



End User License Agreement for Avular software

version November 2022

1. Introduction

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3. Permitted license uses and restrictions

This EULA allows you to use Software. You are permitted to:

- Use Features of Software that have been paid for, in accordance with the terms of the relevant purchasing agreement(s) with Avular;
- Load Software on and use it with Avular's computation hardware and (custom) robotic platforms;
- Load Software (for example on a PC, laptop, mobile or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of Software;
- Update Software with updates provided by Avular;
- To the extent explicitly allowed under the relevant purchasing agreement(s) with Avular, use Software to create your own software for use on Avular hardware.

Use of Software for other purposes constitutes a breach of this EULA. You are (also) not permitted to:



- Use Features of Software that have not (yet) been paid for in accordance with the terms of the relevant purchasing agreement(s) with Avular
- Use Software in combination with a robot that does not use Avular hardware for control;
- Use a single license for Software on more than one device at the same time;
- Permit Software to be combined with or become incorporated in any other software, unless specifically mentioned in any purchasing agreement(s) with Avular;
- Edit, alter, modify, adapt, translate or otherwise change Software unless specifically mentioned within the source code;
- Reproduce, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of Software;
- Sell, resell, rent, lease, lend, redistribute, sublicense, or otherwise misuse or make Software available;
- Allow any third party to use Software on behalf of or for the benefit of any third party;
- Attempt or succeed to provide other users with simultaneous access to Software using one license, including, but not limited to, running it on a server. If you want to do this, you can contact Avular to create a business solution together;
- Use Software in connection with any nuclear, chemical or biological weapons, missile technology, or military end-use cases;
- Use Software in violation with any applicable national or international laws or regulations.

Unauthorized use of Software shall result in prosecution and claim(s) for damages on behalf of Avular.

4. Warranty disclaimer

Software is provided on an "as is" basis, without any support or maintenance of any kind. Use of Software and reliance thereon is at your sole risk. Unless explicitly agreed otherwise in any purchasing agreement(s) with Avular, Avular does not warrant Software will perform in accordance with any specifications, documentation or other standards, perform in an uninterrupted capacity, be error-free or bug-free, provide complete or accurate data, nor does Avular make any warranties as to the results to be obtained from the use of Software. Avular will not be liable to you or any other entity or person for their inability to use Software, or for any inaccuracies, errors, omissions, delays, computer viruses or other infirmity or corruption, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of Software.

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6. Third Party Components

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7. Copyright infringement

In the event of a third party claim that Software, or your possession or use of Software infringes any third party's intellectual property rights ("Infringement Claim"), you will promptly notify Avular of such an Infringement Claim. You may not settle or compromise any Infringement Claim without Avular's prior written consent. Avular shall have the right to take over the responsibility of handling the Infringement Claim. When Avular decides to do so, Avular will have control over the defense and settlement of the Infringement Claim, and you will cooperate with any reasonable requests for assistance regarding the Infringement Claim.

When it is determined by Avular that the Infringement Claim is based on your use or inability to use Software, and not (Features contained in) Software itself, you will be solely responsible for the investigation, defense, settlement, and discharge of any Infringement Claim.

8. Changes, suspension, limitation and termination

This EULA is effective from the date you first use Software and this EULA shall continue until terminated.

Unless explicitly agreed otherwise in any purchasing agreement(s) with Avular, Avular may do any of the following at any time, with or without notice or cause, and without any liability to you:

- (a) change, suspend, or terminate any Features or functionality of Software;
- (b) impose limits on certain Features or functionality of Software; or
- (c) terminate this EULA.



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You also may terminate this EULA at any time upon written notice to Avular, after which you shall cease all use of Software and uninstall Software from all carriers and back-ups, and ensure no further usage of Software can occur. Termination of this EULA by you shall not affect any of your obligations under any purchasing agreement(s) between you and Avular.

9. Applicable law and disputes

This EULA and any dispute arising out of or in relation thereto is exclusively governed by Dutch law. Any dispute arising out of or in connection with this EULA shall be adjudicated by the District Court of East Brabant (*rechtbank Oost-Brabant*), the Netherlands.

10. Contact details

If you have any questions, please contact us:

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11. List of Third Party Components

aRTOS

Name	Version	License
NXP MIMXRT SDK	2.9.3	BSD3
FreeRTOS From Amazon	V10.4.3	MIT
Pycrc	v0.9.2	MIT
ETL cpp	19.4.1	MIT
FatFS by ChaN	R0.13c	Modified BSD
Pigweed by google	0.0.1	Apache v2.0
TinyUSB	0.5.0	MIT
ESP-IDF	V4.2	Apache v2.0

Avular MATLAB Toolchain

Name	Version	License
Pycrc	v0.9.2	MIT
ARM GCC toolchain	10-2020-q4-major	GNU GPL v3



Cerebra Studio

Name	Version	License
libusb	1.0.23	GNU LGPL v2.1
libusbk	3.0.7.0	BSD-3
openssl	1.1.1i	Apache v2.0
elfio	3.8	MIT
nlohmann_json	3.9.1	MIT
libzippp	4.0	BSD 3-Clause
matio	1.5.19	BSD 2-Clause