



# SOFTWARE LICENSE AGREEMENT

October 2024

Concerning the Products: IAR Embedded Trust™, IAR Embedded Secure IP™, IAR Embedded Workbench®, IAR Visual State®, IAR Build Tools, and IAR Secure Deploy - Prototyping from IAR Systems AB

## PREAMBLE

THIS SOFTWARE LICENSE AGREEMENT (THE "**AGREEMENT**") APPLIES TO PRODUCTS LICENSED BY IAR SYSTEMS AB INCLUDING ANY OF ITS SUBSIDIARIES ("**IAR**") OR DISTRIBUTORS ("**IAR DISTRIBUTORS**"), TO YOU (THE "**LICENSEE**").

YOU AS A USER WILL BIND THE CORPORATION OR ORGANIZATION SET OUT ON THE ORDER CONFIRMATION, TO THE TERMS OF THIS AGREEMENT BY OPENING A PACKAGE, OR BY INSTALLING OR USING ANY SOFTWARE OF THE LICENSED PRODUCTS LISTED ABOVE WHERE THIS AGREEMENT HAS BEEN STATED OR REFERRED TO. IF YOU ARE NOT IN AGREEMENT WITH THE TERMS HEREIN, OR DO NOT HAVE THE AUTHORITY TO BIND YOUR CORPORATION OR ORGANIZATION TO THESE TERMS, YOU SHALL IMMEDIATELY CONTACT IAR, AND YOU MAY NOT INSTALL ANY SOFTWARE OR MAKE USE OF ANY PARTS OF THE PRODUCT.

The Order Confirmation, will set out, apart from the applicable licensing model (such as Perpetual Licensing Model or Subscription Licensing Model), relevant Licensed Product and license fee (which will also be stated in the Invoice), (a) if the License in question is a PC-locked License or a Multi-user License, (b) in case of a Multi-user License, the allowed number of simultaneous users, (c) if the license includes a Support and Update Service and in such cases the service is time-limited, the expiry date of such service, (d) the agreed number of Named Users (as relevant for the applicable type of license), and (e) whether the Licensee's use of the Licensed Product is conditional on and/or requires access to and use of the Service and its Capacity, including any additional fees relating thereto. Any opening of a package where these terms have been stated or referred to, and/or the installation or use of IAR Software, is subject to the terms and conditions of the Agreement.

## 1. DEFINITIONS

The following terms have the meanings set forth below whenever they are used in this Agreement.

- 1.1 "**Build Server License**" is a type of license further regulated in Section 4.4.
- 1.2 "**Capacity**" means the number of tools and/or utilities within the Licensed Products that can be executed at any given time.
- 1.3 "**Documentation**" means a copy of the documentation, in hard copy of machine-readable form, as provided by IAR together with the Software for use by the Licensee.
- 1.4 "**Evaluation License**" is a type of time limited license further regulated in Section 4.8.
- 1.5 "**Executable Software**" means a copy of the executable code version of the software program(s) included in the enclosed package or otherwise specified in this Agreement or Invoice (including any link-time and runtime modules), along with any software updates, revisions, and additional modules (if any) that the Licensee may receive from IAR hereunder from time to time.
- 1.6 "**Global Build Server License**" is a type of license further regulated in Section 4.4.4.
- 1.7 "**Global Network License**" is a type of Multi-user License further regulated in Section 4.3.4.



- 1.8 "**Hardware**" means debug probes and Secure Deploy – Prototyping.
- 1.9 "**Invoice**" means IAR or IAR Distributor's invoice to the Licensee for the Licensed Products and Service, as applicable.
- 1.10 "**Licensee**" means the customer company stated on the Order Confirmation.
- 1.11 "**License Term**" means the time period for which the license to use the Licensed Product is granted to the Licensee under the Subscription Licensing Model, as outlined in the Order Confirmation.
- 1.12 "**Licensed Product**" means the Software and Documentation for the specific Product(s) as specified in the Order Confirmation and licensed to the Licensee under the conditions of this Agreement.
- 1.13 "**Mobile License**" is a type of license further regulated in Section 4.2.
- 1.14 "**Multi-user License**" means a license for an agreed number of concurrent users, instead of one or more single users.
- 1.15 "**Named User**" means the individual registered user that gets the right to use a Licensed Product and/or the Service through the user account provided by IAR.
- 1.16 "**Network License**" is a type of Multi-user License further regulated in Section 4.3.3.
- 1.17 "**Order Confirmation**" means the IAR quotation sent by IAR or IAR Distributor for the relevant Licensed Products and/or Service, jointly with the Licensee's written confirmation of a purchase according to such quotation. In the event the order procedure with the Licensee has resulted in an agreement signed by the Licensee, any reference to Order Confirmation in this Agreement shall refer to such signed agreement.
- 1.18 "**PC-locked License**" is a type of license further regulated in Section 4.
- 1.19 "**Perpetual Licensing Model**" means a right to use the relevant Licensed Product as per the terms and conditions of this Agreement on a perpetual basis.
- 1.20 "**Product**" means the different Software and Hardware products offered by IAR under this Agreement.
- 1.21 "**Service**" has the meaning set out in Section 7.
- 1.22 "**Site**" means the physical premises of the Licensee within the borders of one (1) city.
- 1.23 "**Software**" is a collective term for Executable Software and Software Source Code. For the avoidance of doubt, the use of the term Software in this Agreement does not automatically grant Licensee a right to use or receive the Software Source Code unless a Source Code License has been purchased by and granted to Licensee.
- 1.24 "**Software Source Code**" means software modules and/or components in source code format.
- 1.25 "**Subscription Licensing Model**" means a right to use the relevant Software as per the terms and conditions of this Agreement during a fixed term, i.e. the License Term.
- 1.26 "**Support and Update Services**" means the services set out in Section 15.
- 1.27 "**Target Architecture**" means the family or group of embedded micro-controller and micro-processor devices belonging to one processor architecture, as defined by its instruction set, and as specified in the Order Confirmation.



