

## AXELERA SALES TERMS AND CONDITIONS

These general sales terms and conditions (these “**Terms**”) govern the purchase, access, and use of Products (as defined below) by the customer listed on a Quote and/or Purchase Order (hereinafter “**Buyer**”). In order to use or receive the benefits of any Product, Buyer must purchase the applicable Product through acceptance of a Quote issued by Axelera (as defined hereinafter) or submitting a Purchase Order which should be accepted by Axelera, unless specifically agreed upon otherwise in writing. If Axelera AI B.V., a Netherlands private limited company (“**Axelera**”) introduces new Products in the future, such Products will be governed by these Terms.

These Terms may be periodically updated, and the current version will be posted at [www.axelera.ai/legal](http://www.axelera.ai/legal). Buyer’s continued use of the Products after a revised Agreement has been posted constitutes Buyer’s acceptance of its terms.

### 1. DEFINITIONS

1.1 “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law, in equity or otherwise.

1.2 “**Affiliate**” means any entity controlled, directly or indirectly, by, under common control with, or controlling, a party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the party has operational or management control. For the purposes of this definition, “Control” means the power to direct, or cause the direction of, the management and policies of such entity whether by contract, law, or ownership of the majority of the voting shares or assets of another entity.

1.3 “**Claim**” means any Action brought against a Person entitled to indemnification under Section 12.

1.4 “**Effective Date**” means the date on which Buyer accepts a Quote or issues a Purchase Order which has been accepted by Axelera, whichever is earlier.

1.5 “**Estimated Ship Date**” means the estimated ship date for the Products as further described in a Quote or a Purchaser Order, as the case may be.

1.6 “**Intellectual Property Rights**” means all industrial and other intellectual property rights comprising or relating to: (a) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions, and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor’s certificates, petty patents, and patent utility models); (b) Trademarks; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, websites, and URLs; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) all inventions, discoveries, trade secrets, business and technical information, and know-how, databases, data collections, patent disclosures, and other confidential and proprietary information and all rights therein; (f) semiconductor chips, mask works, and the like; and (g) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout in any part of the world.

1.7 “**Laws**” means any and all applicable laws, rules, regulations, and ordinances.

1.8     **“Person”** means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, governmental authority, or any other entity.

1.9     **“Products”** means the hardware, software, and various services as further described in a Quote and/or Purchase Order, as the case may be.

1.10    **“Purchase Order”** means a purchase order placed by Buyer and accepted by Axelera for the purchase of Products under these Terms and the applicable Quote.

1.11    **“Quote”** means a written document issued by Axelera detailing the description, quantity, price, and terms of the products or services to be provided to Buyer.

1.12    **“Software”** means any software, firmware, or other code included by Axelera as part of the Products as delivered to Buyer under these Terms.

1.13    **“Specifications”** means the technical specifications for the Products, as further described in a Quote and/or Purchase Order, as the case may be, for a respective Product, and as may be changed from time to time as set forth in Section 6 below.

1.14    **“Trademarks”** means all rights in and to EU, US, and other trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names, and domain names, and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.

1.15    **“User Documentation”** means end user documentation for the Products specifically designated as such by Axelera and provided by Axelera to Buyer under these Terms.

1.16    **“Warranty Period”** means a period of one (1) year from the delivery of the respective Product to the Buyer.

## 2.     **SCOPE**

2.1     **Products.** The Products and pricing, delivery, specifications, and other terms for such Products will be specified in a Quote and/or Purchase Order, as the case may be.

2.2     **Affiliates.** To the extent any Buyer Affiliate desires to contract with Axelera under these Terms, Axelera agrees that such Affiliates may issue Purchase Orders and be included hereunder, subject to Axelera’s agreement to such Purchase Order. To the extent an Affiliate enters into a Purchase Order, then (a) Buyer will be responsible for the acts and omissions of the Affiliate as though they were Buyer’s and (b) the Affiliate entering into such a Purchase Order will be deemed (other than in the immediately prior sentence) to be included as part of the definition of Buyer (as defined above) with these Terms applicable to such Affiliate as if it was Buyer hereunder.

