AXELERA AI SOFTWARE AND TOOLCHAIN END-USER LICENSE AGREEMENT

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This End-User License Agreement ("**EULA**") sets out the terms that apply to your access to and use of the software, firmware, compilers, development tools, libraries, runtime environments, toolchains, APIs, and other computer code (collectively, the "**Software**") and Documentation (as defined below) provided by Axelera AI B.V., whether for use with an Axelera AI B.V. physical hardware product (the "**Product**") or in hosted or cloud development environments.

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1.1 **License Grant.** Subject to your ongoing compliance with this EULA, Axelera grants you a non-exclusive, non-transferable, non-sublicensable (except as expressly provided in Clause 1.1(e)), revocable license to:

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(b) modify and create derivative works of source code files, only where human-readable, non-obfuscated source code is made available by Axelera, solely where necessary to support your use of the Software as set out in Clause 1.1(a) above;

(c) access and use the accompanying technical specifications, user manuals, and developer guides (the "**Documentation**"), to support your use of the Software as set out in Clauses 1.1(a) and (b) above;

(d) install and use any supplementary software code, maintenance releases, patches, or updates of the Software that Axelera may make available from time to time; and

(e) distribute, sublicense, and deploy standalone, compiled models or software applications ("**Outputs**") generated by your use of the Software's compiler and quantization toolchains in accordance with Clauses 1.1(a), (b), (c) and (d) above, provided that such Outputs do not

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2.1 Except as expressly permitted in this EULA or by mandatory applicable law that cannot be contractually waived, you shall not:

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(b) copy the Software or Documentation, except where such copying is incidental to authorized use and for making a reasonable number of machine-readable copies solely for archival, operational security, or disaster recovery purposes;

(c) rent or lease the Software, or offer the Software as a public commercial service bureau or "Compiler-as-a-Service", without prior written consent from us;

(d) modify, adapt, alter, translate, decompile, disassemble, reverse engineer, de-obfuscate, extract abstract syntax trees (AST), or otherwise attempt to derive the underlying source code, microarchitectural structures, or hardware registers of the Software or any portion distributed in object code, bytecode, or obfuscated Python form, except as expressly permitted in Clause 1.1(b) above;

(e) input, upload, ingest, or process any portion of the Software, obfuscated code, intermediate representations (IR), or Documentation into any public or third-party machine learning model, large language model (LLM), automated neural code generator, or artificial intelligence tool for the purpose of reverse-engineering;

(f) remove, alter, or obscure any patent, trademark, copyright, trade secret, or other proprietary notices, digital watermarks, or confidentiality labels affixed to or embedded within the Software or Documentation;

(g) provide, distribute, disclose, or make available the Software in whole or in part (including package files, obfuscated wheels, and intermediate representations) to any third party without prior written consent from Axelera, except as permitted under Clause 1.1(e) above;

(h) use the Software, Documentation, or any architectural representations derived therefrom to design, model, simulate, verify, manufacture, or assist any third party for the

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(i) export, re-export, or transfer the Software in violation of any applicable export control or economic sanctions laws of the European Union, the Netherlands, the United States, or other relevant jurisdictions. Licensee represents and warrants that it is not located in an embargoed destination and is not a denied or restricted party under EU, Dutch, or US export regulations.

2.2 You shall:

(a) include our copyright notice on all entire and partial copies of the Software; and

(b) ensure that the Software and Documentation is used by you and your employees, subcontractors, agents and representatives in accordance with this EULA.

3. INTELLECTUAL PROPERTY RIGHTS AND ARCHITECTURAL DISCLAIMER

3.1 **Ownership.** You acknowledge and agree that all intellectual property rights, titles, and interests in and to the Software and Documentation worldwide (including all patents, copyrights, trade secrets, trademarks, and mask works) belong exclusively to Axelera AI B.V. and its licensors.

3.2 **Trade Secrets.** Software provided in binary, bytecode, or obfuscated source form contains valuable proprietary trade secrets of Axelera. You agree to hold such materials in confidence and not disclose them to any third party.

3.3 **Feedback.** If you provide Axelera with any feedback, suggestions, feature requests or bug reports regarding the Software ("**Feedback**"), you hereby assign all rights, title and interests in such Feedback to Axelera.

3.4 **Architectural and Microarchitectural Disclaimer.** You acknowledge and agree that any functional representations, pipeline abstractions, datapath models, register mappings, hardware intrinsics, loop constructs, or microarchitectural diagrams appearing in the Software, libraries, or Documentation are high-level software abstractions designed solely to facilitate programming. Such abstractions do not constitute quality assurance, a warranty or a representation by Axelera regarding the physical silicon circuitry, hardware timings, or physical implementation of Products.

4. UPDATES AND SUPPORT

4.1 **Updates.** Axelera may (but is not required to) provide you with supplementary software code or updates to the Software incorporating "patches" and correcting errors in the Software. Axelera shall ensure that the Software, including any such updates, operates in accordance with any descriptions Axelera provides and remains compatible with the Product. You are responsible for installing any such updates and, if you fail to do so, Axelera will not be responsible to you if the Software fails to continue to work properly or be compatible with the Product as a result.

