



LONG TERM SUPPORT AGREEMENT

October 19, 2026

PREAMBLE

THIS LONG TERM SUPPORT AGREEMENT (THE "**LTS AGREEMENT**") SETS OUT THE TERMS AND CONDITIONS GOVERNING THE LONG TERM SUPPORT SERVICES FOR LTS PRODUCTS, LICENSED BY IAR SYSTEMS AB, QT GROUP PLC AND ANY OF THEIR RESPECTIVE AFFILIATES (COLLECTIVELY "**IAR**") OR DISTRIBUTORS ("**IAR DISTRIBUTORS**"), TO THE LICENSEE UNDER THE IAR SOFTWARE LICENSE AGREEMENT FOR SUBSCRIPTION ("**SLA**").

1 PURPOSE AND STRUCTURE

- 1.1 The purpose of this LTS Agreement is to define the terms governing the LTS and LLTS Services available for LTS Products. Upon purchase of LTS or LLTS Services, this LTS Agreement is supplemental to and forms an integral part of the Software License Agreement for Subscription ("**SLA**") including the Support Description and the relevant Contract.
- 1.2 Any provisions of the SLA that by their nature and content are not relevant to, or are incompatible with, the scope of the LTS Services, LLTS Services or the Maintenance License (including, without limitation, provisions relating to Hardware, the Service, or license types not applicable to the Maintenance License) shall not apply under this LTS Agreement. Additionally, in the event of conflict between the terms of this LTS Agreement and the SLA, the terms of this LTS Agreement shall prevail.
- 1.3 For the avoidance of doubt: (i) during the Subscription, the Licensee's use of the Licensed Product is governed by the SLA; (ii) upon expiry or termination of the Subscription, the Licensee's rights under the SLA to use the Licensed Product cease, and the Licensee's sole continuing right to use the relevant LTS Product is the Maintenance License, to the extent LTS or LLTS Services are purchased hereunder; and (iii) the Maintenance License survives thereafter for a period of twenty (20) years after the start of the Service Period, subject to Section 9.4.
- 1.4 This LTS Agreement shall enter into force upon the Licensee's purchase of LTS or LLTS Services and shall remain in force for as long as (i) the Licensee holds LTS or LLTS Services under an ongoing Service Period, and/or (ii) a Maintenance License granted hereunder remains in force, whichever is later. For the avoidance of doubt, nothing in this LTS Agreement shall be interpreted as a renewal of the Subscription for the use of the Licensed Product under the SLA.

2 DEFINITIONS

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

- 2.1 "**FS**" means functional safety.
- 2.2 "**FS Documentation Package**" means the documentation available for the FS Licensed Products, further described in Section 5.2.
- 2.3 "**FS Licensed Product**" means a functional safety certified version of a Licensed Product.
- 2.4 "**Known Problem Report**" means the report on known problems, further described in Section 4.2.3.
- 2.5 "**Limited LTS Services**" or "**LLTS Services**" means the LTS Services excluding the service of obtaining Validated Service Releases.

- 2.6 **“LTS Products”** mean those versions of the Licensed Products that are eligible for Long Term Support Services or Limited LTS Services, either by being an FS Licensed Product or a version of a Licensed Product that IAR has announced as eligible for LTS or LLTS Services.
- 2.7 **“LTS Services”** means the long term support services described in Section 4.
- 2.8 **“LTS Service Fee”** means the fee payable by the Licensee for the LTS and LLTS Services purchased which includes the Maintenance License.
- 2.9 **“Maintenance License”** or **“ML”** means a continued right to use an LTS Product for maintenance purposes only once the Service Period has concluded, as further regulated in Section 9
- 2.10 **“Report on the Certificate”** means the report from TÜV that comes with the Functional Safety certificate of the FS Licensed Product.
- 2.11 **“Service Period”** means the period for which the LTS or LLTS Services have been purchased, as set out in the Contract.
- 2.12 **“Validated Service Release”** means the service release as described in Section 4.2.1, only applicable under this LTS Agreement.

3 SCOPE

- 3.1 Subject to purchase and payment according to the Contract, IAR shall provide the LTS or LLTS Services, as relevant, to the Licensee.
- 3.2 The LTS and LLTS Services are provided only for the build and static analysis tools included in the LTS Product; this includes the compiler, assembler, linker, static analyser (C-STAT), and the ELF format conversion tool.