## 3.     **FORECASTS AND ORDERS**

Purchase Orders placed by Buyer will reflect the commercial terms set forth in the applicable Quote. No Purchase Order will be binding on Axelera until accepted by Axelera and confirmed by delivery of Axelera’s Purchase Order acknowledgment. All Purchase Orders, acceptances, and acknowledgments will be electronically submitted in writing. Except as otherwise specifically permitted under these Terms, any terms and conditions contained or incorporated by reference in purchase orders, acknowledgments, invoices, confirmations or other business forms of either party which add to or differ from these Terms or the applicable Quote shall be of no force or effect whatsoever concerning the subject matter of these Terms, and either party’s failure to object thereto shall not be deemed a waiver of such party’s rights hereunder. Any general terms and conditions of Buyer are expressly rejected by Axelera and shall not apply.

#### 4. SHIPMENT; TITLE AND RISK OF LOSS; ACCEPTANCE

4.1 **Shipment; Title and Risk of Loss.** Unless otherwise stated in a Quote and/or Purchase Order, (a) delivery, title, and risk of loss shall be governed by DAP Incoterms® 2020 to Buyer at the Delivery Location (as defined in the Purchase Order, (b) Axelera will ship Products under accepted Purchase Orders using a method and carrier selected by Axelera and (c) Axelera shall only be obligated to ship the Products once all relevant permits, licences, authorisations, and regulatory approvals required for the manufacture, export, import, and delivery of the Products have been obtained. The Buyer agrees and acknowledges that Axelera shall not be liable for costs, losses, damages, or expenses incurred by the Buyer as a result of any delays in shipment or delivery arising from the failure to obtain, or any delay in obtaining, any such permits, licences, authorisations, or regulatory approvals, whether such permits are required to be obtained by the Seller, the Buyer, or any third party.

4.2 **Acceptance.** Buyer will have three (3) days, unless otherwise set forth in a Quote and/or Purchase Order, following delivery of Products to review and evaluate such Products to assess whether they operate in accordance with the Specifications (the “**Acceptance Period**”). Product shall be deemed accepted if Buyer does not provide written notice of non-conformity within the Acceptance Period.

#### 5. PRODUCT CHANGES AND DISCONTINUANCE

Axelera reserves the right to make changes to the Products and documentation or parts thereof, or to generally discontinue manufacturing or supplying the Products or related documentation; provided that for each kind of Product Axelera seeks to materially modify or discontinue, Axelera must provide Buyer prior written notice of its intention to do so within a jointly established minimum prior notice period (which shall be given no later than the Estimated Ship Date).

#### 6. PRICES AND PAYMENT

6.1 **Product and Upgrade Prices.** Prices for the Products will be as set forth in a Quote and/or Purchase Order. Unless otherwise specified in a Quote and/or Purchase Order, invoices for Products will be issued upon delivery.

6.2 **Taxes.** Prices are exclusive of any tax, value-added tax, fee, duty or governmental charge, however designated (except for taxes on Axelera’s net income and any taxes, fees, duties, or governmental charges based on the laws of the Netherlands). All such taxes or duties will be paid by Buyer and any such taxes or duties required to be paid or collected by Axelera will be paid by Buyer to Axelera unless Buyer provides Axelera with a valid certificate of exemption.

6.3 **Payment.** Terms of payment are net thirty (30) days from the invoice date. All payments are non-refundable (except as otherwise set forth herein) and must be made in Euros or as otherwise stated in a Quote and/or Purchase Order by wire transfer to the bank account specified on the invoice. Axelera reserves the right to withhold shipment if Buyer is delinquent by thirty (30) calendar days in paying any undisputed fees that may be due. Undisputed late payments will bear interest at the rate of the statutory commercial interest rate under Dutch law (*wettelijke handelsrente*) from the date due, or the highest rate permitted by law, whichever is less.

#### 7. ADDITIONAL PRODUCT TERMS

7.1 **Software.** If the Products include Software, the Software will be subject to license and not sale. All such Software will be subject to the terms and conditions set forth in **Exhibit A** and will be used solely as part of the ordinary use of the Product with which it is provided. Buyer will ensure that its end users contractually commit to abide by the terms and conditions set forth in **Exhibit A**. Buyer will not, and will not authorize any third-party to, directly or indirectly modify, disassemble, decompile, translate, reverse engineer, rent, lease, loan, transfer, make copies of or attempt in any other way to derive the Software, except to the extent that such activities may not be prohibited under Laws.

7.2 **Restrictions.** Buyer will not directly or indirectly modify, disassemble, decompile, reverse engineer, make copies of or attempt in any other way to derive the Products without Axelera's prior written consent.

7.3 **No Conflicts.** During the Term, Buyer will not develop or manufacture any chipsets having functionality substantially similar to the Products purchased from Axelera pursuant to these Terms.

