



# SOFTWARE LICENSE AGREEMENT FOR SUBSCRIPTION

March 2025

## PREAMBLE

THIS SOFTWARE LICENSE AGREEMENT FOR SUBSCRIPTION (THE “**AGREEMENT**”) APPLIES TO PRODUCTS LICENSED BY IAR SYSTEMS AB INCLUDING ANY OF ITS AFFILIATES (“**IAR**”) OR DISTRIBUTORS (“**IAR DISTRIBUTORS**”), TO YOU (THE “**LICENSEE**”) UNDER A SUBSCRIPTION LICENSING MODEL. IAR AND THE LICENSEE ARE HEREINAFTER JOINTLY REFERRED TO AS THE “**PARTIES**” AND INDIVIDUALLY THE “**PARTY**”.

YOU AS A USER WILL BIND THE CORPORATION OR ORGANIZATION SET OUT ON THE CONTRACT, 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 Contract, will set out (a) the Subscription Fee; (b) the License Term; (c) the type of License purchased; (d) the agreed number of Named Users, if applicable; (e) purchased Capacity, if applicable; and (f) 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. When applicable, a singular term shall be interpreted to include the plural, and a plural term shall be understood to refer to the singular.

- 1.1 “**Build Server License**” is a type of license further regulated in Section 4.3.
- 1.2 “**Capacity**” means the number of tools and/or utilities within the Licensed Products that can be executed simultaneously at any given time.
- 1.3 “**Contract**” means the IAR quotation sent by IAR or IAR Distributor for the Subscription and/or Service, jointly with the Licensee’s signed contract or other written confirmation of a purchase according to such quotation as relevant, governed by the terms and conditions of this Agreement.
- 1.4 “**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.
- 1.5 “**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 “**Hardware**” means debug probes, hardware locks (dongles), cables, adapters, and Security Appliance (also referred to as the Hardware Security Module or HSM).



- 1.7 "IAR Support Website" means the web pages provided by IAR for Support, including Mypages.
- 1.8 "Invoice" means IAR or IAR Distributor's invoice to the Licensee for the Subscription including the Service, as applicable.
- 1.9 "Licensed Product" means the Software and Documentation for the IAR product(s) specified in the Contract and licensed to the Licensee under the conditions of this Agreement once Licensee has purchased necessary licenses. Unless otherwise explicitly stated, the following Software is not included in the Licensed Product: (i) added to the Licensed Product for the purpose of training or demonstration, such as application example code; (ii) third party software related to support for micro-controllers and micro-processors (device configuration files, flash loaders, linker files, and register definition files) of third party manufacturers, also referred to as device support; and (iii) provided by a third party for the interoperability between the Licensed Product and a third party product.
- 1.10 "Licensee" means the customer company stated on the Contract.
- 1.11 "License Term" means the time period for which the Subscription is valid and the license to use the Licensed Product is granted to the Licensee, as outlined in the Contract.
- 1.12 "Mobile License" is a type of license further regulated in Section 4.2.
- 1.13 "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.
- 1.14 "PC-locked License" is a type of license further regulated in Section 4.1.
- 1.15 "Service" has the meaning set out in Section 7.
- 1.16 "Site" means the physical premises of the Licensee located at one and the same physical address.
- 1.17 "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.
- 1.18 "Software Source Code" means software modules and/or components in source code format.
- 1.19 "Subscription" means a right to use the relevant Licensed Products, the Service and to obtain Support and Update Service, as per the terms and conditions of this Agreement during a fixed term, i.e. during the License Term.
- 1.20 "Subscription Fee" means the fee payable by the Licensee for the Subscription as set out in the Contract.
- 1.21 "Support and Update Services" means the services set out in Section 15 and further described in the Support Description attached hereto.

## 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 Subscription, or (ii) the Licensee's download or use of the Licensed Product and/or Service.
- 2.2 **Term of the Agreement.** The Agreement shall remain in force and effect for the duration of the License Term unless terminated earlier according to this Agreement.



2.3 **License Term.** The License Term shall be as set out in the Contract, which may consist of an initial term and a renewal option. Unless otherwise set out in the Contract, the initial License Term, or any subsequent term thereof pursuant to a renewal under this Section, shall be automatically renewed for successive periods of twelve (12) months, 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. The License Term shall be terminated in the event this Agreement is terminated.

