

**CALIFORNIA-PACIFIC-NORTHWEST
AI HARDWARE MICROELECTRONICS COMMONS
HUB MEMBERSHIP AGREEMENT
FOR
HUB MEMBERS**

THIS MEMBERSHIP AGREEMENT (“Agreement”) is made as of the last date of signature below (“Effective Date”) by and between The Board of Trustees of the Leland Stanford Junior University (“Stanford”) on behalf of the California-Pacific-Northwest AI Hardware Microelectronics Commons Hub (“Northwest-AI-Hub” or, simply, the “Hub”), having a location at 485 Broadway, Floor 3, Redwood City, CA 94063-3136, and _____ a _____ having a location at _____ (“Hub Member”).

WHEREAS, the Hub was conceived to create an infrastructure of physical and virtual facilities with the mission to serve regional and national needs for lab-to-fab translation of artificial intelligence (AI) hardware technologies; and

WHEREAS, Hub Member is an academic, industry, government laboratory, or non-profit organization that conducts research in the area of AI hardware and would like to contribute to the goals of the Hub.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Stanford and Hub Member agree as follows:

1. DEFINITIONS

1.1 “Hub Agreement” is defined as the Membership Agreement; Exhibit A, the Hub Management Plan; Exhibit B, the Hub IP Management Plan; and Exhibit C, the Hub Non-Disclosure Agreement (NDA).

1.2 “Academic Member” means a university, non-profit organization, Department of Energy (DOE) National Laboratory, or other US government entity. The membership fee for Academic members is waived.

1.3 “Industry Member” is defined as a Small Business Member, a Medium Business Member or a Large Business Member, where each is defined as:

(a) “Small Business Member” is an Industry Member that has a) fewer than 60 employees *or* less than USD \$3,000,000 in annual gross receipts, and b) pays a one thousand dollar (USD \$1,000) annual membership fee during a Participation Period.

(b) “Medium Business Member” is an Industry Member that has a) more than 60 but fewer than 250 employees *and* more than USD \$3,000,000 but less than USD \$50,000,000 in annual gross receipts, and b) pays an five thousand dollar (USD \$5,000) annual membership fee during a Participation Period.

(c) “Large Business Member” is an Industry Member that has a) more than 250 employees *or* more than USD \$50,000,000 in annual gross receipts, and b) pays a ten thousand dollar (USD \$10,000) annual membership fee during a Participation Period.

1.4 “Participation Period” is defined as the period of time during which an Academic Member or an Industry Member is a member of the Hub:

(a) The Participation Period for an Academic Member starts on the Effective Date of the Hub Agreement that is signed between the Academic Member and Stanford, and ends upon the expiration of the Term (as defined below) or ninety (90) days after the date on which the Academic Member has been excluded or withdrawn from the Hub in accordance with Section 5, whichever occurs first.

(b) The Participation Period for an Industry Member starts on the Effective Date of the Hub Agreement that is signed between the Industry Member, provided the Industry Member has paid the annual membership fee, and ends upon the expiration of the Term or ninety (90) days after the date on which the Industry Member has been excluded or withdrawn from the Hub, in accordance with Section 5 of this Agreement.

2. CONDITIONS OF MEMBERSHIP

2.1 Hub Member is a member of the Hub as of the Effective Date of this Agreement provided all membership fees have been paid (if applicable).

2.2 A Hub Member may be eligible to receive Hub funding and/or services to be used to further research in the area of AI hardware. Such funding and/or services will be documented in a separate agreement between Stanford and Hub Member.

2.3 Hub Member agrees to the terms of Exhibit A, Hub Management Plan, which are hereby incorporated by reference.

2.4 Hub Member agrees to the terms of Exhibit B, Hub IP Management Plan, which are hereby incorporated by reference.

2.5 Hub Member agrees to the terms of Exhibit C, Non-Disclosure Agreement (NDA) which is hereby incorporated by reference.