## 2. TERM OF AGREEMENT

2.1 **Effective date.** The terms and conditions of this Agreement shall become effective on the earlier of (i) the date of confirmation for the Licensee's order of the Licensed Product and/or Service, or (ii) the Licensee's download or use of the Licensed Product and/or Service.

2.2 **Term of the Agreement.** The term of the Agreement will depend on the licensing model under which the Licensed Products are licensed to the Licensee. This will be set out in the Order Confirmation. The following shall apply for the different licensing models:

2.2.1 For Perpetual Licensing Model, the Agreement shall remain in force and effect for an indefinite period of time, subject to the terms and conditions set out in this Agreement, in particular the right of IAR to terminate the Agreement upon Licensee's breach.

2.2.2 For Subscription Licensing Model, the Agreement shall remain in force and effect, subject to the terms and conditions set out in this Agreement (in particular the right of IAR to terminate the Agreement upon Licensee's breach), for the duration of the License Term. At the end of that initial term, or any subsequent term thereof pursuant to a renewal under this Section, this Agreement shall be automatically renewed for successive periods of twelve (12) months or as otherwise stated in the Order Confirmation, unless terminated by either of the Parties giving written notice to that effect to the other Party no later than thirty (30) days prior to the expiry of the relevant term.

## 3. OWNERSHIP AND LICENSE GRANT

### 3.1 Ownership

IAR holds the copyright, trade secrets, and any other intellectual property rights, whether registered or not, which subsist in the Licensed Product and all copies thereof. No title or other rights in the Licensed Product (other than rights expressly granted herein) shall pass to the Licensee.

THE LICENSED PRODUCT IS LICENSED, NOT SOLD, TO THE LICENSEE FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE LICENSEE ACKNOWLEDGES THAT THE LICENSED PRODUCT CONSISTS OF PROPRIETARY, UNPUBLISHED PRODUCTS OF IAR, PROTECTED UNDER INTERNATIONAL COPYRIGHT AND TRADE SECRET LAWS.

### 3.2 License grant

The licensing model agreed on for the Licensed Products is stated on the Order Confirmation, i.e. either Perpetual Licensing Model or Subscription Licensing Model. The licensing model determines the validity term of the license granted. The Order Confirmation shall further set out details of the relevant type of license that is granted to the Licensee and the Licensee is only granted that type of license. The type of license will determine how the Licensee is permitted to use the Licensed Product. The different types of license are described in Section 4 below.

The license grant as per this Agreement is subject to full payment according to the Order Confirmation.

If the Licensed Product licensed by the Licensee hereunder contains third party-owned software, the use of such third party-owned software may be restricted to a specific Target Architecture and the provisions of Section 11.2 below shall apply.

3.3 The Licensee agrees and acknowledges that the Licensed Product may only be available for download for a limited period of time and that the Licensee is not allowed to make download of the Licensed Product (including installers and binaries) an integrated part of a CI/CD environment. It is the Licensee's obligation to manage and store such download during the term of the Agreement.



IAR monitors all downloading of Licensed Product to identify any misuse.

#### 4. TYPES OF LICENSES

##### 4.1 PC-locked License

A PC-locked License is a single-user license, locked to the computer where the Licensed Product is installed. To the extent the relevant license granted is a PC-locked License, the terms in Sections 4.1.1 and 4.1.2 shall apply.

4.1.1 Subject to the terms and conditions of this Agreement, IAR hereby grants to the Licensee a personal, non-transferable and non-exclusive PC-locked License to use the Licensed Product.

4.1.2 The PC-locked License may be used by the Licensee only on one (1) single, self-contained computer unit (stationary or portable), designated through its IP number or other means of identification. A switch from the designated computer to another single computer may be allowed to transfer the license via a transfer program provided by IAR within the license management system. The Licensed Product may not be accessed by users from any other computer units other than the computer unit designated as set forth in this Section; through Internet or any other means of network or remote access.

##### 4.2 Mobile License

A Mobile License comes with a hardware lock (dongle). A hardware lock is a device to be attached to one of the computer's external ports, which allows the Licensee to move the license to another computer. A hardware lock is part of the product package only to the extent explicitly ordered. To the extent the relevant license granted is a Mobile License, the terms in Sections 4.2.1 and 4.2.2 shall apply.

4.2.1 Subject to the terms and conditions of this Agreement, IAR hereby grants to the Licensee a personal, nontransferable and non-exclusive Mobile License to use the Licensed Product.