### 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.

For the avoidance of doubt, the Licensee owns the results produced from its use of the Licensed Products in accordance with the terms herein.

#### 3.2 License grant

The Licensed Products are licensed to Licensee under a Subscription, valid during the License Term. The Contract 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 Contract as well as the Licensee's compliance with the terms and conditions of this Agreement, including without limiting, the license restrictions set out in Section 5.

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 family or group of embedded micro-controller and micro-processor devices, and the provisions of Section 14.1 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) from the IAR Product Updates site or iar.com 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 0 and 4.1.2 shall apply.



4.1.1 During the License Term and subject to the terms and conditions of this Agreement, IAR 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 for one (1) single user 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 During the License Term and subject to the terms and conditions of this Agreement, IAR 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 Build Server License

4.3.1 During the License Term and subject to the terms and conditions of this Agreement, IAR grants to the Licensee a personal, non-transferable and non-exclusive Build Server License to use the Licensed Products.

4.3.2 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.

4.3.3 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 (1) Site only, on which these build jobs are performed. The Build Server License is locked to the computer where the on-premise IAR License Server runs. The Build Server License is limited to a maximum number of concurrent build jobs.

#### 4.4 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).

#### 4.5 Source Code License

4.5.1 If the Licensee is entitled to and 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:

During the License Term and subject to the terms and conditions of this Agreement, IAR grants to the Licensee a personal, non-transferable and non-exclusive license to reproduce, make derivate works of, and use such Software Source Code only in conjunction with the Licensed 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 4.5 shall be considered a material breach of this Agreement.

4.5.2 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.

4.5.3 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, and always 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.

4.5.4 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 4.5.1, the Software Source Code may be compiled and linked also with other products than those from IAR, on the conditions set out in this Section 4.5.4. 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 Section 4.5.4, 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 4.5.1 to apply unchanged. Any breach of this Section 4.5.4 shall be considered a material breach of this Agreement.

## 5. LICENSE RESTRICTIONS

5.1 Independent of the relevant type(s) of license 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 8.

5.3 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.

5.4 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 that is not the Licensee indicated on the Contract, whether on a permanent or temporary basis, except



as explicitly stated in this Agreement. For the avoidance of doubt, the Licensee may not in any manner transfer or assign (including but not limited to as a result of merger or acquisition) the Subscription nor any licenses granted hereunder, to any third party.

- 5.5 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.
- 5.6 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 Upon each and every breach by the Licensee hereunder a contractual penalty amounting to 200% for breach under Sections 3.3, 4.1 to 4.4, or 5 and 1000% for breach under Section 4.5 of an amount equal to the aggregate annual Subscription 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 4.5.



## 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 Contract and if so, what is set out in this Section 0 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 Parties acknowledge that all material and information relating to the Licensed Products and information provided by a Party in connection with Support and Update Services identified as confidential ("**Confidential Information**"), is proprietary and confidential, and agree that it is made available for the use solely under and in accordance with this Agreement. The receiving Party has no right at any time during or after expiry, cancellation or termination of this Agreement to disclose such Confidential Information, whether directly or indirectly, to any third party without the disclosing Party's prior written approval. The receiving Party shall hold harmless, defend, and indemnify the disclosing Party from and against any and all losses, costs, damages, and expenses arising out of or in connection with the receiving Party's failure to comply with requirements of this Section 8. The receiving Party's confidentiality obligations hereunder shall survive expiry, cancellation or termination, for any reason, of this Agreement.



8.2 The foregoing restrictions on disclosure shall not apply to information (a) in the public domain at the time of its disclosure or communication to the receiving Party; (b) that entered the public domain through no fault of the receiving Party subsequent to the time of its receipt; or (c) required to be disclosed by order of a court or other governmental agency having jurisdiction thereof, provided in such case the receiving Party shall give the disclosing Party prompt notice thereof. The disclosing Party understands that the receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the disclosing Party's Confidential Information. Nothing in this Agreement will be construed as a representation or inference that the receiving Party will not develop products or services, or have products or services developed for it that, without violation of this Agreement, compete with the products or systems contemplated by the disclosing Party's Confidential Information.