3. MEMBERSHIP FEES FOR INDUSTRY MEMBERS

Industry Members will remit payment for the annual membership fee within thirty (30) days of execution of this Hub Agreement, and annually thereafter, if they wish to remain a Hub Member. Payments should be remitted to the address below:

Attn: Alicia Middleton
Stanford University
350 Jane Stanford Way
Packard Building, Room 229
Stanford, CA 94305-4020
Tel: (650) 723-5137
Email: amiddlet@stanford.edu
Ref: SPO #290856 (RRA-_____)

4. SIMILAR RESEARCH

Nothing in this Agreement will be construed to limit the freedom of Stanford or the Hub Member from engaging in similar research made under other grants, contracts, or research agreements with third parties.

5. USE OF MARKS AND PUBLICITY

Hub Member will not identify the Hub, or any individual Hub Member(s) in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of a party or its entities, whether registered or not, or use the name, title, likeness, or statement of the other party's employee, faculty member, board member, trustee, volunteer, or student, without the Hub's or the other party's prior written consent. Any use of the Hub's or another party's name shall be limited to statements of fact and shall not imply endorsement of products or services.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall be effective upon the Effective Date and shall be valid for an initial term of one (1) year provided all applicable membership fees are fully paid up ("Initial Term"). This Agreement will automatically renew for an additional one (1) year ("Renewal Period") upon the expiration of the Initial Term, provided any applicable membership fees have been paid and all other conditions of participation in the Hub have been satisfied. The Initial Term together with the Renewal Period shall constitute the "Term" of this Agreement.

6.1.1 Termination. Other than by expiration of the Term, the participation of a Hub Member can be terminated by way of exclusion or by withdrawal.

6.1.1.1 Exclusion. Stanford may exclude Hub Member from the Hub, in consultation with other Hub Members (excluding the Hub Member concerned), when it reasonably determines that such party is in material breach of the Hub Agreement and such breach has not been cured within a period of thirty (30) calendar days after Stanford has provided written notice of such breach to the party concerned, or which cannot reasonably be cured (in which case no cure period is required).

6.1.1.2 Withdrawal. Hub Member may decide to withdraw from the Hub at its sole discretion by providing Stanford no less than thirty (30) days advance written notice thereof.

6.1.2 If an Industry Member has withdrawn from the Hub or their Hub Agreement has been terminated by way of exclusion, the annual membership fees paid to date, or any portion thereof, are non-refundable.

6.2 Survival. Sections 3, 4, 5, 6, and Exhibits B and C will survive termination of this Agreement.

7. GENERAL

7.1 Binding Effect; Assignment. Neither party may assign or delegate its rights or obligations under this Agreement without the express written consent of the other party.

7.2 Notices. Any notice or communication required or permitted to be given hereunder will be in writing and, except as otherwise expressly provided in this Agreement, will be deemed given and effective (i) when delivered personally or (ii) when received if sent by email, overnight courier, or mail:

To the Hub:

Office of Research Administration
Stanford University
485 Broadway, Floor 3
Redwood City, California 94063-3136
Tel: 650-725-2525
Email: osr_intake@stanford.edu
Ref: SPO #290856 (RRA-_____)

To Hub Member:

[OFFICE]
[NAME]
[ADDRESS 1]
[ADDRESS 2]
Tel :
Email :

Cc:

H.S. Philip Wong
Chair
Northwest-AI-Hub
Allen Building
420 Via Palou, Room 312X
Stanford University
Stanford, CA 94305-4014
Tel: (650) 725-0982
Email: hspwong@stanford.edu
CC: cpchang1@stanford.edu

Cc:

[NAME]
[TITLE]
[ADDRESS 1]
[ADDRESS 2]
[ADDRESS 3]
Tel:
Email:
CC:

7.3 Headings. Headings included herein are for convenience only, and will not be used to construe this Agreement.

7.4 Relationship of Parties. For the purposes of this Agreement, each party will be, and will be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party will have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other party, except as explicitly provided for herein or authorized in writing.

7.5 Severability. If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

7.6 Force Majeure. Neither party will be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond a party's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, pandemics, thefts, or other such occurrences.