7.4 **No Implied Rights.** No rights or licenses are granted to Buyer under these Terms except as expressly set forth herein, whether expressly or by implication, estoppel, reliance, or otherwise, all of which are expressly disclaimed. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED TO AXELERA OR ITS LICENSORS, AS APPLICABLE.

## 8. TERM AND TERMINATION

### 8.1 Termination.

(a) Axelera may terminate these Terms and any other outstanding Quote and/or Purchase Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under a Quote and/or Purchase Order and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, (iv) is confronted to Force Majeure for at least thirty (30) days, or (v) is confronted with a change of Control.

(b) Buyer may terminate these Terms with immediate effect upon written notice to Axelera and receive a refund for pre-paid Products not yet delivered, in the event that Axelera fails to deliver Products within thirty (30) days of the estimated delivery date included in a Quote and/or Purchase Order, provided that such delay is not caused by Force Majeure or Buyer's acts or omissions. SECTION 8.2(B) STATES AXELERA'S ENTIRE LIABILITY AND BUYER'S SOLE REMEDY WITH RESPECT TO ANY LATE DELIVERIES.

8.2 **Survival.** Notwithstanding the termination or expiration of these Terms, Sections 1, 6.3, 7.1-7.4, 8.2, 9, 10 and 11 through 13 (inclusive) shall survive.

## 9. OWNERSHIP

9.1 **Ownership by Axelera.** Axelera and its licensors will retain all right, title, and interest in and to the Products, Software, and user documentation, and all modifications, developments or improvements thereto, and derivative works of any of the foregoing, and any Intellectual Property Rights thereto, and Buyer shall assign and hereby does assign to Axelera all rights, titles and interests in any of the foregoing.

9.2 **Feedback.** During the Term, Buyer may provide Axelera information related to customer satisfaction, product quality, bug reports, errors, or other similar feedback related to the Products ("Feedback"). If Buyer provides any Feedback, Buyer hereby assigns all rights, title, and interest in and to such Feedback for any purpose with no further duty to account to or otherwise compensate Buyer.

9.3 **Prohibited Acts.** Buyer shall not: (a) take any action that interferes with any of Axelera's rights in or to Intellectual Property Rights of Axelera, including Axelera's ownership or exercise thereof; (b) challenge any right, title, or interest of Axelera in or to Intellectual Property Rights of Axelera; (c) make any claim or take any action adverse to Axelera's ownership of Intellectual Property Rights of Axelera; (d) register or apply for registrations, anywhere in the world, for Axelera's Trademarks or any other Trademark that is similar to Axelera's Trademarks or that incorporates Axelera's Trademarks in whole or in confusingly similar part; (e) use any mark, anywhere that is confusingly similar to Axelera's Trademarks in whole or in confusingly similar part; (f) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Products or any Axelera's Trademarks; (g) misappropriate any of Axelera's

Trademarks for use as a domain name without prior written consent from Axelera; or (h) alter, obscure or remove any Axelera's Trademarks, or Trademark or copyright notices or any other proprietary rights notices placed on the Products, marketing materials or other materials that Axelera may provide.

## 10. CONFIDENTIALITY

**10.1 Scope of Confidential Information.** From time to time during the Term, either party (as the “**Disclosing Party**”) may disclose or make available to the other part (as the “**Receiving Party**”) information about its business affairs, goods and services, confidential information and materials comprising or relating to Intellectual Property Rights, third-party confidential information, and other sensitive or proprietary information, as well as these Terms, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 10 by the Receiving Party or any of its Affiliates, employees, officers, directors, partners, shareholders, agents, attorneys, third-party advisors, successors, and permitted assigns (collectively, “**Representatives**”); (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party’s Confidential Information; or (e) is required to be disclosed pursuant to Law.

**10.2 Protection of Confidential Information.** The Receiving Party shall, for three (3) years from receipt of such Confidential Information: (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and (c) not disclose any such Confidential Information to any Person, except to the Receiving Party’s Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms. The Receiving Party shall be responsible for any breach of this Section 10 caused by any of its Representatives. On the expiration or earlier termination of these Terms, the Receiving Party and its Representatives shall promptly return or destroy (and provide written certification of such destruction) all Confidential Information and copies thereof that it has received under these Terms. In deviation from the previous, trade secrets shall remain confidential for as long as they qualify as trade secrets under applicable law. Buyer shall take all reasonable steps, including but not limited to physical, technical, and organizational measures, to preserve the confidentiality of any trade secrets disclosed, in line with the standard required under applicable law (including, but not limited to the EU Directive on Trade Secrets and its national implementations).