## 9. SUBSCRIPTION FEE AND PAYMENT TERMS

### 9.1 Subscription Fee

9.1.1 The Subscription Fee and any and all applicable 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.

9.1.2 The annual Subscription Fee may be adjusted by IAR, at its sole discretion, up to a maximum of ten percent (10%) upon renewal of the License Term.

9.1.3 Moreover, IAR reserves the right to adjust the annual Subscription Fee as follows:

- (a) in the event of an increase in technology made available to Licensee in the Subscription;
- (b) to account for currency fluctuations to synchronize pricing globally; and
- (c) if the Consumer Price Index in the country of the relevant IAR affiliate or Distributor, shows an increased inflation.

### 9.2 Payment terms

9.2.1 In consideration of the rights granted and services rendered by IAR under this Agreement, the Licensee shall pay the Subscription Fees for the Subscription as specified in the Contract. Invoicing and payments are to be made according to the payment schedule stated in the Contract, or if not stated, invoices are payable within thirty (30) days of the Invoice date.

9.2.2 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 + eight percent (8%); (b) suspend and postpone the fulfilment of any of its own obligations until payment is made (the starting or renewal date of the Subscription shall in no event change, even if the fulfilment is postponed due to failure by the Licensee to pay the Subscription Fee); and/or (c) terminate the Agreement by notice in writing to the Licensee and recover from the Licensee any and all loss incurred.

## 10. LIMITED WARRANTY

### 10.1 Hardware

10.1.1 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. This 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.

## 10.2 Licensed Products

10.2.1 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 the sole responsible for the selection of the Licensed Product to achieve its intended results or for the results actually obtained. IAR will not be responsible for operation of the Licensed Product.

10.3 THE WARRANTIES HEREIN ARE IAR'S ONLY WARRANTIES 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.

10.4 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.

10.5 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, MAY NEVER EXCEED AN



AMOUNT EQUAL TO THE AGGREGATE ANNUAL SUBSCRIPTION 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.
- 13.1.1 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 SUBSCRIPTION 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 SUBSCRIPTION FEE PAID BY THE LICENSEE FOR THE PAST ONE-YEAR PERIOD FOR SUCH LICENSED PRODUCT.
- 13.2 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 LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.3 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.
- 13.4 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.

14.3 Any third party-owned software that may be distributed or made available to the Licensee that are not deemed to be part of the Licensed Product as per the definition, shall not be governed by this Agreement but solely by the respective third party terms.

## 15. SUPPORT AND UPDATE SERVICE

15.1 As part of the Subscription, Licensee shall obtain Support and Update Services as per the Support Description attached hereto.

15.2 Use of improvements, modifications, enhancements or updates received by the Licensee under Support and Update Service or otherwise received by Licensee, 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 Support and Update Service, 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).

15.3 IAR reserves the right to change the scope of the Support and Update Service at any given time, providing written notice of such change to the Licensee. Such changes shall not negatively affect or impact the Support and Update Service.

## 16. HARDWARE

16.1 Any Hardware purchased by the Licensee shall be sold to the Licensee as per the terms and conditions set out in the Contract.

16.2 The Licensee shall not be entitled to use the Hardware for any other purpose than as set out in the relevant specifications and in combination with the Licensed Products.

## 17. TERMINATION OF THE AGREEMENT

17.1 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 set out in the Contract; or (d) Licensee's breach of export control regulations as set forth in Section 18.

17.2 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.

17.3 Upon termination or expiry of this Agreement, the License Term will be terminated and the Subscription and the rights granted to Licensee hereunder shall be terminated. Consequently, upon such termination or expiry of the Agreement, Licensee shall have no further right to use the Licensed Products. Notwithstanding the foregoing, upon expiry or termination of the Agreement and/or the Subscription, the Licensee may continue to use binary images that contains Software Source Code provided by IAR which are produced during the Subscription, for an indefinite period.

17.4 Additionally, in the event of IAR's termination of this Agreement pursuant to Sections 17.1 or 17.2, 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 uninstall, 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 uninstalled, returned to IAR or destroyed. The provisions of Section 17.3 shall survive the expiry, cancellation or termination of this Agreement.

