



END USER LICENSE AGREEMENT (EULA)

Effective Date: 05-May-2026

Applies To: All users using the AQ software Platform

This End User License Agreement (“**Agreement**”) is a legally binding agreement between the **user** (“**User**”, “**Licensee**”) and **AsterQuanta Systems Inc.** (“**AsterQuanta**”, “**AQ**”, “**We**”, “**Us**”, “**Our**”) governing the access to and intended use of the AsterQuanta software platform, AI agents, tools, APIs, documentation, workflows, and related services (collectively, the “**Platform**”).

By accessing or using the Platform, you automatically become the Licensee and agree to be bound by this Agreement. If you do not agree to comply with the terms contained in this Agreement, please do not use the Platform.

1. ELIGIBILITY AND USER CATEGORIES

This Agreement applies to the following categories of Users:

1. **University Students** – individuals using the Platform for learning, coursework, training, or academic projects.
2. **Researchers** – individuals affiliated with academic, research, or government institutions conducting non-commercial or pre-commercial research.
3. **Practitioners** – professionals using the Platform for engineering, design, optimization, or evaluation activities.
4. **General Designers** – individuals or teams designing electronic systems, circuits, or semiconductor-related artifacts for personal, educational, or commercial purposes.

Additional terms may apply based on your subscription tier or institutional agreement.

2. LICENSE GRANT

Subject to compliance with this Agreement, AQ grants Licensee a **limited, non-exclusive, non-transferable, revocable license** to access and use the Platform solely for:

- Designing, simulating, analyzing, and optimizing electronic circuits and systems
- Training, experimentation, and research
- Educational instruction and learning



- Commercial or pre-commercial design activities (where explicitly permitted by your plan)

No Intellectual Property ownership rights are transferred under this Agreement.

3. RESTRICTIONS

3.1 License Restrictions: You (Licensee) shall not, and shall not permit any third party to:

- A. copy, reproduce, or distribute the Licensed Software or Documentation except as expressly permitted;
- B. modify, adapt, translate, alter, or create derivative works of the Platform;
- C. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Platform;
- D. rent, lease, sell, sublicense, assign, transfer, or otherwise make the Platform available to any third party;
- E. use the Platform for unlawful, harmful, or unethical purposes
- F. use the Platform to create products or services that directly or indirectly compete with AsterQuanta's business
- G. train external AI models using AQ proprietary outputs, agents, or workflows without explicit written permission
- H. attempt to disable, circumvent, or tamper with any security features, usage restrictions, or access control mechanisms of the Platform.

3.2 Audit Rights. AQ reserves the right, upon reasonable notice, to audit Licensee's use of the Platform to verify compliance with this Agreement.

4. AI AGENTS, WORKFLOWS, AND AUTONOMY

The Platform may include **reinforcement learning agents, AI-assisted optimization workflows, and autonomous decision-making systems.**

You acknowledge that:

- Outputs are probabilistic and not guaranteed to meet specifications
- AQ does not warrant correctness, manufacturability, or regulatory compliance for the output being generated by the Platform
- You as user of this Platform remain solely responsible for validation, verification, and final design decisions

5. USER CONTENT AND DESIGN OWNERSHIP

5.1 User-Owned Content

You retain the ownership of:

- Your circuit designs
- Specifications
- Netlists
- Models
- Simulation inputs
- Custom datasets you upload

5.2 License to AQ

You grant AQ a **non-exclusive, royalty-free license** to use User Content **solely** to:

- Operate and improve the Platform
- Debug, maintain, and optimize system performance
- Train internal AI models in aggregated or anonymized form

AQ will not claim ownership over your proprietary designs.

6. OWNERSHIP OF GENERATED OUTPUTS AND IP

Unless otherwise stated:

- You own the **design outputs** generated using the Platform
- AQ retains full and exclusive ownership of:
 - All underlying AI models
 - All the Reinforcement learning policies used by the Platform
 - Agent architectures implemented in the Platform
 - Optimization methodologies used by the Platform
 - Platform software and workflows

You may not claim ownership over AQ's underlying AI, agents, or algorithms. AQ retains all rights, title, and interest in and to the Platform, Documentation, and all Intellectual Property Rights therein. No rights are granted to the user (Licensee) other than those expressly set forth in this Agreement. You (Licensee) acknowledge and agree that you acquire no rights whatsoever in the source code of the Platform.

7. ACADEMIC AND RESEARCH USE

For **students and researchers**:

- The Platform may be used for publications and academic dissemination
- Proper attribution to *AsterQuanta* is required in papers, theses, or presentations
- AQ may request citation language for research usage
- Open publication does **not** grant rights to AQ proprietary technology

8. COMMERCIAL USE

Commercial use is permitted **only** if covered by your subscription plan or a separate commercial agreement.

Unauthorized commercial exploitation may result in:

- License termination
- Additional Fees
- Legal remedies

9. DATA, TELEMETRY, AND PRIVACY

The Platform may collect:

- Usage metrics
- Performance logs
- Error data
- Aggregated system behavior

Data is handled per AQ's **Privacy Policy**. No personally identifiable information collected by the Platform is sold to any Third Party.

10. SECURITY AND CONFIDENTIALITY

You agree to:

- Strictly maintain the confidentiality of Platform access credentials
- Protect sensitive or export-controlled designs
- Notify AQ of unauthorized Platform access or security breaches

11. DISCLAIMER OF WARRANTIES

THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE”.

AQ DISCLAIMS ALL WARRANTIES, INCLUDING:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- ACCURACY OR COMPLETENESS OF OUTPUTS

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- AQ SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR ANTICIPATED SAVINGS, OR CONSEQUENTIAL DAMAGES
- TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY YOU IN THE PRECEDING 12 MONTHS

13. INDEMNIFICATION

You agree to indemnify and hold harmless AQ from claims arising out of:

- Your use of the Platform
- Your designs or outputs
- Violation of laws or third-party rights

14. TERMINATION

AQ may suspend or terminate access:

- For breach of this Agreement
- For misuse or abuse
- For legal or regulatory reasons

Upon termination, your license to access and use the Platform ends with immediate effect.

15. EXPORT CONTROL AND COMPLIANCE

You agree to comply with all applicable export control, sanctions, and technology transfer laws, including those of India, Canada, the United States, and other jurisdictions.

16. GOVERNING LAW

This Agreement shall be governed by the laws of India, without regard to conflict of law principles.

17. MODIFICATIONS

AQ may update this Agreement from time to time. Continued use constitutes acceptance of revised terms.

18. CONTACT INFORMATION

AsterQuanta Systems Inc.

Email: legal@asterquanta.com

Website: www.asterquanta.com

Declaration

By registering under the EULA, the user agrees to abide by this Agreement