4.2.2 A Mobile License may be used by the Licensee only for one (1) single user, but with the right to a switch from the designated computer to another single computer using a hardware lock. The Licensed Product may not be accessed by users from any other computer units other than the computer unit designated as set forth in this Section; through Internet or any other means of network or remote access.

##### 4.3 Multi-user Licenses

4.3.1 To the extent the relevant license granted is a Multi-user License, the terms in this Section 4.3 shall apply as relevant.

4.3.2 Subject to the terms and conditions of this Agreement, IAR hereby grants to the Licensee a personal, non-transferable and non-exclusive Multi-user License to use the Licensed Product. The Licensee's number of concurrent users of the Licensed Product under the Multi-user License is stated in the Order Confirmation or otherwise in writing from IAR or IAR Distributors.

##### 4.3.3 Network License

A Network License is a Multi-user License, located on a single designated license server and used by multiple users on a network and at one (1) Site only. The Network License is locked either to the computer where the license server software runs, or to a hardware lock (dongle). The use of a hardware lock allows transfer of the Network License from one server to another server, in case of server failure. The Network License can be used on all client computers on the network where the Licensed Product is installed.



However, the Network License is made for a maximum number of concurrent users which will be indicated on the Order Confirmation.

#### 4.3.4 Global Network License

A Global Network License is a Multi-user License, located on a license server and used by multiple users on a network that can be accessed from multiple Sites globally. The Global Network License is locked either to the computer where the license server software runs, or to a hardware lock (dongle). The use of a hardware lock allows transfer of the Global Network License from one server to another server, in case of server failure. The Global Network License can be used on all client computers on the network where the Licensed Product is installed. However, the Global Network License is made for a maximum number of concurrent users which will be indicated on the Order Confirmation..

#### 4.3.5 Concurrent users

For Licensed Products that are Executable Software and licensed under a Network License, the license server software, keeps track of the number of current users. A user session of an Executable Software is always a minimum of thirty (30) minutes, and is deemed to last for an additional thirty (30) minutes after the last license activation by the license server. For Licensed Products including Software Source Code, the Licensed Product shall be deemed in (concurrent) use on a computer when it is loaded into temporary memory (i.e. RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.

### 4.4 Build Server License

4.4.1 Subject to the terms and conditions of this Agreement, IAR hereby grants to the Licensee a personal, non-transferable and non-exclusive Build Server License to use the Licensed Products.

4.4.2 For Licensed Products that are Executable Software and licensed as a Build Server License, the license server software, keeps track of the number of simultaneous build jobs. A build job session of an Executable Software is always a minimum of thirty (30) minutes, and is deemed to last for an additional 30 minutes after its last license activation by the license server.

4.4.3 Build Server License is a license that allows users to launch build jobs to a designated server, located on a local license server and accessible at one site only, on which these build jobs are performed using the IAR Build Tools. The Build Server License is locked either to the computer where the Licensed Product runs, or to a hardware lock (dongle). The usage of a dongle allows transfer of the Build Server License from one server to another, in case of server failure. The Build Server License can be used from all client computers within the same Site on the local network where the Licensed Product is installed. However, the Build Server License is limited to a maximum number of concurrent build jobs.

#### 4.4.4 Global Build Server License

Is a license that allows users to launch build jobs to a designated server, located on a license server that is accessible from multiple Sites globally, on which these build jobs are performed using the IAR Build Tools. The Global Build Server license is locked either to the computer where the Licensed Product runs, or to a hardware lock (dongle). The usage of a dongle allows transfer of the Build Server License to another, in case of server failure. The Global Build Server License can be used from all client computers on the network where the Licensed Product is installed. However, the Global Build Server License is limited to a maximum number of concurrent build jobs.



#### 4.5 Commuter License

4.5.1 For Licensed Products released in 2012 and later including a license management system (LMS) (except the Service as described in Section 7 below), and to the extent the relevant license granted is a Commuter License, the terms and conditions of this Section 4.5 shall apply.

4.5.2 Subject to the terms and conditions of this Agreement, IAR hereby grants to the Licensee a personal, non-transferable and non-exclusive license to use the Licensed Product. A Commuter License permits a temporary use of a Network License on a personal computer not connected to the network for up to fifteen (15) days. The Commuter License permits the use of the Licensed Product outside the designated Site.

#### 4.6 Named Users

The Named User may access the Licensed Product and/or Service (by logging in at its user account) from any device, however that no more than one (1) device may be used at the same time (unless otherwise agreed, such as for specific Licensed Products or use cases).

#### 4.7 Source Code License

4.7.1 If the Licensee receives hereunder contained Software modules or components in source code format, the following shall apply to such Software Source Code, in addition to all other provisions of this Agreement: IAR hereby grants to the Licensee a personal, non-transferable and non-exclusive license to reproduce, make derivative works of, and use such Software Source Code only in conjunction with the Product and the Software Source Code or any derivative works thereof. The Software Source Code may only be compiled and linked with products from IAR, and only in accordance with the provisions on such use set out in the Documentation and/or this Agreement. The Licensee is strictly prohibited to make any other use of the Software Source Code. Any breach of this Section 4.7 shall be considered a material breach of this Agreement.

