

Arm Flexible Access for Startups Contest

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING

- 1. Overview.** The Arm Flexible Access for Startups Contest (“**Promotion**”) is a contest that will commence on March 11, 2024 at 06:00 Pacific Time and conclude on May 17, 2024 at 23:59 Pacific Time (“**Promotion Period**”).
- 2. Organizer and Sponsor.** The Promotion is provided and administered by Arm Limited, 110 Fulbourn Road, Cambridge, CB1 9NDJ, United Kingdom on behalf of itself and its subsidiaries and/or affiliates (“**Arm**” or “**Organizer**”) with support from Silicon Catalyst, LLC, 2700 Mission College Blvd, Santa Clara, CA 95054 (“**Silicon Catalyst**” or “**Sponsor**”).
- 3. Eligibility.** The Promotion is only open to startup companies in pre-seed, seed, or Series A funding (with a maximum of USD \$20 million in funding), that are current members or pending approval to become members of Arm Flexible Access for Startups (“**Participant**”) and registered to do business in a country other than Brazil, Italy, Japan, or Quebec (each an “**Eligible Country**”). DO NOT ENTER THIS PROMOTION IF YOU ARE NOT DOING BUSINESS FROM AN ELIGIBLE COUNTRY OR IF YOU ARE OTHERWISE PROHIBITED BY LAW TO PARTICIPATE IN THIS PROMOTION. Individual representatives of Participants must also be at least 18 years of age or the age of majority in their place of residence, whichever is older. Residents of any U.S. embargoed countries and/or any countries subject to U.S. sanctions (i.e., Russia, Iran, Syria, the Crimea region of Ukraine, North Korea, Cuba, or Venezuela) are not eligible. No employee, contractor, director, or officer of Organizer or Sponsor, their parent, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion, and judging agencies and all other service agencies involved with the Promotion, and members of the immediate family (spouse, parent, child, sibling, and their respective spouse), and household of each such employee is eligible to participate in the Promotion. Individual representatives of Participants who are government employees, agents of a government-owned or government or state-controlled entity, and public officials are not eligible to participate in the Promotion. Void where prohibited. PLEASE NOTE: Continued eligibility is contingent upon compliance with all of the terms set forth in these Official Rules, including continued residence in an Eligible Country. By participating in the Promotion, each Participant represents and warrants that they have publicly disclosed their participation to their employees, investors, and any other possible interested parties, and that such participation is permissible under any applicable policies.

How to Participate. To participate in the Promotion as a Participant, during the Promotion Period, eligible companies should visit <https://www.arm.com/products/flexible-access/startup/contest> (“**Website**”) and complete all required fields in the application form. Once you have fully and accurately completed the registration form, press “submit.” In addition to submitting the form, a written PDF application and an elevator pitch video must be submitted by email to Armflexibleaccessteam@arm.com by the conclusion of the Promotion to be eligible. Each Participant’s completed submission shall hereafter be referred to as an “**Entry**”.

Your completed written PDF application must include the following (slide numbers provided as guidance):

- Executive Summary – 1 slide
- Team details and brief company history, location, incorporation... – 1 slide
- Problem Statement – 1 slide
- Service and Business Model, including how money is generated (e.g. pricing structure)? – 1 slide
- Sales & Growth – 2 slides
- Service revenue of (up to) last 3 years and revenue forecast for next 3 years

- History of traction with customers (MOUs, LOIs, P.O.s) and / or investors – existing and targeting for closing
- Size of client/user base, reference client/project
- Market Potential – 1 slide
- Target market description and characteristics of the key competitive advantages
- Competitive Landscape – 1 slide
- Solution Outline / End application and technology – 3 slides
- High-level solution architecture
- Solution USP
- Solution development roadmap & key challenge(s)
- Details of the Arm IP that will be targeted for use in the end product
- Strategy/Business Growth Roadmap – 1 slide
- Societal, environmental or economic impact of the company's product – 1 slide
- Funding History – 1 slide

Your video recording of your company's elevator pitch must be no longer than a 10-minutes and we recommend it is provided as an unlisted video on YouTube. It should include:

- Who are you and what is your startup idea?
- What is the problem your solution addresses?
- Why do you feel your business has the greatest chance of commercial success?
- System-on-chip Solution / Product family plan and projected timeline
- What does access to Arm technology mean to your company (e.g. what benefits does it bring)?

