



VOYAGER SDK END-USER LICENSE AGREEMENT

LAST UPDATED: 26TH MARCH 2025

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 ticking the checkbox, when creating an account on our website , 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 (contained at the following url <https://github.com/axelera-ai-hub/voyager-sdk>) that is necessary to install 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;
- (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 back-up 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 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 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 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 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.

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; 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. You can do this through the European Online Dispute Resolution (ODR) platform, available at this link: <https://ec.europa.eu/consumers/odr/>. 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.