4.7.2 THE LICENSEE ACKNOWLEDGES THAT THE SOFTWARE SOURCE CODE EMBEDS COPYRIGHTED AND PROPRIETY INFORMATION OF IAR, AND THAT MAKING SOFTWARE SOURCE CODE ACCESSIBLE TO OTHERS OUTSIDE THE SCOPE OF THIS AGREEMENT, BY THE NATURE OF SOURCE CODE, MAY SEVERELY DAMAGE THE INTELLECTUAL PROPERTY RIGHTS OF IAR, AND LICENSEE AGREES TO COMPENSATE IAR FOR ALL DAMAGE RESULTING FROM SUCH BREACH, THAT CAN BE REASONABLY SUBSTANTIATED BY IAR.

4.7.3 The Licensee shall keep the Software Source Code strictly confidential and shall not (except as explicitly permitted by IAR) disclose it to anyone without the prior written consent of IAR, including in accordance with Section 6. The Licensee shall protect the Software Source Code from unauthorized access with sufficient and adequate measures. In case of any leakage or disclosure of Software Source Code, the Licensee shall promptly notify IAR in order to seek appropriate action or remedy, and shall co-operate, and shall cause any affected representatives to co-operate, regarding any action which IAR may decide to take in order to limit the effects of the leakage.

4.7.4 For the Products Embedded Trust, Embedded Secure IP and Secure Deploy - Prototyping, the following shall apply, in addition to all other provisions of this Agreement: Notwithstanding what is set out in 4.7.1, the Software Source Code may be compiled and linked also with other products than those from IAR, on the conditions set out in clause this clause 4.7.4. Any such compilation and linkage may only be made in accordance with the provisions on such use set out in the Documentation and/or this Agreement. The Licensee may transfer derivative works of the Source Code in object code form, made pursuant to this clause 4.7.4, for the intended use on: (i) an IAR hardware product and/or (ii) third party hardware provisioned using Secure Deploy - Prototyping, all



provided that the end user agrees to be bound by the terms in this Agreement for the transfer, redistribution and/or use of such object code, or any copies or derivative works made thereof, and provided that all proprietary markings and notices are maintained unchanged. All other aspects of 4.7.1 to apply unchanged. Any breach of this Section 4.7.4 shall be considered a material breach of this Agreement.

#### 4.8 Evaluation License

To the extent the relevant license granted is an Evaluation License, the terms in this Section 4.8 shall apply.

Subject to the terms and conditions of this Agreement, IAR hereby grants to the Licensee a personal, non-transferable and non-exclusive license to use the Licensed Product for testing and evaluation purposes for a limited period of time. Any other use than for testing and evaluation is prohibited. IAR has no obligation to provide support or related services and no warranties. The relevant License Term for the Evaluation License is as set out on [www.iar.com](http://www.iar.com).

IN NO EVENT SHALL IAR BE LIABLE TO THE OTHER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH OR ARISING OUT OF THE USE OR PERFORMANCE OF THE LICENSED PRODUCT, SUPPORT MATERIALS, OR THE PROVISION OF SERVICES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 14 in this Agreement may also apply to an Evaluation License.

#### 5. LICENSE RESTRICTIONS

- 5.1 Independent of the relevant licensing model and/or type of licenses purchased by Licensee, the following restrictions shall apply unless otherwise specifically stated in Section 4 above describing the different types of licenses.
- 5.2 The Licensee may not remove, make emulations, reverse engineer, decompile, or disassemble the Executable Software. Licensee is not allowed to derive the source or assembly code of Licensed Products provided in executable or object formats. The Licensee accepts that all information gained about the Licensed Product is the valuable intellectual property of IAR and as such must be treated as confidential as described under Section 6. The Licensee warrants that it will not sell, license, lease, rent, loan, lend, transmit, network, communicate, or otherwise distribute or transfer the Licensed Product in any manner to any third party whether on a permanent or temporary basis, except as explicitly stated in this Agreement. Furthermore the Licensee warrants that it will not use or permit the use of (including without limitation by time sharing or network use) the Licensed Product for the benefit of any entity other than the Licensee; or in a computer service business; make telecommunications data transmissions of the Licensed Product; use long-haul gateways on any central processing unit on which the Licensed Product is used. The Licensee is also expressly prohibited from adapting, modifying, revising, improving, upgrading, enhancing, and creating derivative works of the Executable Software for any purpose including error correction or any other type of maintenance.
- 5.3 If the Licensed Product contains support for security technologies, the use of the Licensed Product may be subject to supplemental terms available at <https://www.iar.com/knowledge/support/licensing-information/>