7.7 Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the parties relating to membership in the Hub, and any and all prior or contemporaneous negotiations, representations, agreements and understandings are superseded hereby. No amendment or change to this Agreement may be made except by means of a written document signed by duly authorized representatives of the parties.

7.8 Electronic Signatures. The parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

7.9 Counterparts. This Agreement and any amendment to it may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement.

7.10 Applicable Laws. Each party agrees to comply with all applicable laws and regulations, in connection with its performance of any actions under the Hub Agreement.

7.11 Dispute Resolution. The parties shall endeavor to settle any dispute, controversy or claim arising out of or related to this Agreement, or the interpretation, application, breach, termination, or validity thereof, by amicable settlement. Each of the parties involved in the dispute, controversy or claim may elect to escalate such dispute, controversy or claim to the Executive Committee for amicable resolution. All disputes, controversy or claims arising in connection with this Agreement which cannot be settled amicably shall be finally and exclusively resolved by the courts in the jurisdiction of the State of California, Santa Clara County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**THE BOARD OF TRUSTEES OF
THE LELAND STANFORD JUNIOR
UNIVERSITY for the
NORTHWEST-AI-HUB**

HUB MEMBER

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

HUB MANAGEMENT PLAN

1. DEFINITIONS

1.1 “Call for Topics” is defined as the annual call for topics posted by NSTXL on behalf of the government on their Microelectronics Commons opportunity page.

1.2 “Call for Projects” is defined as the annual call for proposals posted by NSTXL on behalf of the government on their Microelectronics Commons opportunity page. The Hub can submit up to fifteen (15) proposals total per year.

2. GOVERNANCE

2.1 The Hub will be managed by an **Executive Committee**, which will be composed of a chair, a co-chair, and an individual affiliated with the Member as selected by the chairperson at his/her discretion.

2.2 The Executive Committee will meet monthly, either in person or by teleconference. The Executive Committee will oversee Hub management, including budget, staff, users, projects, agreements, and government interface.

2.2 The Executive Committee has appointed a chairperson, Professor H.S. Philip Wong and co-chairperson, UC Berkeley Professor Tsu-Jae King Liu, who will steer the Executive Committee.

2.3 Under the guidance of the Executive Committee, the **Hub Central Office (HCO)** will lead the day-to-day Hub operations, including soliciting whitepapers in response to the government’s Call for Topics and Call for Projects for the Microelectronics Commons, implementing a white paper vetting process, monitoring awarded projects, facilitating the timely delivery of project milestones, managing IIA and IP disclosures as defined in Exhibit B, assisting with service requests, and maintaining the Hub website.

2.4 The **Executive Director** of the Hub Central Office reports to the chair of the Executive Committee and serves as the liaison to all Hub participants and external users, as well as oversee compliance and lead the preparation of government review materials. The Executive Director will meet with the chair of the Executive Committee regularly, attend the regular Executive Committee meeting, and organize monthly Hub partner meetings.

2.5 The Hub will be guided by an **Internal Advisory Board** which will consist of key Hub partners and major users. The Internal Advisory Board will meet quarterly to ensure Hub objectives are met.

2.6 The Hub will also be guided by an **External Advisory Board** which will consist of academic and industry leaders, leaderships from other Hubs, as well as representatives from the government and National Security Technology Accelerator (NSTXL). The External Advisory Board will meet annually to advise the Hub. This meeting will coincide with one of the Internal Advisory Board meetings.

3. HUB ACCESS

The Hub will have a single access model for all Hub Members through the Hub website. Hub Members will be expected to register with the Hub via the Hub website.

4. CALL FOR TOPICS PROCESS

4.1 The Hub will collect and submit all responses received from Hub Members to the government's Call for Topics.

4.2 Hub Members will submit their topics to the Hub Executive Committee via the Hub website.

5. CALL FOR PROJECTS PROCESS

5.1 The Hub will collaborate with Hub Members to develop responses to the government's Call for Projects.

5.2 After each Call for Projects from the government is released, the Hub will gather 2-page whitepapers from Hub Members. Whitepapers will 1) describe the technical scope of work to be pursued, 2) provide a budget, 3) address specifically how the Hub Member intends to leverage Northwest-AI-Hub and broader Microelectronics Commons capabilities, and 4) specify how the Hub Member will meet government objectives.