Limit one (1) Entry permitted per Participant. Entries in excess of this limit will be disqualified. All Entries and related information must be submitted in English. By participating, Participants agree to these Official Rules, which are final and binding in all respects. Entries generated by script, macro, or other automated means are void and may cause disqualification. Organizer and/or Sponsor reserve the right, in their reasonable discretion, during or upon completion of the Promotion Period, to request that any Participant resubmit their Entry which fails to comply with the Promotion entry requirements. Entries must be completed and submitted by one company. If multiple individuals or companies attempt to complete and submit an Entry for the same Participant, such Entry, Participant and the applicable entrants will be disqualified.

Entries not properly entered into the Promotion will not be acknowledged. Proof of entry does not constitute proof of receipt by Organizer and/or Sponsor. Entries must be received by Organizer and/or Sponsor during the Promotion Period. Only eligible Entries actually received by Organizer and/or Sponsor in accordance with the timing requirements set forth above will be eligible to win. Organizer and/or Sponsor is not responsible for (i) inaccessible, lost, late, misdirected, mutilated, damaged, irregular, altered, counterfeit, fraudulent, incomplete, or illegible Entries, which are void, or (ii) any computer-related, online, telephonic, or technical malfunctions that may occur. Illegible, unintelligible, inaccessible, non-public, incomplete, garbled, or mutilated Entries will be disqualified. Organizer and/or Sponsor reserves the right, in their sole discretion, to disqualify any Entries not in compliance with these Official Rules.

- 4. Winning by Contest.** A winner will be determined by the judging panel based on the criteria described below. In the event that there is a tiebreaker, a winner will be selected by independent random drawing from all eligible Entries. Odds of winning will depend on the number of entries.

The judging panel consists of members of both Silicon Catalyst and Arm.

1. **Sean Redmond, Managing Partner, Silicon Catalyst.** Sean Redmond has nearly 40 years of experience in the semiconductor and software industries. Starting his career as a chip designer, he led two market leading design teams. Firstly in digital stereo sound for television and then the first embedded mobile phone chip with VLSI technology. Sean was VP Europe for Verisity Design Inc, taking them from a standing start to over 160 customer sites throughout Europe in 5 years. He instigated and led the strategic partnership with ARM,

fueling its meteoric rise and successful IPO. Following their acquisition by Cadence, Sean became VP & GM of Cadence EMEA, doubling its business in 3 years. As VP WW Sales and Marketing for ARC, he helped turn its cash flow positive, leading to the eventual sale to Synopsys. In 2010 he founded and has been the CEO of Vertizan Limited, the developer of the Vitaq AI-driven Test Automation tool suite. He is Chairman of a UK semiconductor company, Cascoda Ltd. Sean has recently worked closely with the UK government on industrial digital strategy, co-chairing the ElecTech council and became a core member of the Secretary of State's industrial digital leadership team. Sean has a BSc(hons), MSc EE from Kings College, London and MBA from Henley Management College.