## 6. LICENSE BREACH

- 6.1 The Licensed Products are licensed to the Licensee subject to the terms and conditions set out in this Agreement. The permitted use of the Licensed Products within each type of license is described in detail under Section 4 above, and applicable as relevant for the Licensee. For the avoidance of doubt, any misuse of the Licensed Products including but not limited to any use contrary to the permitted use as described for the relevant type of license or of the license restrictions in Section 5, will be deemed a material breach of the Agreement.
- 6.2 The Licensee shall keep records of the Licensee's use of Licensed Product for no less than the preceding twenty-four (24) month period. The Licensee shall make the records available to either IAR or a neutral third party on reasonable notice, as agreed between the parties. In the case of a neutral third party audit, IAR and Licensee shall in good faith mutually appoint an auditor. Should such an agreement not be reached within sixty (60) days after IAR notice, then the parties agree to have Business Software Alliance conduct such an audit, or itself elect an auditor. The Licensee will permit IAR or a third party, as the case may be, to have access to the Licensee's records and computer systems and to use software audit tools on the Licensee's systems to ensure that the Licensee is using its software in accordance with the applicable license terms. Upon the Licensee's request, the party conducting the audit with the Licensee shall enter into a non-disclosure agreement with the Licensee, to protect the Licensee's propriety and/or confidential information. Information retrieved and/or conveyed to IAR as a result of such an audit as here described shall be limited as to only ensure that the Licensee is using its software in accordance with the applicable license terms, or evidence of the contrary.
- 6.3 Subject to the other terms herein, and with the Licensee as fully responsible for all actions or omissions of such a consultant, Licensee may let a consultant use the Licensed Product for work solely on behalf of the Licensee for the licensed purpose and provided that the Licensed Product is not used for any other purpose or third party.
- 6.4 Perpetual Licensing Model. To the extent the licensing model is a perpetual model, the terms in this Section 6.4 shall apply.
- 6.4.1 Upon each and every breach by the Licensee hereunder a contractual penalty amounting to 200% for breach under Sections 3.3, 4, 4.2, 4.3, 4.4, 4.4.4, 5.2 or 5.3 and 1000% for breach under Section 4.7 of the applicable license fee under the relevant Invoice is payable by the Licensee to IAR or IAR Distributor. In case IAR' actual damage due to the breach would exceed this amount, also the remainder shall be paid by the Licensee, see also Section 4.7.
- 6.5 Subscription Licensing Model. To the extent the licensing model is a subscription model, the terms in this Section 6.5 shall apply.
- 6.5.1 Upon each and every breach by the Licensee hereunder a contractual penalty amounting to 200% for breach under Sections 3.3, 4, 4.2, 4.3, 4.4, 4.4.4, 5.2 or 5.3 and 1000% for breach under Section 4.7 of an amount equal to the aggregate annual license fee for the Licensed Products paid by the Licensee for the past one-year period is payable by the Licensee to IAR or IAR Distributor. In case IAR' actual damage due to the breach would exceed this amount, also the remainder shall be paid by the Licensee, see also Section 4.7.

## 7. LICENSE CONTROL SERVICE

- 7.1 If the Licensee has ordered or agreed to IAR's remote license control solution (the "**Service**") it will be stated in the Order Confirmation and if so, what is set out in this Section 7 shall apply.





- 7.2 The Service enables IAR to conduct license verification through remote access, or as otherwise decided by IAR from time to time, during the term of the Agreement. The Licensee's use of the Licensed Products requires and is conditional on the Licensee's verification through the Service and the Licensee acknowledges that without such verification the Licensed Product cannot be used.
- 7.3 The Service requires sufficient connection (such as through telecommunication and internet services) to the contact point for the Service, as designated by IAR. It is the responsibility of the Licensee to ensure and maintain, at its own cost, such connection (and any required hardware, equipment or rights) necessary to gain access to and use the Services and IAR shall not have any responsibility or liability for any connectivity or downtime issues due to the Licensee or any third party (such as of communications providers or IAR's cloud service provider). The technical requirements for use of the Service may be further specified by IAR, such as on IAR's homepage ([www.iar.com](http://www.iar.com)).
- 7.4 In addition to what is otherwise set out in the Agreement, IAR reserves the right to, at its reasonable discretion, immediately and without prior notice suspend or revoke the Licensee's access to the Service, if the Licensee's use of the Service risks the security or proper functioning of the Service or if the Licensee is suspected to, or has violated the terms of this Agreement, or otherwise uses the Service in an unlawful or improper manner. IAR shall in such cases have no liability or obligation to repay any of the fees paid by the Licensee hereunder.
- 7.5 IAR strives to have the Service made available and fully functioning around the clock, seven days a week. IAR may from time to time make planned or unplanned interruptions in the availability of the Service, such as for maintenance. IAR will, to a reasonable extent, provide the Licensee with prior notice of any planned interruptions and try to schedule these so it does not significantly disturb the Licensee's business.
- 7.6 UNLESS OTHERWISE EXPRESSLY SET OUT OR SPECIFICALLY AGREED IN WRITING, THE SERVICE IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES OR CONDITIONS, AND IAR DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IAR DOES NOT WARRANT THAT THE SERVICE PROVIDED HEREUNDER WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED.
8. CONFIDENTIALITY
- 8.1 The Licensee agrees that all material and information relating to the Licensed Products is made available for the use solely under and in accordance with this Agreement. The Licensee has no right at any time during or after expiry, cancellation or termination of this Agreement to disclose such material and/or information relating to the Licensed Product, whether directly or indirectly, to any third party without IAR's prior written approval. The Licensee shall hold harmless, defend, and indemnify IAR from and against any and all losses, costs, damages, and expenses arising out of or in connection with the Licensee's failure to comply with requirements of this Section 8. The Licensee's confidentiality obligations hereunder shall survive expiry, cancellation or termination, for any reason, of this Agreement.
9. PAYMENT TERMS AND CONDITIONS
- 9.1 In consideration of the rights granted and services rendered by IAR under this Agreement, the Licensee shall pay the license fees for the Licensed Products as specified in the Invoice. Payments are to be made according to the payment schedule stated in the Order Confirmation, or if not stated,



invoices are payable within thirty (30) days of the Invoice date.