5.3 The Hub will convene a technical committee consisting of the Executive Committee members and additional ad hoc members to evaluate whitepapers received from Hub Members, and ultimately, will submit project proposals to the government.

5.4 Awarded projects will be documented in a separate agreement between Stanford and the respective Hub Member(s).

6. MONITORING EXISTING AWARDS

The Executive Committee is responsible for monitoring the progress of awarded projects through the operations of the HCO and to ensure timely delivery of project milestones and filing of required reports and disclosures to the government.

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EXHIBIT B

HUB INTELLECTUAL PROPERTY MANAGEMENT PLAN

1. DEFINITIONS

Unless otherwise defined, capitalized terms used hereunder shall have the same definition as that which is ascribed to the term under the Agreement.

1.1 “Participating Researcher” is defined as an individual who is performing Hub Work for a Hub Member.

1.2 “Hub Work” is defined as any work, research, or activity performed by one or more Participating Researchers within the scope of a project funded by the Hub.

1.3 “Intellectual Property” is defined as patentable or copyrightable inventions, developments, discoveries, methods, techniques, formulae, algorithms, data, processes, or mask works, but excluding trade secrets.

1.4 “Hub IP” is defined as all Intellectual Property conceived or developed by one or more Participating Researchers in the performance of Hub Work.

1.5 “Background IP” is defined as Intellectual Property conceived or developed prior to or independent of work funded by the Hub in which a Participating Researcher is a named inventor and is necessary to practice Hub IP. Hub Members requesting Hub funding, shall notify the Hub of any Background IP that may be used in the performance of the Hub Work at the time of submitting a project for Hub funding or during the performance of Hub Work. The Hub will consider the Background IP in determining whether to provide or to discontinue funding for the Hub Work.

1.6 “Inventing Party” is defined as the organization whose Participating Researcher is an inventor or creator of Intellectual Property.

1.7 “Technology Transfer Office” is defined as an organization, such as a non-profit organization or a foundation, or a division or department, of a Hub Member that engages in transferring technology on behalf of the Hub Member.

2. HUB INTELLECTUAL PROPERTY INVENTORSHIP AND OWNERSHIP

2.1 Inventorship of Hub IP will be determined in accordance with applicable U.S. patent and copyright law. Ownership will follow the applicable policies of the Inventing Party.

2.2 Unless otherwise agreed to by the Participating Researchers in a separate written agreement, Hub IP developed jointly by Participating Researchers of more than one Hub Member shall be jointly owned; each owner will have an undivided interest in such Hub IP.

3. HUB INTELLECTUAL PROPERTY MANAGEMENT

3.1 Each Technology Transfer Office will manage its solely owned Hub IP in accord with its own policies on licensing, including contract management, licensing income allocations, and reporting.

3.2 Each Hub Member agrees that if it is an owner of jointly owned Hub IP, it will establish in good faith an Inter-Institutional Agreement (IIA) under which one of Hub Members will manage the jointly owned Hub IP on behalf of the joint owners. Such IIA shall be a legally binding contract and will specify the details of how jointly owned Hub IP will be managed, the sharing of any Hub IP-related costs, and the allocation of any royalty income.

3.3 Each Hub Member will require its Participating Researchers to report all Hub IP to its Technology Transfer Office (or equivalent office). The Technology Transfer Office, or its equivalent, will promptly disclose all Hub IP to the Hub Members under appropriate terms of confidentiality, as required.

3.4 Each Hub Member has the discretion whether or not to file for patent protection for Hub IP disclosed by its Participating Researchers. Likewise, each Hub Member can decide how to protect and license rights to copyrighted works, e.g., licensing source code commercially or through open source or executable code only, taking into account the strategy needed to ensure rapid uptake, commercialization and deployment.

