

Cray Artificial Intelligence (AI) Lab System Access Agreement

This System Access Agreement (the “Agreement”) is between Cray Inc., 901 Fifth Avenue, Suite 1000, Seattle, Washington 98164 USA (“Cray”), and the following “User”:

“User” Company Name:	
User Company Address:	
“Effective Date”:	
“Access Period”:	From the Effective Date and ending on the last business day of _____, 201__.

PURPOSE OF AGREEMENT. User has asked for access to a Cray AI Lab System to be provided remotely to User from Cray’s data facility in the United States (the “System”) for purposes of technology evaluation and/or applications development and testing. Cray is willing to provide such access to User for the period of the Access Period, subject to the following terms and conditions:

1. Grant of Access:

During the Access Period, or such other term as determined solely by Cray, Cray shall grant User access to the System. User acknowledges that circumstances may, at times; limit the availability of the System(s), and therefore such access shall be subject to the availability of resources, determined by Cray at its sole discretion.

Cray will provide basic instructions and assistance to User as reasonably required for User to implement and perform its evaluation and/or development function.

User is responsible for providing its own data for purposes of running its tests, as well as for providing any client equipment needed on its own part for accessing and utilizing the system by way of Cray’s Internet connection to the System.

2. User Obligations and Use Restriction:

User agrees that access and use of the System will be limited solely for the purpose designated above, and without limiting the preceding may not be used for production purposes, nor may User provide access to the system or its resources to any third party.

3. Confidential Information:

User agrees to treat all information or data that may be exposed to User in the course of its access to the System, whether belonging to Cray or to other users of the System, as confidential and shall not use or disclose Confidential Information to third parties whether or not such information is labeled to indicate that it is confidential or proprietary information.

a) For purposes of this Agreement, “Confidential Information” means information, which is disclosed in any tangible form whether or not such information is labeled to indicate that it is

confidential or proprietary information. In connection with User's access to the System(s) under this Agreement, Cray may disclose confidential or proprietary information to User. User agrees to use such information only for purposes directly related to User's authorized access to the System(s) and User agrees that User will not disclose any such information to third parties.

b) User shall not be obligated to maintain any information in confidence or refrain from use if:

- i) the information was in User's possession or was known to User prior to its receipt from Cray;
- ii) the information is independently developed by User without the utilization of Confidential Information;
- iii) the information is or becomes public knowledge without the fault of User;
- iv) the information is or becomes available on an unrestricted basis to User from a source other than the System or Cray;
- v) the information is publicly disclosed (i.e. not under adequate protective order) by User under an order of a court or government agency, provided that User provides prior written notification to Cray of such obligation and the opportunity to oppose such order; or
- vi) Cray gives User written permission to disclose the information.

c) Any and all benchmark data run on the System(s) shall be considered Confidential Information. User agrees not to disclose any benchmark data to any third party without the prior written approval of Cray.

4. Security Rules and Limited Controls:

User acknowledges that the System is designed with certain limited security controls that are described in the attached Exhibit A ("AI Lab System Security Controls"). Cray makes no representation of the appropriateness of the AI Lab System Security Controls as regard's User's requirements, nor is Cray obligated to implement additional information security controls on the System beyond those described in Exhibit A. Further, Cray puts User on notice that the System and its AI Lab System Security Controls are not appropriate for any data processing of personal data (as defined in Article 4 of the European Union General Data Protection Regulation), that Cray does not permit the processing of personal data on the System, and User represents to Cray that the System will not be used to process personal data. Further, Cray reserves the right to monitor or audit User's account for security purposes and to ascertain compliance with the terms of this Agreement, and Cray may halt the access, delete User's data on the System, or otherwise bar or limit User's use of the System if any such violation is detected. Information obtained by Cray in these monitoring activities will be used only for the purposes described and will not be disclosed to any third parties except to appropriate law enforcement agencies or in connection with legal proceedings in the event of any misuse or breach of security.

5. User Solely Responsible for User's Accounts:

User agrees that User is solely responsible for User's accounts. User further agrees that User shall not permit others to use User's accounts. Disclosure of User's password(s) to any third party is strictly prohibited, is considered a material breach of this Agreement, and will lead to the immediate cancellation of this Agreement and User's access rights.

User is solely responsible for backing up any of its own data that may be transmitted to, stored on, or processed by the System, and Cray will have no responsibility for backing up, protecting the integrity of, or restoring any of such User data.