- 9.2 If the Licensee fails to effect payment within the stipulated time, IAR or IAR Distributors shall be entitled to (a) charge interest after due date as stated in the Invoice, or if not stated in the Invoice, the interest charged will be the reference rate set by Sweden's central bank (*Sw. Sveriges Riksbank*) + eight percent (8%); (b) postpone the fulfilment of any of its own obligations until payment is made; and/or (c) terminate the Agreement by notice in writing to the Licensee and recover from the Licensee any and all loss incurred.
- 9.3 All prices are exclusive of, and the Licensee is responsible for, all fees and taxes, including custom duties, importation fees, sales, use, withholding, gross revenue, and like taxes, dues, and charges assessed or incurred in connection with the provision of goods and services under this Agreement.

## 10. LIMITED WARRANTY

- 10.1 IAR warrants that the Hardware upon receipt by the Licensee will be free from defects in materials and faulty workmanship under normal use for a period of twelve (12) months from the date of delivery to the Licensee. During this warranty period IAR will, at its option, after its receipt of the Hardware in return, repair or replace, free of charge, defective Hardware. Said repair or replacement shall be the Licensee's exclusive remedy under this Hardware warranty. Notwithstanding the foregoing, IAR shall have no responsibility to repair or replace a Hardware which, in IAR' opinion, has been damaged by the Licensee by accident, abuse, or as a result of attempted self-maintenance service.
- 10.2 IAR does not warrant that the Licensed Product will meet the Licensee's requirements or that the operation of the Licensed Product will be uninterrupted and error free. The Licensee is solely responsible for the selection of the Licensed Product to achieve its intended results or for the results actually obtained.
- 10.3 The above warranty does not apply to conditions resulting from improper use, external causes, including service or modifications not performed by IAR or a contractor appointed by IAR, or operation outside the specified environmental parameters. IAR will not be responsible for operation of the Licensed Product other than on the host equipment specified in the Invoice and in conjunction with the operating environment designated for each version of the Licensed Product. Minor deviations from the above warranty, which are of little importance for the intended use of the Licensed Product and which do not cause more than minor inconvenience for the Licensee shall not be considered as breaches of the above warranty.
- 10.4 THE ABOVE WARRANTY IS IAR' ONLY WARRANTY WITH REGARD TO THE LICENSED PRODUCT AND HARDWARE AND THIS AGREEMENT AND, SAVE AS PROVIDED IN THIS AGREEMENT, NO OTHER WARRANTY OR CONDITION, EXPRESSED OR IMPLIED, WILL APPLY, AND THE LICENSEE WILL NOT RAISE ANY OTHER CLAIMS BASED ON THE PERFORMANCE OR LACK OF PERFORMANCE OF THE LICENSED PRODUCT. IAR SPECIFICALLY EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS OR UNDERTAKINGS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A PARTICULAR RESULT, OR OF ANY OTHER WARRANTY OBLIGATION ON THE PART OF IAR.
- 10.5 IAR expressly disclaims any liability for any hardware or software solutions at the Licensee which may affect the performance of the Licensed Product, including but not limited to network configurations.



10.6 The provisions of this Section 10 shall survive any expiry, cancellation or termination of this Agreement for any reason.

#### 11. INTELLECTUAL PROPERTY INFRINGEMENT

11.1 IAR will in the way set out in Section 11.2, and subject to all limitations therein, act on any action brought against the Licensee to the extent it is based on a claim that the Licensed Product as it exists on the date of the Invoice infringes any patent or copyright duly issued under the laws of the country under which IAR or the Licensee is organized.

11.2 IAR shall, in the way set out below, as sole remedy, act on a third-party claim that the Licensed Product infringes the intellectual property rights of such party, provided that IAR is given prompt notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. IAR may at its option obtain the right for the Licensee to continue using the infringing Licensed Product, replace or modify the infringing Licensed Product until it becomes non-infringing, or if such replacement or modification is not reasonably available, terminate this license with respect to the infringing Licensed Product and provide for a reasonable refund of fees paid by the Licensee to IAR for the Licensed Product so affected.

11.3 IAR shall not have any liability if the alleged infringement arises out of unauthorized use of the Licensed Product, postdelivery, non-IAR modifications, or the combination with other products or devices not furnished by IAR. THE OBLIGATIONS STATED IN THIS SECTION ARE IAR' SOLE LIABILITIES AND THE LICENSEE'S SOLE REMEDIES FOR INFRINGEMENT OF PATENTS AND COPYRIGHTS. FOR THE AVOIDANCE OF DOUBT, THE LIABILITY OF IAR UNDER THIS SECTION 11, IN THE CASE OF A PERPETUAL LICENSING MODEL, MAY NEVER EXCEED THE LICENSE FEE PAID BY THE LICENSEE, AND, IN THE CASE OF A SUBSCRIPTION LICENSING MODEL, MAY NEVER EXCEED AN AMOUNT EQUAL TO THE AGGREGATE ANNUAL LICENSE FEE PAID BY THE LICENSEE FOR THE PAST ONE-YEAR PERIOD.