## 18. EXPORT CONTROL REGULATIONS

- 18.1 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 Licensed Product that is restricted by applicable national regulations, including Hardware and software (“**Controlled Product**”), 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 products, including software, received from IAR or IAR Distributor to anyone for the development or production of nuclear, chemical or biological weapons.
- 18.2 For those Controlled Products that require an export license, it is necessary to have an approved export license prior to any of the following activities related to such Controlled Products: (i) IAR granting access to the Controlled Product; (ii) IAR providing Support and Update Services on such Controlled Product; and (iii) when relevant, prior to shipping the Controlled Product to the Licensee. The Licensee shall provide all relevant and necessary documents to IAR or IAR Distributor in order for IAR apply for the necessary export license. IAR shall not be held liable under this Agreement and/or Contract in the event such an application is delayed or rejected by the relevant authorities.
- 18.3 IAR is responsible for the export of the Licensed Products from the original country of export to the Licensee country and entity as indicated on the Contract, and to provide the Licensee with relevant information regarding its Licensed Products. IAR does not assume any liability for import nor for any potential re-export or transfer of the Licensed Products from such Licensee country, to any other country. It is the responsibility of the Licensee to ensure that such re-export or transfer is legally permissible and meets the requirements of such Licensee country. Notwithstanding the foregoing, any re-export and/or further transfer of the Licensed Products shall be in compliance with the requirements and limitations of the relevant type of license purchased by the Licensee and the terms and conditions of this Agreement.

## 19. MISCELLANEOUS

- 19.1 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.
- 19.2 As set out in this Agreement, IAR only provides the license on the terms and conditions presented by IAR in this Agreement. Any individual and/or general terms and conditions, including terms of purchase, presented by Licensee (for example in a purchaser order or Contract) or otherwise used or referenced



to by the Licensee shall be null and void, irrespective of whether IAR performs delivery without, in addition to this clear declaration, declaring that it has rejected 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.

- 19.3 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.
- 19.4 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, to the address or email address of the recipient set forth in the Invoice or Contract (or to such other address or email address of the recipient notified to the sender by the recipient for the purpose of this Agreement).
- 19.5 The Licensee acknowledges that this Agreement may be translated into different languages for convenience. Notwithstanding the foregoing, the English version of the Agreement and any constituent parts thereof, shall be the only legally binding version and shall prevail in the event of any discrepancies or conflicts between different versions.
- 19.6 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.
- 19.7 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.
- 19.8 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.
- 19.9 All arbitral proceedings conducted pursuant to this Section 19.8, 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.
- 19.10 The provisions of this Section 19 shall survive the expiry, cancellation or termination of this Agreement for any reason.



19.11 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. 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.



## SUPPORT DESCRIPTION

### Integral part of the IAR Software License Agreement for Subscription ("SLA")

March 2025

#### 1. DEFINITIONS

The capitalized terms used herein shall have the same meaning as set out in the SLA, unless otherwise set out below. When applicable, a singular term shall be interpreted to include the plural, and a plural term shall be understood to refer to the singular.

- 1.1 **"Contact Person"** means the principal person who is identified by the Licensee and who is responsible for dealing and communicating with IAR with all issues pertaining to the use, application and, Support of the Licensed Product(s) at a specific Site.
- 1.2 **"Error"** means any reproducible failure of the Licensed Product to perform in all material respects in accordance with IAR's product specifications and/or Documentation, confirmed as such by IAR.
- 1.3 **"Error Correction"** means an action performed by IAR in response to a reported Error as described further in Section 2.2.4.
- 1.4 **"Error Investigation"** means the actions performed by IAR when investigating a reported problem as described further in Section 2.2.4.
- 1.5 **"Feature Release"** can incorporate functional additions, enhancements, modifications, and corrections of Errors in order to improve the quality of the Licensed Product, once officially launched by IAR.
- 1.6 **"Functional Safety"** or **"FS"** means functional safety certified version of a Licensed Product.
- 1.7 **"IAR"** means collectively IAR and IAR Distributors.
- 1.8 **"Repair Time"** means the time from when a complete SPR has been received by IAR and it has been acknowledged and confirmed to the Licensee by a technical support person at IAR, to when an answer, resolution, or a workaround which rectifies the Error or reduces the Error Severity Level is proposed to the Licensee, i.e. Error Correction.
- 1.9 **"Report on the Certificate"** means the report from TÜV that comes with the Functional Safety certificate of the FS Licensed Product.
- 1.10 **"Response Time"** means the time from when a complete SPR has been received by IAR, to when it has been acknowledged and confirmed to the Licensee by a technical support person at IAR, i.e. Error Investigation.
- 1.11 **"Service Release"** contains minor modifications of a Licensed Product, which incorporates corrections of Errors in order to improve the quality without any significant functional additions of the Licensed Products, once officially launched by IAR.
- 1.12 **"Severity Level"** means the level of severity of a reported Error as further described in Section 2.6. Final classification of the Error's Severity Level is made by IAR.
- 1.13 **"SLA"** means the main IAR Software License Agreement for Subscription, its appendices, as the same may be amended or updated from time to time of which this Support Description forms an integral part.
- 1.14 **"SPR"** means the Software Problem Report sent by the Licensee to IAR in order to request investigation in an Error containing as a minimum the information set out in Section 0. SPR may also be referred to as **"Bug Report"**.