## 11. WARRANTY SERVICES; DISCLAIMER; LIMITATION OF LIABILITY

**11.1 Limited Product Warranty.** During the Warranty Period, Axelera warrants to Buyer that the Products will: (a) materially conform to, and operate in all material respects in accordance with, the Specifications for such Product and (b) be free of material defects in quality and workmanship. For the avoidance of doubt, Software is subject to Section 11.3 below and is not covered by the foregoing warranty.

**11.2 Returns.** Unless otherwise set forth in these Terms or Quote or Purchase Order, Axelera’s sole and exclusive liability, and Buyer’s sole and exclusive remedy, under the warranty set forth in Section 11.1 above (or with respect to any Products incorporating defective Software not susceptible to remedy under Section 11.3 below) will be to have Axelera replace defective Products (and the Software incorporated therein) returned by Buyer during the Warranty Period or issue a refund of the purchase price

for the affected Products. A replacement Product will remain under warranty for the remainder of the original Warranty Period or thirty (30) days after delivery, whichever is longer. Prior to returning any Product, Buyer must obtain a return materials authorization number from Axelera. If Buyer determines in its reasonable discretion that such Product is defective and qualifies for replacement because it does not satisfy the acceptance criteria previously provided by Axelera and summarized in a Quote and/or Purchase Order, Buyer will return the alleged defective Product to Axelera at Axelera's expense. If any returned Product is determined by Axelera not to be defective or to have been modified or subjected to unusual electrical or physical stress, misuse, abuse, accident, negligence or unauthorized repair, Axelera shall have no further obligations under Section 11 as to such Product and Buyer shall reimburse Axelera for all costs and expenses related to the inspection and return (or replacement, if applicable) of such Product to Buyer. Except as set forth in this Section 11.2, Buyer will only return Products to Axelera with Axelera's prior written approval.

**11.3 Limited Software Warranty.** Axelera warrants that the Software incorporated in the Product will, at the time of delivery to Buyer, materially conform to the Specifications for such Software. Buyer's sole and exclusive remedy under the warranty set forth in this Section 11.3 will be for Axelera to use good faith efforts to correct any errors that render the Software nonconforming with a priority commensurate with the severity of such errors, as determined by Axelera, which may include a patch, workaround, or maintenance update for the Software. Any such patch, workaround, or maintenance update must be installed by Buyer unless otherwise requested by Axelera. The above remedies are available only if Buyer reports the respective errors, along with all information required to identify and reproduce such errors, during the Warranty Period. This Section 11.3 only applies to Axelera's Software incorporated in the Products and does not apply to software owned or licensed by third parties or any other software used by Buyer in connection with the Products.

#### 11.4 **Warranty Limitations.**

- (a) Notwithstanding anything to the contrary in these Terms, the warranties set forth in this Section 11 do not apply to any Product (or Software therein) that has been: (a) altered by anyone other than Axelera (or someone directed or authorized by Axelera); (b) used in conjunction with any other product or software if such use is the cause of the defect; or (c) damaged by improper environment (including electrical or physical stresses), abuse, misuse, accident, or negligence. Axelera may require Software to be updated to the latest version as a condition of providing any warranty services under these Terms. Axelera does not warrant that the Software or Products will meet all of Buyer's requirements or that the use of the Software or Products will be uninterrupted or error-free.
- (b) THE WARRANTIES AND LIMITATIONS SET FORTH IN THIS SECTION 11 ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY DELIVERABLES, PROTOTYPES, OR PRE-RELEASE PRODUCTS THAT MAY BE FURNISHED BY AXELERA ARE FURNISHED "AS IS" WITH NO WARRANTIES OF ANY KIND.
- (c) THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRODUCTS MAY CONTAIN COMPONENTS SOURCED FROM THIRD-PARTY SUPPLIERS ("THIRD-PARTY COMPONENTS"). EXCEPT FOR THE WARRANTIES PROVIDED TO AXELERA WITH RESPECT TO THIRD-PARTY COMPONENTS, WHICH AXELERA WILL ACCORDINGLY PROVIDE TO BUYER, AXELERA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE THIRD-PARTY COMPONENTS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AXELERA SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS, MALFUNCTIONS, OR FAILURES ARISING FROM OR RELATED TO THE THIRD-PARTY COMPONENTS. ANY WARRANTIES OR GUARANTEES PROVIDED BY THE RESPECTIVE THIRD-PARTY

SUPPLIERS OF THE THIRD-PARTY COMPONENTS SHALL BE THE SOLE RESPONSIBILITY OF SUCH SUPPLIERS, AND AXELERA SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT THERETO. BY ACCEPTING THE PRODUCTS, BUYER ACKNOWLEDGES AND AGREES TO THE FOREGOING DISCLAIMER OF THIRD-PARTY COMPONENT WARRANTIES.

