



MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”), effective as of the last date of signature below (“Effective Date”), is by and between **Silvaco Group, Inc.**, a Delaware corporation with its principal offices at 2811 Mission College Blvd., 6th Floor, Santa Clara, CA 95054, USA (“Silvaco”), and _____, a corporation with its principal offices at _____ (“Company”).

During the Term of this Agreement, the parties may, from time to time, disclose Confidential Information to each other. This Agreement is intended to allow the parties to share their respective Confidential Information while ensuring that such Confidential Information is protected against unauthorized use or disclosure.

1. DEFINITIONS

- 1.1 “**Affiliate(s)**” means any corporation, company or subsidiary (“Entity”) which controls, is controlled by or under common control with a party, where “control” means direct or indirect ownership or control of fifty percent (50%) or more of such Entity’s assets or equity, and said Entity shall be an affiliate of the respective party only as long as such ownership or control exists.
- 1.2 “**Confidential Information**” means any verbal, written, graphic or machine-readable information disclosed by either party (“Disclosing Party”), directly or indirectly, to the other party (“Receiving Party”), which (i) if in tangible form (including, but not limited to documents, prototypes or samples) is clearly marked as “Confidential”, “Proprietary” or in a manner which indicates its confidential nature; or (ii) if disclosed verbally or by visual inspection, is designated as confidential at the time of disclosure and summarized in a writing marked as “Confidential” (or a similar designation), and provided to Receiving Party within thirty (30) days of such disclosure (“Interim Period”). Disclosed information shall be treated as confidential during the Interim Period.
- 1.3 “**Personnel**” means employees, contractors, professional advisors, consultants and/or agents of either party, including if applicable, Personnel of Affiliates of such party.
- 1.4 “**Term**” means the duration of this Agreement, which commences on the Effective Date and expires three (3) years thereafter.

2. OBLIGATIONS

- 2.1 Receiving Party shall not use any Confidential Information of Disclosing Party for its own use, or for any purpose other than to further the authorized purpose of this Agreement. Receiving Party shall (i) treat Confidential Information of Disclosing Party with the same level of care (but in no event less than reasonable care) that Receiving Party treats its own confidential information of a similar nature; and (ii) disclose Confidential Information of Disclosing Party only to its Personnel with a need to know in order to carry out the authorized purpose of this Agreement, and such Personnel are subject to confidentiality obligations at least as restrictive as the terms of this Agreement.
- 2.2 Upon discovery, Receiving Party shall immediately notify Disclosing Party of any actual or threatened unauthorized disclosure or loss of Confidential Information. A breach by any of its Affiliates shall be deemed a breach by Receiving Party itself. Receiving Party shall use its best efforts to assist Disclosing Party to mitigate and limit any such breach.