6. Limitation of Warranty and Disclaimer of Liability:

ACCESS TO THE SYSTEM IS GRANTED TO USER "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES WITH RESPECT TO THE USE OF THE SYSTEM, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED BY CRAY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR FREEDOM OF ANY SOFTWARE CONTAINED IN THE SYSTEM FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. CRAY SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATING TO THE USE OF THE SYSTEM(S) BY USER, OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT (INCLUDING LIABILITY FOR NEGLIGENCE). IN NO EVENT SHALL CRAY'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF CRAY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

7. Prototype Hardware and Software:

The System may contain prototype hardware and/or software. User acknowledges the use of such prototype hardware and/or software may result in errors or bugs. Further, the System may be modified at any time and without notice to User.

8. Termination of this Agreement:

The Agreement shall terminate upon the end of the Access Period unless both parties agree in writing to extend the Access Period to a later date. Regardless, Cray terminate this Agreement and User's access to the System at any time and without notice. Notwithstanding such termination, User's obligations regarding nondisclosure of Confidential Information shall survive after the termination of this Agreement.

9. Intellectual Property Rights.

No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No license is hereby granted, directly or indirectly, under any patent, trade secret, copyright, mask work right or other intellectual property right now held by, or which may be obtained by, or which are or may be licensable by either party.

10. Assignment.

User may not assign any of User's rights or obligations under this Agreement.

11. Return of Materials.

Upon expiration of this Agreement, or upon completion of the purpose contemplated for this Agreement, or upon the request of Cray, whichever occurs first, User shall immediately return to Cray all Confidential Information received under this Agreement and all copies thereof.

12. Governing Law and Venue.

This agreement shall be governed by and construed in accordance with the laws of the State of Washington, USA, without regard to the conflict of laws provisions thereof. Any action seeking

enforcement of this agreement or any provision hereof shall be brought exclusively in the state or federal courts located in King County, Washington, USA. Each party hereby agrees to submit to the jurisdiction of such courts and, to the extent permitted under applicable law, waives any objection to such jurisdiction including, without limitation, claims relating to lack of personal or subject matter jurisdiction and *forum non conveniens*. Further, User agrees to waive any requests for a trial by jury.

13. Notices.

All notices provided hereunder shall be in writing and addressed to the office of the chief legal officer of the respective party at the addresses specified at the head of this Agreement or to such other address as may be specified in writing by either of the parties to the other in accordance with this Section 13. Except as may be expressly permitted herein, notices may be delivered personally, sent via a nationally recognized courier or overnight delivery service, or mailed by first class mail, postage prepaid. All notices, requests, demands or communications shall be deemed effective upon actual delivery or, if sent by mail, four (4) days following deposit in the mail in accordance with this paragraph.

14. Headings.

The headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

15. Entire Agreement.

The terms and conditions stated in this Agreement constitute the complete and exclusive statement of the agreement between User and Cray, and supersedes all prior oral and written statements of any kind whatsoever made by either party or their representatives. Any waivers or amendments, to be effective, must be in writing, signed by both parties.

Each party is signing the agreement on the date stated below that party's signature.

CRAY INC.

USER

(x)

(x)

[print
name]

[print
name]

Title:

Title:

Date:

Date:

EXHIBIT A**AI Lab System Security Controls**

The Cray AI Lab has been implemented with limited security controls consistent with a shared environment for approved 3rd party users. Further description of these limited security controls are found below.

1. All User Connectivity to the AI Lab is Limited to Whitelisted Fixed IP Addresses

As part of the project approval process, the User will provide an IP address to Cray from which all User traffic will originate. This IP address, referred to as a whitelisted IP, is known, accepted to be in good standing and will not change over time. The Cray AI network node(s) are configured to only allow network traffic from known whitelisted fixed IPs. Cray recommends for the Client to monitor/audit/restrict this single fixed IP.

2. Secure Shell Access

Network connectivity between the User and the AI Lab is restricted via a Secure Shell, using SSH, a commonly used Cryptographic Network Protocol. SSH provides a range of security options from various key-sizes to multiple Cipher choices.

3. Upon the User's request and at Cray's discretion, the following services may be provided:**a. Limited Access Mode**

The default mode of operation for the AI Lab is "Shared Mode", wherein multiple users from multiple organizations could be using the system simultaneously. As an option, an AI Lab system can be operated in "Dedicated Mode", wherein only a single client is allowed access to the system. No other users, except System Administrators, would be allowed to access the system during a pre-determined duration of time.

b. Compute Node Disk Wipe

At end of Access Period, All local disks on Compute Nodes ONLY, including OS and data partitions can be wiped via one of the following options:

- I. Write a pattern of zeros
- II. Write a random pattern of bits

Additionally, the above (i.e. writing zeros or random pattern of bits) can be repeated up to a total of 3 times.