**11.5 Buyer Warranty Services.** If and to the extent Buyer resells the Products, Buyer will be solely responsible for providing warranty services and other support to its customers. In no event will Buyer direct its customers to contact Axelera directly or return Products directly to Axelera. Axelera will have no obligation to honor, and will have no liability with respect to, any representations or warranties that Buyer provides with respect to the Products except for the express warranties provided for in this Section 11.

**11.6 Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY FORM OF CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, LOST PROFITS, SAVINGS, OR GOODWILL, OR FOR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR AXELERA'S BREACH OF ITS OBLIGATIONS TO PROVIDE PRODUCTS HEREUNDER, NEITHER PARTY'S AGGREGATE LIABILITY UNDER THESE TERMS WILL IN ANY EVENT EXCEED THE TOTAL FEES PAID OR PAYABLE TO AXELERA FOR THE APPLICABLE QUOTE AND/OR PURCHASE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS SECTION DOES NOT EXCLUDE LIABILITY FOR PERSONAL INJURY OR DEATH TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER LAWS OR LIABILITY FOR FRAUD, GROSS NEGLIGENCE, OR WILFUL MISCONDUCT.

## 12. INDEMNIFICATION

**12.1 Buyer Indemnification.** Buyer shall indemnify, defend and hold harmless Axelera and its Representatives (collectively, the "Axelera Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and the cost of pursuing any insurance providers, the Axelera Party (collectively, "Losses"), relating to any Claim of a third party alleging: (a) breach or non-fulfillment of any representation, warranty, or covenant under these Terms by Buyer; (b) any negligent or more culpable act or omission of Buyer (including any recklessness or willful misconduct) in connection with the performance of its obligations under these Terms; or (c) any failure by Buyer to comply with any Laws.

**12.2 Axelera Indemnification.** Axelera shall indemnify, defend and hold harmless Buyer and its Representatives (collectively, the "Buyer Party") from and against all Losses arising out of any Claim of a third party alleging that any of the Products or Buyer's receipt or use thereof infringes any Intellectual Property Right of a third party. If the Products, or any part of the Products, becomes, or in Axelera's opinion is likely to become, subject to a Claim of a third party that qualifies for intellectual property indemnification coverage under this Section 12.2, Axelera shall, at its sole option and expense, notify Buyer in writing to cease using all or a part of the Products, in which case Buyer shall immediately cease all such use of such Products on receipt of Axelera's notice. Notwithstanding anything to the contrary in these Terms, Axelera is not obligated to indemnify or defend any Buyer Party against any claim (direct or indirect) under this Section 12.2 if such claim or corresponding Losses arise out of or result from, in whole or in part: (a) Buyer's marketing, advertising, promotion, or sale or any product containing the Products; (b) use of the Products in combination with any products, materials, or equipment supplied to Buyer by a Person other than Axelera or its authorized Representatives, if the infringement would have been avoided by the use of

the Products not so combined; or (c) any modifications or changes made to the Products by or on behalf of any Person other than Axelera or its Representatives, if the infringement would have been avoided without such modification or change.

**12.3 Exclusive Remedy.** SECTION 12 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF AXELERA AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH BUYER FOR ANY LOSSES COVERED BY SECTION 12.

### 13. MISCELLANEOUS

**13.1 Changes to these Terms.** Axelera may, in its sole discretion, modify or update these Terms from time to time, and Buyer should review this page periodically. When Axelera changes these Terms in a material manner, Axelera will update the 'last modified' date at the top of this page and notify Buyer that material changes have been made to these Terms. Buyer's continued use of the Products after any such change constitutes Buyer's acceptance of the new Agreement. If Buyer does not agree to any of these terms or any future Agreement, Buyer should not use or purchase the Products. Changes to this Agreement shall not apply retroactively to Quotes or Purchase Orders placed prior to the effective date of such changes.

**13.2 Order of Precedence.** In the event of any conflict between these Terms, a Quote, and a Purchase Order the order of precedence shall be: (a) the applicable Quote, (b) the applicable Purchase Order, and (c) these Terms, in order of appearance.