3. **EXCLUSIONS.** Confidential Information of Disclosing Party excludes the following, provided that Receiving Party can document: (i) through no breach of Receiving Party's obligations hereunder, is already in the public domain at the time of disclosure, or is publicly released subsequent to disclosure; (ii) is legitimately in Receiving Party's possession at the time of disclosure; (iii) is independently developed by Receiving Party without use or reference to Confidential Information of Disclosing Party; (iv) has been disclosed pursuant to a court order or a government agency, as set forth in Section 4 below; or (v) prior to disclosure by Disclosing Party, was legitimately obtained by Receiving Party from a third party with the right to disclose.
4. **COMPELLED DISCLOSURES.** Any disclosure made in response to a valid order by a court of competent jurisdiction or other governmental body with jurisdiction shall not be deemed a breach of this Agreement. If not prohibited by such order, Receiving Party shall promptly notify Disclosing Party in writing, and reasonably cooperate with Disclosing Party so as to enable Disclosing Party to contest or limit such disclosure.
5. **INJUNCTIVE RELIEF.** Receiving Party agrees that any breach of this Agreement may cause Disclosing Party irreparable damage which may be difficult to ascertain due to the unique nature of the Confidential Information. Accordingly, Receiving Party agrees that Disclosing Party shall have the right to seek injunctive relief under this Agreement, without the necessity of proving actual damages or posting bonds, in addition to any other relief as may be granted by a court of competent jurisdiction.
6. **OWNERSHIP.** Confidential Information of the Disclosing Party is, and shall remain, the sole and exclusive property of Disclosing Party.
7. **NO RIGHTS GRANTED.** Receiving Party acknowledges and agrees that nothing in this Agreement, nor any disclosure by Disclosing Party, shall be construed as granting any intellectual property rights, by license or otherwise, to any Confidential Information of Disclosing Party, or to any invention, patent, copyright, trademark, or other intellectual property that has issued or may issue, based on such Confidential Information of Disclosing Party.
8. **INDEPENDENT DEVELOPMENT.** Subject to Receiving Party's confidentiality obligations hereunder, nothing herein shall be construed (i) to limit Receiving Party's right to independently develop information, materials, technology, other products or services (collectively, "Products") that may be similar to Confidential Information of Disclosing Party; or (ii) as a representation or inference by Receiving Party that it will not develop, or have developed for it, Products which compete with the Confidential Information of Disclosing Party.
9. **NO MODIFICATION.** Receiving Party shall not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in Confidential Information of Disclosing Party.
10. **NO REPRODUCTION.** Confidential Information of Disclosing Party shall not be reproduced in any form except as strictly required to carry out the authorized purpose of this Agreement. Any reproduction by Receiving Party of any Confidential Information of Disclosing Party shall remain the property of Disclosing Party, and shall contain all confidential or proprietary notices or legends which appear on the original.
11. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Upon written request or the termination of this Agreement, all tangible materials relating to Confidential Information of Disclosing Party (and all copies thereof) in the possession of Receiving Party shall either be promptly returned or, if destroyed at Disclosing Party's written request, shall be so certified by an authorized representative of Receiving Party.
12. **NO THIRD PARTY CONFIDENTIAL INFORMATION.** Neither party shall disclose to the other party any confidential information of a third party.
13. **NO WARRANTY.** All Confidential Information is provided "AS IS", without any warranty, express, implied or otherwise, regarding its accuracy or performance. All warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, title and non-infringement, are hereby expressly disclaimed.

- 14. EXPORT RESTRICTIONS.** Any software and other technical information disclosed under this Agreement may be subject to restrictions and controls imposed by the Export Administration Act, Export Administration Regulations and other laws and regulations of the United States and any other applicable government or jurisdiction, as enacted from time to time ("Acts"). The parties shall comply with all restrictions and controls imposed by the Acts.
- 15. SURVIVAL.** Receiving Party's confidentiality obligations following the termination or expiration of this Agreement shall continue for five (5) years from the date of disclosure.
- The foregoing notwithstanding, Confidential Information which (i) consists of source code, RTL, netlists or other data similar in character to the foregoing; or (ii) meets the definition of a "trade secret" under applicable law, shall be held in confidence until such time that such information, through no action or inaction of Receiving Party, falls under one of the applicable exclusions of Section 3 above.
- 16. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles on conflicts of laws. Any dispute under this Agreement may be brought in the state and federal courts located in Santa Clara County, California, USA, and the parties hereby consent to the personal jurisdiction and venue of said courts.
- 17. AMENDMENT; WAIVER.** No term or provision of this Agreement may be amended without the parties' prior written consent. Any signed amendment or waiver shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of any term hereof by such party.
- 18. SEVERABILITY.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision, within the limits of applicable law or court decisions.
- 19. NO ASSIGNMENT.** This Agreement may not be assigned without the parties' written consent. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon the successors and assigns of the respective party.
- 20. INDEPENDENT CONTRACTORS.** The parties agree that they are independent contractors, and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking.
- 21. NOTICES.** All notices required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and shall be deemed given (i) upon personal delivery, or (ii) upon delivery of electronic transmission; or five (5) days after deposit via courier or mail.
- 22. INTEGRATION.** This Agreement expresses the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior proposals, agreements, representations and understandings.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representatives as of the Effective Date.

SILVACO GROUP, INC.

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

