFIRE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GOODFIRE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GOODFIRE MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. **Indemnification.**

(a) **Goodfire Indemnification.**

- (i) Goodfire shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Goodfire in writing of such Third-Party Claim, cooperates with Goodfire, and allows Goodfire sole authority to control the defense and settlement of such Third-Party Claim.

- (ii) If a Third Party-Claim is made or appears possible, Customer agrees to permit Goodfire, at Goodfire's sole discretion, to (A) modify or replace the Platform, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Goodfire determines that neither alternative is reasonably available, Goodfire may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.
 - (iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by Goodfire or authorized by Goodfire in writing; (B) modifications to the Platform not made by Goodfire; (C) Customer Materials; or (D) Third-Party Products.
- (b) **Customer Indemnification.** Customer shall indemnify, hold harmless, and, at Goodfire's option, defend Goodfire from and against any Losses resulting from any Third-Party Claim that the Customer Materials, or any use of the Customer Materials in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; (iii) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by Goodfire or authorized by Goodfire in writing; or (iv) modifications to the Platform not made by Goodfire, provided that Customer may not settle any Third-Party Claim against Goodfire unless Goodfire consents to such settlement, and further provided that Goodfire will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.
- (c) **SOLE REMEDY.** THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND GOODFIRE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. LIMITATIONS OF LIABILITY.

IN NO EVENT WILL GOODFIRE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER GOODFIRE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES

WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL GOODFIRE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO GOODFIRE UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. **Term and Termination.**

- (a) **Term.** This Agreement begins on the effective date of the first Order Form and continues until expiration or termination of all Order Forms, unless earlier terminated in accordance with this Agreement. The term of each Order Form will be as set forth in that Order Form.
- (b) **Termination.** In addition to any other express termination right set forth in this Agreement:
 - (i) Goodfire may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Goodfire's delivery of written notice thereof; or (B) breaches any of its obligations under this Agreement;
 - (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) **Effect of Expiration or Termination.** Upon expiration or termination of the applicable Order Form or this Agreement, Customer will cease accessing and using the terminated Platform. Customer shall delete, destroy, or return all copies of any Goodfire IP in its possession and certify in writing to Goodfire that the Goodfire IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

- (d) **Survival.** Any provision of this Agreement that, by its nature, is intended to survive expiration or termination of this Agreement will survive any expiration or termination of this Agreement, including provisions relating to confidentiality, ownership, payment obligations, disclaimers, indemnification, limitations of liability, dispute resolution, and any accrued rights or obligations. No other provisions of this Agreement will survive expiration or termination.

11. **Miscellaneous.**

- (a) **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference and all related Order Forms, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
- (b) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- (c) **Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- (d) **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (e) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other

term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- (f) **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted in the federal courts of the United States or the courts of the State of Delaware, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.
- (g) **Assignment.** Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Goodfire. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- (h) **Trade Controls and Sanctions Compliance** (this “**Trade Controls Section**”).
 - (i) **General Compliance.** The Platform is subject to U.S. export control and economic sanctions laws and regulations, including the Export Administration Regulations (“EAR”) administered by the Bureau of Industry and Security (“BIS”) and the economic sanctions regulations administered by the Office of Foreign Assets Control (“OFAC”) (collectively, “Trade Control Laws”). Customer shall comply with all applicable Trade Control Laws and shall not access, use, download, export, re-export, or transfer the Platform, or permit any third party to access, use, download, export, re-export, or transfer the Platform, in violation of any Trade Control Laws.
 - (ii) **Prohibited Destinations.** Customer represents, warrants, and covenants that Customer is not, and will not access or use the Platform while, located in, ordinarily resident in, or organized under the laws of any country or territory that is the subject of comprehensive economic sanctions administered by OFAC or otherwise embargoed under U.S. law. Customer shall not access or use the Platform from, or permit any access to or use of the Platform from, any Sanctioned Territory.
 - (iii) **Prohibited Persons.** Customer represents, warrants, and covenants that Customer is not, and no person or entity that owns or controls Customer is: (i) identified on the Specially Designated Nationals and Blocked Persons List

(“SDN List”) maintained by OFAC, the Entity List, Denied Persons List, or Unverified List maintained by BIS, or any other U.S. government list of prohibited or restricted parties (collectively, “Restricted Party Lists”); (ii) located in, organized under the laws of, or ordinarily resident in a Sanctioned Territory; (iii) owned or controlled by, or acting on behalf of, any person or entity described in clauses (i) or (ii); or (iv) otherwise the target of any Trade Control Laws that would prohibit Goodfire from providing the Platform to Customer (each such person or entity, a “Restricted Party”). Customer shall not permit any Restricted Party to access or use the Platform.

- (iv) **Supported Regions.** Customer acknowledges and agrees that it may access and use the Platform only from countries and territories included on Silico’s then-current list of supported countries and territories, available [here](#). Accessing or using the Platform from outside the Supported Regions constitutes a material breach of this Agreement, and Goodfire may suspend or terminate Customer’s access to the Platform or terminate this Agreement.
- (v) **Export Classification and End-Use Restrictions.** Customer acknowledges that the Platform may be subject to export control classification under the EAR and may not be exported, re-exported, or transferred: (i) to any destination, entity, or person prohibited under the EAR or other applicable Trade Control Laws; (ii) for use in any end-use prohibited under the EAR, including any end-use related to the design, development, production, stockpiling, or use of nuclear, chemical, or biological weapons, or missiles capable of delivering such weapons; or (iii) to any military end-user or for any military end-use in countries identified in Country Groups D:1, D:3, D:4, or D:5 of Supplement No. 1 to Part 740 of the EAR, without prior authorization from BIS. Customer represents and warrants that Customer will not access or use the Platform for any prohibited end-use or on behalf of any prohibited end-user under the EAR.
- (vi) **Continuing Representations.** The representations, warranties, and covenants set forth in this Trade Controls Section are deemed made as of Customer’s initial registration for the Platform and are deemed repeated and reaffirmed by Customer each time Customer accesses or uses the Platform. Customer shall promptly notify Goodfire in writing if any of the representations, warranties, or covenants in this Trade Controls Section become untrue, inaccurate, or breached at any time during the term of this Agreement.
- (vii) **Suspension, Termination, and Blocking.** Goodfire reserves the right, in its sole discretion and without prior notice or liability, to suspend, terminate, or block Customer’s access to the Platform, or to refuse to process any transaction, if Goodfire reasonably believes that: (i) Customer is or has become a Restricted Party; (ii) Customer is located in, accessing the Platform from, or has any connection to a Sanctioned Territory; (iii) Customer has breached or is likely to breach any provision of this Trade Controls Section; (iv) providing the Platform to Customer may violate or expose Goodfire to

liability under any Trade Control Laws; or (v) such action is otherwise required or advisable to comply with Trade Control Laws or government directive. Goodfire shall have no obligation to disclose the reasons for any such action to the extent disclosure is prohibited by law or could compromise Goodfire's compliance efforts.

- (viii) **Trade Controls Indemnification.** Customer shall indemnify, defend, and hold harmless Goodfire and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees and investigation costs) arising out of or relating to: (i) any breach or alleged breach by Customer of any representation, warranty, covenant, or obligation under this Trade Controls Section; (ii) any access to or use of the Platform by or on behalf of a Restricted Party or from a Sanctioned Territory attributable to Customer's account, credentials, or actions; or (iii) any violation or alleged violation of Trade Control Laws arising from Customer's access to or use of the Platform.
- (i) **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any Confidentiality obligations or, in the case of Customer, the Platform's use restrictions, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- (j) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.