- 1.15 **"Support and Update Services"** means the support and update services rendered by IAR concerning the Licensed Products and as further described in this Agreement, mainly Section 2. Support and Update Services may also be referred to as **"Support Services"** or **"Support"**.
- 1.16 **"Support Call Number"** is the identification number, which is sent to a Licensee in the response to an issued SPR. This number should be referred to in all contacts regarding the case. Support Call Number may also be referred to as **"Bug ID"**.
- 1.17 **"Technical Support"** means the help desk consultations which are provided by IAR to the Licensee and which are not related to Error Investigation and Error Correction.
- 1.18 **"Unmodified Product"** means the Licensed Product as delivered by IAR.
- 1.19 **"Update Service"** means the update of the Licensed Product consisting of Feature Releases and Service Releases as further described in Section 2.2.5.
- 1.20 **"Working Day"** means a normal eight (8) hour business day in the country/state where Support is to be performed by IAR.

## 2. SUPPORT AND UPDATE SERVICE

### 2.1 Restrictions and conditions

- 2.1.1 A Licensee using the latest release of a Licensed Product is entitled to Support under the terms and conditions set out herein. Notwithstanding the foregoing, IAR will provide Support for a release of the Licensed Product that has been publicly released by IAR during the last six (6) months.
- 2.1.2 Unless explicitly stated otherwise, IAR will not provide an Error Correction, if (i) the Licensee is requesting such for an older version of the Licensed Product other than the most recently issued, or (ii) the Error has been corrected in a later release.
- 2.1.3 IAR has no obligation to provide Support under the SLA for Licensed Product(s) that have been modified. Accordingly, if the Licensee has modified the Licensed Product, the Licensee may only report Errors that relate to the Unmodified Product. It is the responsibility of the Licensee to verify that any Error is reproducible in the Unmodified Product. All Error Corrections will be made in the Unmodified Product. MODIFYING THE PRODUCT CAN CONSTITUTE A BREACH OF THE LICENSE RIGHTS, AS GRANTED UNDER THE SLA. Furthermore, IAR has no obligation to provide Support under the SLA for Licensed Product(s) running on other host machine hardware or host operating systems than those explicitly stated at time of entering into the SLA for the corresponding Licensed Products, or as amended by a Service or Feature Release.

### 2.2 Scope of the Support Service

- 2.2.1 As part of the Support Services, the Licensee is granted access to the IAR Support Website. Through the IAR Support Website, the Licensee will also have access to certificates and Report on the Certificate for the Functional Safety Licensed Products.
- 2.2.2 Additionally, support Services include Technical Support, Error Investigation, Error Correction, and Update Service, as further described in this Section 2.2.
- 2.2.3 Technical Support: Technical Support is a help desk service which includes e-mail and telephone consultations during Working Day business hours. E-mail is the recommended communication mechanism for case tracking purposes. Technical Support is intended to answer questions about the use and operation of the Licensed Product in cases where the Documentation is incomplete or unclear, and will be provided to a reasonable extent. Technical Support may be provided in local language and





in local time zones, from IAR Distributors or IAR regional support offices where applicable. Technical Support does not include training and tutoring of the Licensee's staff; such training services might be offered separately to the Licensee by IAR.