#### 12. FORCE MAJEURE

12.1 Either party shall be excused from fulfilment of any obligation under this Agreement only to the extent that and for so long as such performance is prevented or delayed by an industrial dispute or any other cause beyond its reasonable control, such as, but not limited to, riots, floods, war, warlike hostilities, fires, embargo, trade sanctions, shortage of labor, power, fuel, means of transportation, or common lack of other necessities ("**Force Majeure Event**"). A party wishing to claim relief under this Section shall forthwith notify the other party in writing of the Force Majeure Event.

#### 13. LIMITATION OF LIABILITY

13.1 THE USE OF THE LICENSED PRODUCT AND ALL CONSEQUENCES ARISING THEREFROM IS THE SOLE RESPONSIBILITY OF LICENSEE. IAR SHALL NOT BE LIABLE TO THE LICENSEE FOR ANY LOSS OR DAMAGE CAUSED ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE LICENSED PRODUCT, THE USE OF THE LICENSED PRODUCT, OR OTHERWISE.

13.2 PERPETUAL LICENSING MODEL: TO THE EXTENT THE LICENSING MODEL IS A PERPETUAL MODEL, THE TERMS IN THIS SECTION 13.2 SHALL APPLY.

13.2.1 IAR' LIABILITY VIS-A-VIS THE LICENSEE UNDER THIS AGREEMENT SHALL UNDER ALL CIRCUMSTANCES BE LIMITED TO FIFTY (50) PER CENT OF THE LICENSE FEE FOR THE LICENSED PRODUCT PAID BY THE LICENSEE HEREUNDER, PROVIDED HOWEVER THAT IF SECTION 11 IS APPLICABLE THE TOTAL LIABILITY OF IAR HEREUNDER MAY INSTEAD NEVER EXCEED ONE



HUNDRED (100) PER CENT OF THE LICENSE FEE PAID BY THE LICENSEE HEREUNDER FOR SUCH LICENSED PRODUCT.

13.3 SUBSCRIPTION LICENSING MODEL: TO THE EXTENT THE LICENSING MODEL IS A SUBSCRIPTION MODEL, THE TERMS IN THIS SECTION 13.3 SHALL APPLY.

13.3.1 IAR' LIABILITY VIS-A-VIS THE LICENSEE UNDER THIS AGREEMENT SHALL UNDER ALL CIRCUMSTANCES BE LIMITED TO FIFTY (50) PER CENT OF AN AMOUNT EQUAL TO THE AGGREGATE ANNUAL LICENSE FEE PAID BY THE LICENSEE FOR THE PAST ONE-YEAR PERIOD, PROVIDED HOWEVER THAT IF SECTION 11 IS APPLICABLE THE TOTAL LIABILITY OF IAR HEREUNDER MAY INSTEAD NEVER EXCEED ONE HUNDRED (100) PER CENT OF AN AMOUNT EQUAL TO THE AGGREGATE ANNUAL LICENSE FEE PAID BY THE LICENSEE FOR THE PAST ONE-YEAR PERIOD FOR SUCH LICENSED PRODUCT.

13.4 IAR SHALL IN NO EVENT BE LIABLE TO THE LICENSEE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, SUCH AS LOSS OF DATA, USE AND/OR PROFITS, BUSINESS INTERRUPTION OR DOWNTIME COSTS AND CAPITAL COSTS OR CLAIM OF THIRD PARTY, WHETHER ON ACCOUNT OF DEFECTS, PERFORMANCES, NON-PERFORMANCES, DELAYS, PERSONAL INJURIES, PROPERTY DAMAGES, OR OTHERWISE, REGARDLESS WHETHER IAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.5 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY UNDER APPLICABLE COMPULSORY LAW OF IAR FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

13.6 The provisions of this Section 13 shall survive the expiry, cancellation or termination of this Agreement for any reason.

#### 14. THIRD PARTY RIGHTS

14.1 The Licensed Product may include third party-owned software and open-source components. In addition to all other provisions of this Agreement the third party-owned software and open-source components shall also be subject to the supplemental terms and conditions governing such third party-owned software or open-source components. These supplemental terms add to the terms of this Agreement and shall supersede any inconsistent or conflicting terms in this Agreement as they pertain to the third party-owned software or the open-source components. If the Licensed Product the Licensee receives hereunder contains third party-owned software or open-source components, the Licensee agree to comply with all terms and conditions imposed on you in respect of such third party-owned software or open-source components.

14.2 The third party-owned software or open-source are subject to supplemental terms and a copy of these terms will be made available together with the Software when downloading and/or receiving the Licensed Products from IAR.

#### 15. SUPPORT AND UPDATE AGREEMENT (SUA)

15.1 Excluding what is specified in Section 15.2 and/or Section 10 of this Agreement, this Agreement does not grant the Licensee any right whatsoever to any improvements, modifications, enhancements or updates to the Licensed Product, or any other support services relating to the Licensed Product.

15.2 To the extent that the license granted includes Support and Update Service, the Licensee will be



entitled to the services defined in the Support and Update Agreement ("SUA") or Service Description as applicable, as attached or referenced to in the Order Confirmation. In the case that the license granted does not include Support and Update Services or in the case where such services have expired, the Licensee may, depending on the nature of the granted license, purchase additional periods of Support and Update Services.