2. **Paul Pickering, Managing Partner, Silicon Catalyst.** Paul Pickering is a passionate advocate for emerging semiconductor and micro-fabrication technologies. His involvement with Silicon Catalyst as an advisor extends back to 2015. Prior to joining, he was the Chief Revenue Officer for Micralyne Inc. based in Edmonton Alberta, Canada. In August 2019, Micralyne was acquired by Teledyne Technologies. Paul served as the Executive VP, Sales and Marketing at Exar Corporation, a public semiconductor company specializing in analog and mixed-signal semiconductor devices. Paul also served as Executive Vice President of Sales and Marketing for Xpedion Design Systems, a venture-backed EDA company that was acquired by Agilent in June 2006. He co-founded two start-up companies and has consulted with numerous other small and large technology companies. Paul is a graduate of West Chester University of Pennsylvania with a Bachelor of Science degree and attended Widener University in Chester, Pennsylvania. He is a recognized speaker at technology conferences and trade events in the semiconductor and MEMS industries.
3. **Gabriella Giuffrida, Senior Business Manager, Arm Flexible Access, Arm.** Gabriella Giuffrida is an experienced business professional and former entrepreneur with over 30 years of international industry experience. She currently manages a portfolio of commercial programs at Arm, including Flexible Access, Flexible Access for Startups, and DesignStart, where her primary focus is to make it simple and easy for new and established Arm partners to get access to industry-proven processor technology and support. Throughout her career, Gabriella Giuffrida has held leadership positions in small and large companies across a range of industries, including technology and higher education. Her expertise in general management and operations leadership has been critical in driving growth and success for these organizations and equipped her with a deep understanding of the challenges and opportunities facing startups in today's fast-paced technology landscape. Gabriella's educational background is equally varied, having studied Economics in Italy, and earned a BSc (Hons) from The Open University and an MBA from Durham University Business School.
4. **Neil Parris, Director of Partner Success and Business Model Enablement, Arm.** Neil brings a wealth of expertise and experience in the semiconductor industry with a strong background in engineering, product development, sales, product management, and commercial roles, spanning over two decades. Neil has worked with many of the largest Arm partners, gaining a deep understanding of the industry and its trends. As a co-developer of the Arm Flexible Access program, Neil has been at the forefront of developing a low-cost, easy-to-use solution for accessing Arm's most popular IP products and tools. This program has enabled businesses to innovate and grow in the industry, and it reflects Neil's commitment to making Arm technology more accessible to all. Neil holds a MEng from the University of Sheffield.

Each submission will be ranked on a scale of 1-5 according to the six criteria listed below, where the maximum points any Participant can receive is 30, and the lowest possible score is 6. The two Participants with the highest scores will be potential winners eligible to receive the prizes.

- Video pitch delivery (e.g. clarity on the product, compelling value proposition)
- Robustness of business plan (e.g. capable team, clear/realistic project timeline, risk mitigation)
- Understanding of target market (e.g. clear target market, addresses the target audience's problem/pain points)
- Solution: IP / patent position, strong performance per watt, innovative/differentiated approach for specialized compute, IP protection

- Commercial viability of the go-to-market plan (e.g. large, attractive market opportunity, traction with customers) and strong, realistic financial projections with an attractive business model/return
 - Wider impact on society, the environment or the economy
5. **Prizes.** The winner will get \$250,000 Arm Technology Credit towards an Arm Flexible Access commercial tape out (valid for up to 3 years). The first runner up will receive a \$150,000 Arm Technology Credit towards an Arm Flexible Access commercial tape out (valid for up to 3 years).

The winner and runner-up will get:

- A free Arm Design Review
- Ticket to Arm's invite-only ecosystem event with a chance to be featured and opportunity to network with Arm's broad portfolio of silicon, OEM and software partners.
- A pitch review session hosted by the Silicon Catalyst Angel investment group

Limit: one (1) prize per Participant. To receive a prize, potential winners are subject to verification, including verification of the requirements for eligibility and any other necessary permissions. On or about June 1, 2024, Arm will attempt to notify the potential winners via the email address provided on the registration form. Potential winners may be required to complete, sign, and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within fourteen (14) days of attempted notification or prize may be forfeited. If a potential winner: (a) does not respond after the first attempted contact from Arm within 48 hours of initial notification attempt, (b) is not in compliance with these Official Rules, (c) does not meet the eligibility requirements, (d) declines the prize, or (e) does not sign and return required documents or provide required identification by the deadlines established by Arm, participant will be disqualified and the prize awarded to an alternative not already deemed a potential winner. Organizer and/or Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of participants. All properly claimed prizes will be awarded, but in no event will Arm award more prizes than are provided for in these Official Rules.