- 2.2.4 Error Investigation: IAR investigates the reported problem, tries to reproduce the problem where applicable and feasible, and isolates the Error, if any. The Licensee's obligation in this respect is to provide sufficient and reasonable information about the suspected Error based on the instructions from IAR, in a timely manner and coherent form. If IAR concludes that the reported problem is an Error, IAR sends confirmation to Licensee together with the assigned Support Call Number. Support Services do not include analysis of the Licensee's applications or interoperability between the Licensed Product and other products or software.
- 2.2.5 Error Correction: The resolution of an Error could be an answer, a workaround or a correction of the Error. IAR does not normally supply an Error Correction in order to achieve only one specific Error Correction of the Licensed Product. Accordingly, Error Corrections of the Licensed Product may include additional Error Corrections that are not related to the reported Error. Furthermore, a correction of an Error will in most cases be made available to the Licensee only as part of a Service or Feature Release. Corrections of Errors are always made on the latest release.
- 2.2.6 Update Service: Service Releases and Feature Releases are made available from time to time by IAR. During the License Term, the Licensee is entitled to receive and use Service Releases and/or Feature Releases (as made available from time to time) relating to a Licensed Product. A Service Release or Feature Release will be considered officially launched once the Licensee is notified of its accessibility in writing or when such release is accessible on dedicated web platforms (such as the IAR "Mypages"), whichever occurs earlier.
- 2.3 Error reporting
  - 2.3.1 What is here stated in Sections 2.3 to 2.5 prerequisites that all communication between the Licensee and IAR is in comprehensible written form in the English language, except when explicitly agreed otherwise. IAR will use reasonable efforts to minimize overhead from language translations between the Licensee, IAR Distributor, and IAR.
  - 2.3.2 Prior to issuing an SPR, the Licensee shall undertake all relevant actions to consult the Documentation and support material such as release notes and technical notes that are available on the IAR Support Website.
  - 2.3.3 In order to maximize the turn-around time efficiency it is essential that the Licensee provides IAR with an SPR that is as complete as possible. There shall only be one (1) reported Error per SPR.
  - 2.3.4 Each SPR will be assigned a Support Call Number. The Licensee is encouraged to use the Support Call Number in all further contacts with IAR concerning a reported Error. Failure by Licensee to provide the Support Call Number in further contacts with IAR relating to an SPR will waive IAR's responsibility in terms of Response and Repair Times.
  - 2.3.5 IAR will not be obligated to resolve the identified Error if the Licensee does not make all reasonable efforts to collaborate with IAR to resolve the identified Errors. This could mean providing access to Licensee-specific hardware and software. IAR is aware that under certain circumstances the Licensee may be prohibited to send adequate information (such as source code) to IAR as such information may be privileged. It is however the Licensee's responsibility to rewrite or restructure such information so that it becomes non-privileged, and furnish such information to IAR.



2.3.6 Each SPR shall as a minimum contain the following information:

- Licensee company name
- Licensee company division or project
- Submitter name and e-mail address, and name of Licensee Contact Person
- A Support Call Number if such has been given by IAR in earlier communication relating to the reported Error
- Description and logging of the Error and its impact on the Licensed Products performance
- A preliminary Error Severity Level for the general classification of the Error(s) in one of the four classes as defined in Section 2.6.1 below
- A description of the command(s) and procedures that reveal the Error(s)
- A description of the hardware and software environment
- Specification of release and version of the Licensed Product(s) in question
- A short description of the Errors
- Examples of input
- The resulting output
- The expected output
- The license number of the Licensed Product, if applicable
- Any special circumstances surrounding the discovery of the Error(s), and all material needed to reproduce the Error at IAR.

2.4 Response and Repair Time

2.4.1 Once IAR receives an SPR, IAR will use reasonable efforts to respond in accordance with the Response Time for the Error Severity Level of the Error as defined in the table in Section 2.5. In its response, IAR may, if applicable, indicate any disagreement with respect to the Licensee's proposed Severity Level as further defined under Section 2.6.1. In the case that IAR deems that the information provided in the SPR is insufficient for IAR to start investigating the Error, the response will include a statement to this fact.