15.3 Use of improvements, modifications, enhancements or updates received by the Licensee under IAR Support and Update Agreement (SUA) or received under Section 10 of this Agreement, shall be governed by the terms and conditions contained herein. For the avoidance of doubt, and unless otherwise has been separately agreed, any use of improvements, modifications, enhancements, support, releases, or updates under the SUA shall be subject to and received by the Licensee under the latest version of this Agreement (as amended and updated from time to time), which may be provided through IAR's ordinary channels (such as by publication on IAR's webpage).

## 16. TERMINATION OF THE AGREEMENT

16.1 IAR shall have the right to terminate this Agreement with immediate effect if the Licensee is in breach of any of its obligations under this Agreement, including, but not limited to (a) use of the Licensed Product in any manner other than pursuant to the rights granted in Sections 3 and 4; (b) breach of the confidentiality provisions of Section 8; (c) failure of the Licensee to remit payments as provided in Section 9; or (d) Licensee's breach of export control regulations as set forth in Section 17.

16.2 This Agreement will terminate immediately without notice if the Licensee suspends its payments, becomes bankrupt or insolvent or enters into liquidation or otherwise can be regarded as insolvent.

16.3 Upon IAR' termination of this Agreement, as set out in this Article, then, IAR may, at its option, and in addition to any other rights hereunder, and in addition to any other remedies available to IAR under the law, in writing require the Licensee to return or destroy all versions of the Licensed Product and the Documentation and any and all documentation relating thereto on any media and in any form in Licensee's possession. Licensee shall give a written confirmation to IAR that all material related to the Licensed Product and its operation has been returned to IAR or destroyed. The provisions of Section 16.3 shall survive the expiry, cancellation or termination of this Agreement.

## 17. EXPORT CONTROL REGULATIONS

17.1 The Licensed Product and the Documentation are subject to export or import regulations in various countries, including but not limited to the regulations of the United States Export Administration Act and EU Regulation 2021/821 ("**Regulations**"). The Licensee hereby agrees that the Licensee will not knowingly (a) export or reexport, directly or indirectly, any product or technical data or any controlled products restricted by applicable national regulations, including software, received from IAR or IAR Distributor under this Agreement, (b) disclose such technical data for use in; or (c) export or reexport, directly or indirectly, any direct product of such technical data or of such other controlled products, including software, to any destination to which such export or reexport is restricted or prohibited by U.S., the European Union, the United Nations, or other applicable law, without obtaining prior written consent of IAR; nor (d) export or re-export any controlled products, including software, received from IAR or IAR Distributor to anyone for the development or production of nuclear, chemical or biological weapons.



## 18. MISCELLANEOUS

- 18.1 This Agreement shall not in any situation be assignable or transferable in whole or in part by either party, without the prior written approval of the other party. This notwithstanding, IAR shall be entitled to assign this Agreement in whole or in part to a company within the IAR Group, and IAR may assign this Agreement without penalty or detriment to its rights under this Agreement, and without the Licensee's prior written consent, in the event of a merger or similar reorganization or sale of substantially all of IAR' assets.
- 18.2 As set out in this Agreement, IAR only provides the license on the terms and conditions presented by IAR in this Agreement. No individual and/or general terms and conditions, including terms of purchases, presented by Licensee (for example in a purchaser order or order confirmation) or otherwise used by the Licensee shall apply, irrespective of whether such terms and conditions has been submitted or later is submitted to IAR and irrespective of whether IAR performs delivery without declaring that it has rejected or later rejects to be bound by such terms and conditions. Consequently, IAR is not bound by any qualified or modified acceptance to its proposal or to this Agreement, unless IAR has clearly stated in writing that it accepts such qualified or modified acceptance.
- 18.3 No alteration or amendment to this Agreement shall be valid unless such alteration or amendment is made in writing and signed by the parties hereto.
- 18.4 All correspondence and notifications pursuant to this Agreement shall be in writing in English and shall be deemed to have been duly received (i) on the day of delivery, if delivered personally; (ii) on the next working-day in the place to which it is sent, if sent by email, provided that the recipient has confirmed receipt; (iii) on the second business day after sending, if sent by reputable overnight courier (with delivery receipt obtained); or (iv) on the fifth Business Day after sending, if sent by registered or certified mail (*Sw. rekommenderat brev eller rekommenderat brev med mottagningsbevis*), to the address or email address of the recipient set forth in the Invoice or Order Confirmation (or to such other address or email address of the recipient notified to the sender by the recipient for the purpose of this Agreement).
- 18.5 This Agreement contains the entire understanding between the parties on its subject matter, and annuls and replaces any other agreements or understandings, whether written or oral, which may exist or have existed between the parties on the subject matter hereof.
- 18.6 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.
- 18.7 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with this Agreement, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
- 18.8 All arbitral proceedings conducted pursuant to this Section 18.7, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in



any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.

- 18.9 The provisions of this Section 18 shall survive the expiry, cancellation or termination of this Agreement for any reason.
- 18.10 IAR may process personal data, as a controller, when providing the Licensed Product, the Service and/or in connection with the provision of Support and Update Services under the SUA. IAR's processing of such personal data will be made in accordance with IAR's privacy policy, as may be amended from time to time, the current version to be found at <https://www.iar.com/privacy-policy/>. The Licensee undertakes to inform any users of the Licensed Product or the Service about IAR's personal data processing and to provide them with a copy of IAR's privacy policy.