Please allow up to 30 days for delivery of any applicable prize. Delivery is subject to the potential winners providing contact details on request. If a prize is shipped or sent electronically, Organizer and/or Sponsor are not responsible for any prize that is lost, stolen, mutilated, destroyed, misdirected, or undelivered for any reason. Organizer and/or Sponsor will not replace any lost or stolen prize items. The prize is non-refundable, non-transferable, and no cash alternative is available, except in Organizer and/or Sponsor's sole discretion. Arm reserves the right, in its sole discretion, to substitute the prize at any time if the prize advertised is unavailable. Approximate retail value of prizes is based on information provided to Organizer and/or Sponsor as of the date of printing of these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded.

6. **Tax.** Prize winners will be solely responsible for all federal, state, provincial, and/or local taxes, and for any other fees or costs associated with the prize(s) received hereunder, regardless of whether it, in whole or in part, is used.
7. **Publicity.** Except where prohibited by law, Arm may post each winner's name online on the Website and on other Arm-operated websites and social media platforms, including but not limited to Twitter, Google, and Facebook. Submission of an Entry further constitutes permission to Arm to use participant's name, likeness, photograph, voice, opinions, and/or state or country of residence, and any portion thereof for purposes of advertising and trade, in any medium in connection with the Promotion, without further notice, approval, or compensation, unless prohibited by law.
8. **Privacy.** Participants' personal information and data will only be used in accordance with Arm's Privacy Policy. By completing the registration form you acknowledge that you may receive emails from Arm relating to such Promotion and further marketing communications. If you do not want to hear about

future promotions, please notify us at privacy@Arm.com. Any third-party website used but owned independently have their own separate privacy and data collection policies and practices. Any data you provide to these websites will be governed under the terms of their privacy policy. Sponsor has no responsibility whatsoever for the independent actions or policies of these independent sites and is not responsible for content or privacy practices of such websites. If you are verified as a winner, your information may also be included in a publicly-available winner's list.

9. Export Control. Arm's Confidential Information, Arm Technology, and Arm products provided with the Promotion may be subject to U.K., European Union, and U.S. export control and sanctions laws and regulations, including the U.S. Export Administration Regulations ("**EAR**") (hereafter collectively referred to as "**Export Regulations**"). Arm and Participant agree to comply fully with all applicable Export Regulations. Participant agrees that it shall not, either directly or indirectly, use or export in breach of the Export Regulations any Arm Confidential Information, Arm Technology, or Arm products received in connection with the Promotion, nor any direct products thereof: (i) to any country, company or person subject to export restrictions or sanctions under the applicable Export Regulations without required export authorization; or (ii) for any prohibited end use, including, without limitation, nuclear, chemical, or biological weapons proliferation, which at the time of export requires an export license or other governmental approval, without first obtaining such license or approval and without prior written approval from Arm.

a. "**Confidential Information**" means (i) all non-public, proprietary business, technical, legal, and financial information disclosed or learned that Arm has identified as confidential at the time of disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, Participant should reasonably understand was intended to be treated as confidential, and (ii) personal data.

b. "**Arm Technology**" means any technology or material owned, created, or discovered by Arm.

10. Rights in the Entries. Participants must only submit their own content, something that Participant has personally authored or created. If you incorporate anyone else's copyright material in the entry you must ensure you have permission to do so, and that you can grant the licence below in respect of the third-party material incorporated in your entries. By submitting an entry, you confirm, represent, and warrant that you have such permission and that your entry does not infringe or otherwise misappropriate any third party's intellectual property rights, trade secrets, or rights of confidentiality, privacy, or publicity. You warrant that your entry will not contain any libellous, slanderous, defamatory, discriminatory, obscene, indecent, harassing, violent, or threatening material. Organizer and/or Sponsor reserves the right, in their sole discretion, to delete or disqualify any entry without the prior notification to the participant that Organizer and/or Sponsor deems to be inappropriate or otherwise suspected of infringing any third-party rights. Participant acknowledges and agrees that it shall not hold Organizer and/or Sponsor responsible and hereby releases Organizer and/or Sponsor for errors, loss, and damage to any entry outside of their reasonable control.