2.4.2 IAR will use reasonable efforts to resolve the Error or reduce the Error Severity Level of the Error via a workaround or a correction of the Error in accordance with the Repair Time. However, there could be conditions when IAR will not be able to meet the defined Repair Times. Such conditions could include poor collaboration from the Licensee (as exemplified in Sections 2.1.3, 2.2.3, and 2.3), insufficient information in the SPR (as defined in Section O), difficulties for IAR to reproduce the problem and other circumstances outside of IAR's control, or incur substantial costs to IAR not in proportion to fees paid for the Support and Update Service. The best effort approach here defined shall be interpreted as that IAR's ambition is to resolve or reduce a problem within the time frames given below in nine cases out of ten (90%). Notwithstanding the foregoing, IAR recognizes that Errors defined as Critical or Serious can impose a major inconvenience for the Licensee and IAR will therefore use its reasonable best efforts to provide a correction of the Error as soon as possible, irrespectively of the Repair Times defined herein.



## 2.5 Time frames

Severity Level	Response Time	Repair Time
<b>Critical</b>	1 Working Day	No more than 15 Working Days
<b>Serious</b>	1 Working Day	No more than 30 Working Days
<b>Moderate</b>	2 Working Days	At next scheduled Service or Feature Release (unless such scheduled release is planned within the next 45 Working Days), but not later than one (1) year.
<b>Minor</b>	2 Working Days	At IAR's discretion

## 2.6 Error Severity Levels

2.6.1 IAR uses the following four (4) Severity Levels to categorize reported Errors:

- a) Critical level: The Licensed Product(s) functionality is inoperable causing critical impact to business operations if functionality is not restored quickly. If the Error is occurring during the development phase of the Licensee's product, the Error hinders all of the Licensee's development, integration, or testing in such a critical way that development progress is halted. No viable workaround is known.
- b) Serious level: The Licensed Product(s) functionality operates with severely reduced capacity causing significant impact to business operations. If the Error is occurring during the development phase of the Licensee's product, the Error has serious impacts on the development, integration, or testing, OR several critical modules in the Licensed Product(s) are inoperable. A workaround may be available, but severely reduces the Licensee's productive use of the Licensed Product(s).
- c) Moderate level: The Licensed Product(s) functionality operates with moderate reduced capacity causing slight impact to business operations. If the Error is occurring during the development phase of the Licensee's product, the Error has minor impacts on the development, integration or testing, OR a single critical module in the Licensed Product(s) is inoperable.
- d) Minor level: The Licensed Product(s) functionality operates abnormally. If the Error is occurring during the development phase of the Licensee's product, the development, integration, or testing is inconvenienced, OR a single non-critical module in the Licensed Product(s) is inoperable. Alternately, the Licensee requires information or assistance with respect to Licensed Product(s) capabilities, installation, Documentation, or configuration.

2.6.2 The SPR should include the Licensee's advice on the Error Severity Level. Upon receiving the SPR, IAR will judge whether or not the proposed Severity Level corresponds to those defined in Section 2.6.1. In case IAR reasonably finds that the reported Error does not meet the proposed Severity Level, then IAR will contact the Licensee with information about the Error Severity Level assigned by IAR. If no Severity Level is advised by the Licensee, the Error will automatically be deemed to be Minor level.

## 3. LICENSEE CONTACT PERSON

3.1 The Contact Person shall be deemed authorized by the Licensee to make decisions on behalf of the Licensee with respect to all requests to IAR for Support. If a Licensee has Licensed Product(s) at more than one Site or is involved in more than one project, the Contact Person shall appoint additional Contact



Person(s) at each Site and/or for each project to receive and disseminate information received from IAR relevant to the Licensed Product(s) at such Site or for such project. If the Licensee does not clearly name a Contact Person, then IAR may assume that the person filing the original SPR is the authorized Contact Person.

- 3.2 As soon as a Contact Person is replaced, the Licensee shall notify IAR thereof in writing.
- 3.3 The Licensee's Contact Person shall ensure that the license number for the Licensed Product and other information that validates that the Licensee is entitled to receive Support from IAR is readily at hand, and shall present such information to IAR at first contact for each case, even if not solicited for such information.