4. LICENSING OF HUB INTELLECTUAL PROPERTY

4.1 License Option. To the extent it is legally able to do so and subject to any third party rights, the owning Academic Member(s) of any Hub IP agree to grant to eligible Industry Members an option to negotiate non-exclusive licenses for the commercial use of such Hub IP according to the terms of this IP Management Plan. Any option available to an Industry Member under this IP Management Plan must be exercised by the Industry Member within ninety (90) days from receipt of a disclosure of Hub IP.

4.2 License Eligibility. To be eligible for such a grant of rights, an Industry Member must be a Member of the Hub and the Hub IP must have been created or developed during the Industry Member's Participation Period. An Industry Member is eligible for an option to negotiate a non-exclusive license in a field of use, without the right to sublicense, in exchange for reimbursement of a pro-rata share of patent filing costs at the time the costs are incurred.

4.3 Regardless of the level of membership, each eligible Industry Member shall notify the Technology Transfer Office of the owning Academic Member in writing that it desires to exercise its option to negotiate a license to such Hub IP. This notice shall be mailed, faxed or emailed to the Technology Transfer Office within ninety (90) days after the Industry Member receives notice of such Hub IP.

4.4 All licenses will be negotiated in good faith using applicable industry standards within six (6) months from Industry Member's written notification to the owning Academic Member(s) of its desire to enter into a license agreement. If a license agreement cannot be negotiated within the six (6) month period, then the right to such a license will terminate, unless extended by mutual consent. The license agreement may include field of use limitations, and development and diligence obligations consistent with the field of use to ensure prompt commercialization of the invention within that field of use. If the Industry Member fails to meet the development and diligence requirements, it will be given a reasonable opportunity to comply (i.e., if the company demonstrates that it has devoted adequate resources in a competent manner to the commercialization effort, the Technology Transfer Office may negotiate alternative development and diligence requirements). The owning Academic Member(s) may, at its sole discretion, negotiate terms of a license that allows a licensee to sublicense the Hub IP to third parties.

4.5 All licenses granted to Hub IP are subject to overriding obligations to the United States Federal Government under 35 U.S.C. §§200-212 (Bayh-Dole Act), including any applicable regulations, including a non-exclusive, non-transferable, irrevocable, paid up license to practice or have practiced the Hub IP for or on behalf of the United States Government throughout the world, and any applicable management and operating contracts the owning Hub Member(s) are operating under.

4.6 Hub Members retain the right to license their Hub IP to third parties.

4.7 Academic Members retain the right on behalf of themselves and all other non-profit and government research institutions to practice Hub IP for noncommercial educational and research purposes, including sponsored research and collaborations.

5. DISTRIBUTION OF LICENSING REVENUE

Each Hub Member will apply its policies regarding the distribution of licensing revenue, subject to any agreement in an inter-institutional agreement between two or more Hub Members for any jointly owned Hub IP.

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EXHIBIT C

HUB LIMITED NON-DISCLOSURE AGREEMENT (NDA)

1. Purpose: The purpose of this limited NDA is to protect a Hub Member's confidential disclosure of information made to the Hub by either of the following means:
 - a. Providing information to the Hub in response to a Call for Projects or Call for Topics; or
 - b. Disclosing an invention that arises from the performance of a research funded by the Hub.
2. Definitions:
 - a. "Discloser" means the Hub Member that is disclosing Confidential Information to the Hub.
 - b. "Recipient" means the organization receiving Confidential Information under this NDA.
3. "Confidential Information" means information disclosed in written, printed, electronic, or other tangible form and plainly marked by the Discloser as Confidential Information; or disclosed in another manner and identified as business sensitive or proprietary at the time of disclosure, and summarized and designated business sensitive or proprietary in a written memorandum delivered to Recipient within thirty (30) days of the disclosure; in which case the information contained in the summary (not information contained solely in the non-tangible disclosure) shall be subject to the restrictions herein.
4. Recipient shall:
 - a. Protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own confidential information.
 - b. Not disclose the Confidential Information to any third party without the written consent of the Discloser.
 - c. Restrict disclosure of the Confidential Information to its employees, contractors, or Affiliates who have a need to know the same, who are bound by the terms and conditions of this Agreement, or who are under a duty to protect the Confidential Information under terms and conditions of confidentiality that are at least as stringent as those contained herein. "Affiliate" means any legal entity that is controlled by the Recipient or that controls the Recipient. An entity is deemed to "control" another entity if it owns directly or indirectly at least fifty percent (50%) of the ownership that entity.
 - d. Not remove the restrictive markings from any of the Confidential Information.
5. This NDA imposes no obligation upon a Recipient with respect to Confidential Information that: (i) was in the Recipient's possession before the receipt from Discloser; (ii) is or becomes a matter of public knowledge through no fault of the Recipient; (iii) is rightfully received by the Recipient from a third party without a duty of confidentiality; (iv) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (v) is independently developed by the Recipient; or (vi) is available to the public under operation of Law.

