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**7. Payment Terms.** The license and other rights granted pursuant to this Agreement, other than with respect to the SDK, are expressly conditioned upon, and subject to, your purchase or lease of one or more Cerebras hardware systems (including but not limited to the CS-1 and the CS-2 and successor products).

**8. Term and Termination.** The license granted hereunder, other than with respect to the SDK, shall remain in effect only for as long as you own, lease, rent or subscribe for the right to use a Cerebras system, unless earlier terminated under this Agreement. The license granted hereunder with respect to the SDK shall remain in effect until otherwise terminated pursuant to this Agreement. Except solely with respect to U.S. government end users, the licenses granted under this Agreement will automatically terminate, with or without notice from Cerebras, if you breach any term of this Agreement. Upon termination of this Agreement for any reason, you must at Cerebras' option either promptly destroy or return to Cerebras all copies of the Software in your possession or control. Upon termination of this Agreement for any reason, all rights granted to you hereunder will immediately cease, you may not thereafter install, use or operate the Software, and Cerebras may, subject to its record retention obligations under the law, delete any information or content you have provided to Cerebras through use of the Software. You agree that Cerebras shall not be liable to you or any third party for termination of your access to the Software and/or deletion of any of your

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**13. Indemnity.** You agree to indemnify and hold harmless Cerebras and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim, liability, damages or demand, including reasonable attorneys' fees, made by any party due to or arising out of your use of the Software or Third Party Software, your connection to the Software, or your violation of any term or condition in this Agreement. This Section does not apply to U.S. government end users.

**14. General.**

14.1. **Relationship.** The relationship of the parties created by this Agreement is that of independent contractors and not that of employer/employee, principal/agent, partnership, joint venturers or representative of the other.

14.2. **Choice of Law.** This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. Notwithstanding this, you agree that Cerebras shall be allowed to apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act do not apply to this Agreement or to orders placed under it. For U.S. government end users only, this Agreement shall be construed and governed by the federal laws of the United States of America, without reference to conflict of law principles.

14.3. **Headings.** All headings herein are solely for the purpose of convenience.

14.4. **Assignment.** You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Cerebras' prior written consent, and any attempt or purported attempt by you to do so, without such consent, will be null and void.

14.5. **Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.

14.6. Severability. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect.

14.7. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, or by certified or registered mail (postage prepaid and return receipt requested), to the other party at the address provided as part of the license order process, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever first occurs. Either party may change its

address by giving notice of the new address to the other party in accordance with the foregoing.

14.8. Entire Agreement. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Cerebras.