a. **Participant's Confidential Information.** Organizer and Sponsor shall treat Participant's Entry as Participant's Confidential Information and shall not disclose the Entry to any third parties without Participant's prior written consent. By providing such prior written consent, you grant to Organizer and/or Sponsor a worldwide, non-exclusive, limited, revocable, royalty free licence to use, reproduce, modify, adapt, publish, translate, publicly perform, publicly display and distribute the entry (in whole or in part) for the sole purpose of promoting the Promotion and identifying Participant as a potential winner. Entries must be the original work of the Participant, may not have won previous awards, and may not have been published previously. Should multiple users of the same e-mail account enter the Promotion and a dispute thereafter arise regarding the identity of the Participant, the authorized account holder of said e-mail account at the time of Entry will be considered the Participant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. You

acknowledge that, by acceptance of your entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

11. General Terms and Conditions. By entering and/or participating in the Promotion, each participant confirms that they agree to Arm's [Privacy Policy](#) and [Terms and Conditions of Use](#), which are incorporated into these terms by reference. By entering and/or participating in the Promotion, each participant agrees (a) that participant releases Arm from, and that you shall indemnify, defend, and hold Arm harmless from, any liability resulting from any and all claims, causes of action, costs, losses and damages (whether direct or indirect or consequential), in contract, tort (including negligence) or otherwise, in connection with or otherwise relating to your entry or participation in the Promotion and use of any prize awarded; (b) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Arm reserves the right to cancel, suspend, terminate, or modify the Promotion or any portion of it for any reason, including but not limited to, if fraud, misconduct, or a technical failure destroys the integrity of the Promotion; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Promotion as determined by Arm, in its sole discretion. Sponsor is not responsible for incorrect or inaccurate entry information, including information provided on the registration form, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries. Arm will post notice of its action in such cases on Arm's website. Arm reserves the right, in its sole discretion, to disqualify any person who Arm concludes, in its sole discretion: (e) has tampered or attempted to tamper with the entry process or other operation of the Promotion; (f) has failed to comply with or has attempted to circumvent these Official Rules or does not provide all information required by Sponsor; (g) has committed fraud or attempted to undermine the legitimate operation of the Promotion; (h) has acted toward Arm, or any other participant, in an unfair, inequitable, annoying, threatening, disrupting, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Arm may consider, in its sole discretion, data reasonably available to Arm through information technology systems in Arm's control, but Arm will not be obligated to consider any data or other information collected from any other source. In the event that any Promotion winner is subsequently disqualified from the Promotion for any reasons, Arm, in its sole discretion, may decide whether a replacement winner should be selected in accordance with the selection criteria. Arm also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the administration of the Promotion. By entering the Promotion, you hereby warrant that all information submitted is true, current, accurate, and complete. Arm reserves the right to verify the eligibility of participants and disqualify a participant for submitting false, inaccurate or misleading information.

12. Governing Law and Disputes. The Promotion is governed by English law. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of any participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, English law, without giving effect to the conflict of laws rules thereof. Any failure by Arm to enforce any of these Official Rules will not constitute a waiver of these Official Rules. If there is a conflict between any of these Official Rules and any marketing or entry materials used in connection with the Promotion, these Official Rules will govern.

This Promotion is in no way sponsored, endorsed, or administered by, or associated or affiliated with, Meta (formerly known as Facebook), Instagram, Twitter, LinkedIn, or any other social media or news media platform ("Third Party Platforms"). Any questions, comments, or complaints regarding the promotion should be directed to Arm, not any of the foregoing.

You agree that you release the owners and/or operators of the Third Party Platforms from and agree that such third parties have no liability in respect of, any and all claims, causes of action, costs, losses and damages (whether direct or indirect or consequential), in contract, tort (including negligence) or otherwise, in connection with or otherwise relating to your entry or participation in the promotion.