6. No license to a Recipient, under any patent, trademark, copyright, mask work or any other intellectual property right, is either granted or implied by the conveying of Confidential Information to the Recipient. None of the Confidential Information which may be disclosed or exchanged under this NDA shall constitute any representation, warranty, assurance, guarantee or inducement to any Recipient of any kind, and, in particular, with respect to the non-infringement of patents or any other intellectual property rights or other rights of third parties or of the Recipients hereto.

7. Confidential Information disclosed under this NDA shall not constitute nor imply any promise or intention to make any purchase of products or services by any Recipient, or any commitment by any Recipient with respect to the present or future marketing of any product or service.

8. Upon termination or expiration of this NDA as to any Recipient, such Recipient will, within a reasonable period of time thereafter and upon receipt of a written request to do so by the Discloser or the Hub, return to such Discloser all Confidential Information received from that Discloser under this NDA and copies made thereof, or certify by written memorandum that all such Confidential Information has been destroyed; provided, however, that the terminating Recipient may retain an archival copy to be used only in case of a dispute concerning this NDA.

9. Discloser certifies that the information disclosed does not contain export control-listed technology or technical data identified on any US export control list, including the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 121. In the event a Discloser intends to provide Recipient with export control-listed information, that Discloser will inform the Recipient's export control officer beforehand in writing. The Discloser agrees not to provide any export control-listed information to Recipient without the written agreement of the respective Recipient's export control officer.

10. This NDA shall be in full force and effect for as long as the Hub exists. The termination of a Recipient as a member in the Hub does not constitute termination of this NDA and this NDA will remain in full force and effect until all Disclosers, Recipients and the Hub, collectively, terminate this NDA in writing. However, the obligations undertaken by a Recipient with respect to specific items of Confidential Information received hereunder shall survive until the passage of three (3) years after the date of disclosure regardless of the expiration of the NDA or the termination of a Recipient's membership in the Hub.

11. This NDA will be binding on Recipients, and their employees, contractors, subcontractors, and consultants.

12. The Recipients acknowledge that, with respect to National Laboratory and Federally Funded Research and Development Centers Management & Operating Contractors, this NDA and all Confidential Information received hereunder by said Recipients, may be transferred to their respective successor contractors if the Management & Operating Contracts are terminated.

13. The Parties do not intend that any joint venture, agency or partnership relationship be created between them by this NDA.

14. Amendments or changes to this NDA must be in writing and signed by the parties' authorized representatives.

15. The parties to this NDA agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this NDA in a court of law based solely on the absence of an original signature.

16. This NDA and any amendment to it may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement.

17. INFORMATION EXCHANGED UNDER THIS NDA IS PROVIDED ON AN "AS IS" BASIS WITH NO EXPRESS OR IMPLIED WARRANTIES, except that the Discloser warrants that it has the right to disclose. Neither party assumes any responsibility whatsoever with respect to the accuracy or sufficiency of such information.

18. This NDA shall be governed, adjudicated and interpreted in accordance with the applicable laws of the State of California and of the United States of America without regard to conflict of laws provisions.

19. This NDA represents the entire agreement and understanding between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

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