**13.3 Compliance with Laws.** Each party will comply with Laws, and keep in effect all licenses, permits, and other governmental approvals necessary or appropriate to carry on its activities hereunder, including but not limited to those Laws relating to the importing and exporting of consumer products.

**13.4 Export Control and Economic Sanctions Compliance.** Buyer understands that Axelera and the Products (including the Software) may be subject to regulation by the European Union, the United Kingdom and/or agencies of the U.S. Government, including, but not limited to, the U.S. Department of Commerce and the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), which prohibit, among other things, export or diversion of certain products to, or other dealings with, certain countries, governments, individuals and entities. Buyer (i) shall comply in all respects with all export and re-export regulations and restrictions and economic sanctions administered by the European Union or the United Kingdom, the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, and all other export and re-export regulations and restrictions and economic sanctions administered by the U.S. Government (including by OFAC) that are applicable to Buyer, Axelera and/or the Products, and (ii) shall not take any action that would cause Axelera to violate any such regulations, restrictions or economic sanctions. Buyer represents and warrants that it is not and is not owned or controlled by one or more governments, individual or entities that are (i) the target of any European Union, United Kingdom or U.S. economic sanctions or export control restrictions, or (ii) located, organised or resident in a country or territory that is the target of comprehensive territorial economic sanctions administered by the European Union, the United Kingdom or the United States (any such country or territory, a "Sanctioned Jurisdiction," and any such individual or entity, a "Restricted Party"). Buyer shall not use or attempt to use, or allow the Products to be used, in connection with any action that is prohibited by any applicable export or re-export regulations or restrictions or economic sanctions. Without limiting the foregoing, Buyer shall not use the Products in any Sanctioned Jurisdiction and shall not permit the Products to be used by any Restricted Party or in any Sanctioned Jurisdiction, including but not limited to by selling the Products to any government, individual or entity that is, or by permitting the Products to be used by any end user that is, a Restricted Party or located in any Sanctioned Jurisdiction.

### 13.5 No re-export to Russia / Belarus

Without prejudice to Section 13.4, the following applies without any exception:

1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or the Republic of Belarus, or for use in the Russian Federation or the Republic of Belarus, any goods supplied under or in connection with these Terms.
2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
3. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
4. Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of these Terms, and Axelera shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of these Terms; and (ii) a penalty of 25% of the total value under these Terms or price of the goods exported, whichever is higher.
5. The Buyer shall immediately inform Axelera about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to Axelera information concerning compliance with the obligations under paragraphs (1), (2) and (3) within two weeks of the simple request of such information.

**13.6 Notices.** All notices, requests, consents, claims, demands, waives, and other communications under these Terms (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section. In addition, any legal notices to Axelera must be delivered to the following email address: [legal@axelera.ai](mailto:legal@axelera.ai) but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in preceding sentence).

**13.7 Governing Law.** These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Netherlands. All disputes arising out of or in connection with the Purchase Order, the Quote or these Terms will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters (“Netherlands Commercial Court” or “NCC District Court”), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC’s Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal’s Chamber for International Commercial Matters (“Netherlands Commercial Court of Appeal” or “NCCA”). The NCC Rules of Procedure apply. The parties hereby expressly exclude any application of the UN Convention on Contracts for the International Sale of Goods.

**13.8 Assignment.** Buyer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Axelera (not to be unreasonably withheld). Any attempt by Buyer to assign its rights or obligations under these Terms in breach of this Section shall be void and of no effect. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**13.9 Severability.** In the event that any provision of these Terms, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void, or unenforceable to any extent, the remainder of these Terms, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void, or

unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**13.10 No Agency.** Neither party will have any power to bind or obligate the other party in any manner except as expressly set forth in these Terms.

**13.11 Entire Agreement.** These Terms constitute the entire agreement and understanding between the parties relating to the subject matter hereof and thereof and supersede all prior representations, endorsements, premises, agreements, memoranda, communications, negotiations, discussions, understandings, and arrangements, whether oral, written or inferred, among the parties relating to the subject matter hereof.

**13.12 Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes or labor disputes, or failures of suppliers or subcontractors. The party affected by such force majeure event shall promptly notify the other party and use commercially reasonable efforts to mitigate the effects. If a force majeure event continues for more than sixty (60) calendar days, either party may terminate the affected Quote and/or Purchase Order upon written notice.

**13.13 Counterparts.** These Terms may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each party and delivered to the other party.

**13.14 Waiver; Remedies Cumulative.** Any provision of these Terms may be waived if, and only if, such waiver is in writing and signed by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law, in equity, or otherwise.

