

CONCILIATION AGREEMENT

Between

The U. S. Department of Labor
Office Of Federal Contract Compliance Programs

and

SambaNova Systems Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated SambaNova Systems Inc. (SambaNova) located at 2200 Geng Rd., Ste 100, Palo Alto, CA. OFCCP found that SambaNova failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 793 (Section 503) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 (VEVRAA), and their respective implementing regulations at 41 CFR Section(s) 60-741 and 60-300.

OFCCP notified SambaNova of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on March 28, 2023.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and SambaNova enter into this Conciliation Agreement, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for SambaNova's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if SambaNova violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review SambaNova's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. SambaNova will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves SambaNova of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other

applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. SambaNova agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after SambaNova submits the final progress report required in Section IV, below, unless OFCCP notifies SambaNova in writing before the expiration date that SambaNova has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that SambaNova has met all of its obligations under the Agreement.
10. If SambaNova violates this Agreement:
 - a. The procedures at 41 CFR 60-741.63 and 41 CFR 60-300.63 will govern:
 - i. OFCCP will send SambaNova a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. SambaNova shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If SambaNova is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by SambaNova, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. SambaNova may be subject to the sanctions set forth in 41 CFR 60-741.66, or 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
11. SambaNova does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

1. **Violation:** During the review period of June 1, 2021 through May 31, 2022, SambaNova failed to conduct an evaluation of the effectiveness of its outreach and recruitment efforts that were intended to identify and recruit qualified individuals with disabilities and document the results of such evaluation, as described in 41 CFR 60-741.44(f)(3).

Remedy: SambaNova must conduct and document the results of its evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified individuals with disabilities as described in 41 CFR 60-741.44(f)(3).

2. **Violation:** During the review period of June 1, 2021 through May 31, 2022, SambaNova failed to conduct an evaluation of the effectiveness of its outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans, and document the results of such evaluation, as described in 41 CFR 60-300.44(f)(3).

Remedy: SambaNova must conduct and document the results of its evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans as described in 41 CFR 60-300.44(f)(3).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** SambaNova agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS), job applications and personnel records, and any other records or data used to generate the required reports. SambaNova agrees to retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

SambaNova agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report: Due on January 31, 2024, covering the period of Effective Date through December 31, 2023

Documentation of SambaNova's evaluation of each outreach effort intended to identify and recruit individuals with disabilities and protected veterans during the reporting period, including the specific criteria used to evaluate the effectiveness of each effort and SambaNova's conclusion as to whether each effort was effective. Also, a list of alternative efforts SambaNova implemented where outreach and recruitment efforts are deemed not effective.

SambaNova will submit the report electronically to Compliance Officer (b) (7)(C), (b) (6) at (b) (7)(C), (b) (6)@dol.gov. SambaNova and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports SambaNova provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and SambaNova believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, SambaNova will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify SambaNova of the FOIA request and provide SambaNova an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts SambaNova's progress report, as set forth in Part II, Paragraph 9

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above. If OFCCP fails to notify SambaNova in writing within sixty (60) days of the date of the final progress report that SambaNova has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies SambaNova within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines SambaNova has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of SambaNova personally warrants that he or she is fully authorized to do so, that SambaNova has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on SambaNova.

This Agreement is hereby executed by and between the U.S. Department of Labor, Office of Federal Contract Compliance Programs and SambaNova Systems Inc., 2200 Geng Rd., Ste 100, Palo Alto, CA, 94303-3307.

(b) (7)(C), (b) (6)

RODRIGO LIANG
Chief Executive Officer
SambaNova Systems Inc.

DATE: 05/11/2023

(b) (7)(C), (b) (6)

MARVIN R. JORDAN
Director
Phoenix District Office
Pacific Region

DATE: _____