4.2 **Support.** Axelera may provide basic developer support through its standard community channels or documentation on a commercially reasonable efforts basis during normal business hours. Dedicated enterprise support services are subject to a separate commercial agreement.

5. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

5.1 **Disclaimer of Warranties.** Except as expressly set out in this EULA and to the maximum extent permitted by applicable law, the Software and Documentation are provided "AS IS" AND "AS AVAILABLE". Axelera does not warrant that the Software or Documentation will be free from errors or operate without interruption, will be suitable for any particular purpose, or will be free from third-party intellectual property claims. You acknowledge that the Software has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software meet your requirements.

5.2 **Consequential Damages Exclusion.** In no event shall Axelera or its affiliates be liable for any loss of profits, loss of data, loss of goodwill, business interruption, hardware downtime or any indirect loss, arising out of or in connection with this EULA or the use or inability to use the Software, even if advised of the possibility of such loss.

5.3 **Monetary Liability Cap.** Axelera's total aggregate liability arising out of or related to this EULA, whether in contract, tort (including negligence), or otherwise, shall be strictly limited to €150.00 (one hundred and fifty Euros).

5.4 **Consumer Protection Exception.** Nothing in this Section 5 excludes, limits or otherwise affects any rights, remedies or liability to the extent that they cannot lawfully be excluded or limited under applicable mandatory law, including applicable mandatory consumer protection law.

5.5 **Affiliates.** Axelera's affiliates may rely on and enforce Clause 5.2 as an irrevocable third-party stipulation within the meaning of Article 6:253 of the Dutch Civil Code.

6. CONFIDENTIALITY

6.1 You undertake that you shall not at any time disclose to any person any confidential information concerning the Software, business, assets, affairs, customers, clients or suppliers of Axelera or of any member of the Axelera group of companies ("**Confidential Information**") except as permitted by Clause 6.2.

6.2 You may disclose the Confidential Information:

(a) to your employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising your rights or carrying out your obligations under or in connection with this EULA. You shall ensure that your employees, officers, representatives, contractors, subcontractors or advisers to whom you disclose the Confidential Information comply with this Section 6; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6.3 You shall not use the Confidential Information for any purpose other than to exercise your rights and perform your obligations under or in connection with this EULA.

6.4 The confidentiality obligations under this Section 6 shall survive any termination or expiration of this EULA for a period of five (5) years, provided that trade secrets shall be maintained in confidence indefinitely.

7. TERMINATION

7.1 **Termination for Cause.** Axelera may terminate this EULA or suspend access to the Software immediately upon written notice if you commit a material or persistent breach of any provision of this EULA and fail to cure such breach within fourteen (14) days of receiving written notice thereof.

7.2 **Effects of Termination.** Upon termination of this EULA for any reason:

(a) all licenses and rights granted to you herein shall immediately cease, other than the license rights set out in Clause 1.1(e);

(b) you must immediately discontinue all use of the Software; and

(c) you must permanently delete, destroy, or return to Axelera all copies of the Software in your possession, custody, or control, and provide written certification of such destruction upon Axelera's request.

8. MISCELLANEOUS

8.1 **Contacting Us**. If you would like to get in touch with us, please contact us by: (a) sending an email to shop@axelera.ai; or (b) writing to us at High Tech Campus 5, 5656 AE Eindhoven. If we have to contact you, we will do so by e-mail to the address you provide when you order the Product.

8.2 **Information About You**. Please read our Privacy Notice to understand how we collect, use and share information about you.

8.3 **Third-Party Rights.** Except as expressly provided in Clause 5.5, this EULA is solely between you and Axelera. No other third party shall have any right to enforce any term of this EULA.

8.4 **Assignment.** You may not assign, sublicense, or delegate any of your rights or obligations under this EULA without the prior written consent of Axelera. Axelera may freely assign its rights and obligations under this EULA in connection with a merger, reorganization, acquisition, or sale of assets.

8.5 **Surviving Provisions.** Sections 2 (Customer Restrictions and Obligations), 3 (Intellectual Property Rights and Architectural Disclaimer), 5 (Limitation of Liability and Disclaimer of Warranties), 6 (Confidentiality), 7.2 (Effects of Termination), and 8 (Miscellaneous) shall survive any expiration or termination of this EULA.

8.6 **Governing Law.** This EULA is governed by the law of the Netherlands and the courts of Amsterdam, the Netherlands, will have non-exclusive jurisdiction over any dispute arising from or related to this EULA. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. This does not, however, if you are a consumer, affect any rights you may have under applicable law in the country where you are resident, including (where applicable) the right to have a dispute in relation to the Products or your use of the Software heard in the courts of that country.

8.7 **Severability.** If any provision of this EULA is held to be invalid or unenforceable, it shall be ineffective only to the extent of that invalidity or unenforceability, and the remaining provisions shall remain in full force and effect.