**13.15 Interpretation.** For purposes of these Terms, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to these Terms as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in these Terms: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, these Terms; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted these Terms without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of these Terms to the same extent as if they were set forth verbatim herein.

**13.16 Additional Documents and Actions.** Each party agrees to execute and deliver, or cause to be executed and delivered, such agreements, instruments, and documents, including without limitation a memorandum of grant of rights suitable for recording in the U.S. Patent and Trademark Office or the equivalent agency in any relevant foreign jurisdiction and satisfactory in form and substance to the other party, and to take such other actions as such party reasonably determines to be necessary or appropriate for the purpose of effectuating, evidencing, implementing, or facilitating the consummation of any of the

transactions contemplated by these Terms or for the purpose of enabling such party to enforce any of its rights under these Terms.

**13.17 Third Party Rights.** Except as expressly provided in this Agreement (including with respect to third party software licensors in Exhibit A), nothing in this Agreement is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement. The Parties expressly exclude the application of Section 6:253 of the Dutch Civil Code (*derdenbeding*).

**EXHIBIT A**  
**SOFTWARE END USER LICENSE AGREEMENT**



## VOYAGER SDK END-USER LICENSE AGREEMENT

LAST UPDATED: FEBRUARY 2026

This end-user license agreement ("EULA") sets out the terms that apply to your use of the software installed on or provided with our products.

**Please read this EULA carefully before you use VOYAGER SDK.** If you have been provided with a copy of this EULA with an Axelera product you have purchased (the "Product"), we will ask you to agree to this EULA before you use the software, firmware or other code installed on or provided with that Product (the "Software").

This EULA is a legal agreement between you and Axelera AI B.V. ("Axelera", "we", "us" or "our") in relation to your use of the Software. By clicking to accept this EULA, or by installing, copying, downloading, accessing or otherwise using the Software (whether directly, through our website/webshop, or via a distributor or reseller), you agree to and will be bound by the terms of this EULA.

### 1. LICENSE GRANT

1.1 **License Grant.** Subject to you agreeing to and complying with the terms and conditions of this EULA, we grant to you a non-exclusive, non-transferable license to use:

- (a) and install the Software on your devices or environment;
- (b) modify and create derivative works of the source code, if and to the extent source code is made available by us, that is necessary to install and use the Software on your devices or environment;
- (c) any technical documentation provided in connection with the Software (the "Documentation");
- (d) any free supplementary software code or update of the Software incorporating modifications, enhancements, "patches" and corrections of errors as may be provided by us from time to time,

in each case solely as incorporated in or provided with the Product and solely as necessary for use of the Product in unmodified form.

1.2 **Open Source and Third Party Software.** Nothing in this EULA shall restrict, limit or otherwise affect any rights or obligations we may have, or conditions to which we may be subject, under any applicable open source licenses to any open source code contained in the Software or any other third party software licenses. The Software may include or be bundled with other software programs licensed under different terms and/or licensed by a third party other than Axelera. Your use of any software programs accompanied by a separate licence agreement is governed by that separate licence agreement.

## 2. RESTRICTIONS

2.1 Except as expressly set out in this EULA or as permitted by any applicable law, you agree to:

- (a) only use the Software and Documentation for your internal business purposes; provided that, where you are acting as a consumer, you may use the Software solely for personal, non-commercial purposes;
- (b) not copy the Software or Documentation except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of backup or operational security;
- (c) not transfer, assign, pledge, rent, timeshare, host or lease the Software, or sublicense any of your license grants or rights under this EULA, in whole or in part, without prior written consent from us;
- (d) not modify, alter, create derivative works, reverse engineer, decompile, or disassemble the Software except as expressly permitted under Clause 1.1 (b) or to the extent permitted by applicable law;
- (e) keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (f) not remove any patent, trade mark, copyright, trade secret or other proprietary notices or labels on the Software or Documentation;
- (g) include our copyright notice on all entire and partial copies of the Software in any form;
- (h) ensure that the Software is used by your employees and representatives in accordance with the terms of this EULA;
- (i) not provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us; and
- (j) comply with all applicable technology control or export laws and regulation.

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us (or our licensors), that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this EULA.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this EULA.

### **4. UPDATES**

- 4.1 We may (but are not required to) provide you with supplementary software code or updates to the Software incorporating "patches" and correcting errors in the Software. We will ensure that the Software, including any such updates, operates in accordance with any descriptions we provide and remains compatible with the Product.
- 4.2 We will notify you of any important updates to the Software and how you can download and install them. You are responsible for installing any such updates and, if you fail to do so, we will not be responsible to you if the Software fails to continue to work properly or be compatible with the Product as a result.

### **5. TECHNICAL SUPPORT**

- 5.1 For the purposes of this paragraph 5, the following terms shall have the following meaning:
  - (a) **"Additional Support Services"** means any support services to be provided by us to you in respect of the Software which are outside the scope of the Basic Support Services;
  - (b) **"Basic Support Services"** means basic support services to be provided by us to you in respect of the Software. Basic Support Services does not include advanced technical support, on-site support, or any other specialised services;
  - (c) **"Commercially Reasonable Efforts"** the same degree of priority and diligence with which we meet the support needs of other similar customers;
  - (d) **"Normal Support Hours"** means from Monday through to Friday and from 09:00 to 17:30 (excluding national holidays);
  - (e) **"Support Fee"** means the fee for the Additional Support Services as specified to you upon request.

- 5.2 For the avoidance of doubt, this EULA does not provide any right to receive support services from us such as technical support, Software maintenance, and Software updates (including Basic Support Services and Additional Support Services).
- 5.3 We shall use Commercially Reasonable Efforts to provide Basic Support Services to you during Normal Support Hours.
- 5.4 Upon request, we can provide Additional Support Services subject to the payment of a Support Fee. If you are in need of Additional Support Services, please contact us using the details as set out in this EULA.

## **6. LIMITATION OF LIABILITY**

- 6.1 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 as described in the Documentation meet your requirements.
- 6.2 Subject to Clause 6.6, we will under no circumstances be liable to you for:
  - (a) any loss of profit, loss of business, goodwill, business interruption or loss of business opportunity;
  - (b) loss or corruption of data, information or software;
  - (c) any special, indirect or consequential loss.
- 6.3 Subject to Clause 6.6, our total liability to you for all losses arising under or in connection with this EULA will not exceed to €150.
- 6.4 This EULA sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this EULA, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this EULA whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 6.5 If and to the extent you are acting in the course of a business, you acknowledge that any Software provided by us is provided "as is". All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

6.6 Nothing in this EULA shall exclude or limit our liability or your statutory rights where and to the extent you are acting as a consumer, and such exclusion or limitation is not permitted under applicable mandatory law, including consumer protection laws.

## 7. CONFIDENTIALITY

7.1 You undertake that you shall not at any time disclose to any person any confidential information concerning the Software, Documentation, business, assets, affairs, customers, clients or suppliers of Ours or of any member of Our group of companies (“**Confidential Information**”) except as permitted by Clause 7.2.

7.2 You may disclose Our 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 Our Confidential Information comply with this Clause 7; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

7.4 This Clause 7 shall survive termination of this EULA for any reason.

## 8. TERMINATION

8.1 We may terminate this EULA or suspend access to the Software by written notice to you if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

8.2 Upon termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must cease all activities authorised by this EULA; and
- (c) you must immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## 9. CONTACTING US

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

## 10. INFORMATION ABOUT YOU

- 10.1 Please read our Privacy Notice to understand how we collect, use and share information about you.

## 11. MISCELLANEOUS

- 11.1 **Rights of Third Parties.** Any contract made between you and us is only made between you and us. No third party will have any rights to enforce any of its terms.
- 11.2 **Transfer of our Rights.** We may transfer our rights and obligations under our contract with you to another organisation, and we will notify you if this happens. This will not affect your rights or our obligations under the contract.
- 11.3 **Law and Jurisdiction.** 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 the contract between you and us for the purchase of the Products or your use of the Software. This does not, however, 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.
- 11.4 **Disputes.** If you have a dispute with us relating to our contract with you, we would welcome the opportunity to try to make things right and resolve the dispute with you ourselves. In the first instance, please contact our complaints team using the details in the "Contacting Us" paragraph above so that we can attempt to resolve the dispute informally through our internal complaints handling process. If you are in the European Economic Area, you may (but are not obliged to) seek resolution of any dispute with us through consumer mediation services. Information on alternative dispute resolution (ADR) for consumers in the European Economic Area is available via the European Commission's consumer redress pages. We are not obliged to participate in dispute resolution proceedings before a consumer arbitration board except in the circumstances outlined under this paragraph 11.4. In the unlikely event that we are not able to resolve the dispute informally, we will discuss with you the most effective way of resolving the dispute through a formal dispute resolution process. This paragraph does not affect your statutory rights.