4 LTS SERVICES

- 4.1 The LTS Services allow the Licensee to obtain updates on a specific product and version, and in that way stay connected to that specific product and version.
- 4.2 Additionally, the LTS Services consist of Validated Service Releases, priority Technical Support and access to regular Known Problem Reports, as further described below in this Section.
- 4.2.1 Validated Service Releases. At IAR’s discretion, IAR may provide the Licensee with Validated Service Releases during the Service Period. A Validated Service Release is a release that collects a number of corrections to problems found in an LTS Product of a specific version. A correction is only included in a Validated Service Release if IAR judges the correction as being safe from a stability and quality perspective. Validated Service Releases are cumulative and require all previous corrections done to the base version.
- 4.2.2 Priority Technical Support. A request from Licensee entitled to Priority Technical Support will be handled with priority. In the case IAR has a queue of support cases to the support help desk, the prioritized case will move to the top within the same severity level according to the following time frames:

Severity Level	Response Time	Repair Time
Critical	1 Working Day	No more than 10 Working Days
Serious	1 Working Day	No more than 20 Working Days

Severity Level	Response Time	Repair Time
Moderate	1 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.
Minor	1 Working Days	At IAR's discretion

4.2.3 Known Problem Reports. On a regular basis the Licensee will receive a report informing about known problems and implications reported to IAR technical support for the LTS Product.

5 FS Licensed Products

5.1 For FS Licensed Products, the Licensee shall also have access to certificates, the Report on the Certificate for the FS Licensed Products. and the FS Documentation Package.

5.2 The FS Documentation Package consists of the Validation of Compliance document, Safety Guide and C-STAT Compliance report.

6 LIMITED LTS SERVICES

6.1 For older versions of LTS Products, the Limited LTS Services are available instead of the full scope of the LTS Services. Consequently, during the Limited LTS Services period, the Validated Service Releases described in Section 4.2.1 are not available.

7 LTS SERVICE FEE

7.1 The provision of LTS and LLTS Services is subject to full payment of the LTS Service Fee.

7.2 The LTS Service Fee payable by the Licensee is set out in the Contract and is subject to the payment terms and conditions set out in the SLA.

7.3 The Maintenance License is included in the LTS Service Fee.

8 SERVICE PERIOD

8.1 The LTS Services and Limited LTS Services shall be available to the Licensee, subject to the terms of this LTS Agreement, for the period set out in the Contract (Service Period) and as purchased by the Licensee, unless earlier terminated in accordance with this Section.

8.2 The Service Period, and the LTS Services or LLTS Services provided during it, may be terminated by IAR with immediate effect, in the event:

- (a) of Licensee's failure to remedy, if remediable, material breach of this LTS Agreement within a period of thirty (30) days after written notice from IAR; or
- (b) the SLA is terminated by IAR due to Licensee's material breach, subject to the provisions of the SLA.

8.3 Termination or expiry of the Service Period shall not, of itself, affect any Maintenance License already granted under Section 9, which shall continue in accordance with Section 9.4 below. For the avoidance of doubt, expiry of the SLA or non-renewal of the Subscription shall not, of itself, terminate the Service Period.

9 MAINTENANCE LICENSE

9.1 Ownership

9.1.1 IAR holds the copyright, trade secrets, and any other intellectual property rights, whether registered or

not, which subsist in the LTS Product and all copies thereof. No title or other rights in the LTS Product (other than rights expressly granted herein) shall pass to the Licensee.

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

9.2 License grant

9.2.1 Upon the purchase of LTS Services, and subject to the terms of this LTS Agreement, the Licensee is granted a personal, limited, non-exclusive, non-transferable, revocable, time limited license to use the LTS Product for maintenance purposes only as set out below.

9.2.2 The Licensee is not allowed to use the LTS Product for new projects or for any other purposes than the maintenance of a project already developed with the LTS Product by the Licensee.

9.2.3 Maintenance Licenses are not granted to the Licensee in the event the Subscription was terminated by IAR due to Licensee's breach of the SLA terms.

9.3 License restrictions

9.3.1 In addition to the restrictions in Section 9.2, the Licensee may not remove, make emulations, reverse engineer, decompile, or disassemble the LTS Product software. Licensee is not allowed to derive the source or assembly code of LTS Products provided in executable or object formats. The Licensee accepts that all information gained about the LTS Product is the valuable intellectual property of IAR and as such must be treated as confidential as described under Section 11.2.

9.3.2 The Licensee is also expressly prohibited from adapting, modifying, revising, improving, upgrading, enhancing, and creating derivative works of the LTS Product software for any purpose.

9.3.3 The Licensee warrants that it will not sell, license, lease, rent, loan, lend, transmit, network, communicate, or otherwise distribute or transfer the LTS Product in any manner to any third party that is not the Licensee indicated on the Contract, whether on a permanent or temporary basis.

9.3.4 IAR shall have the same right to audit the Licensee's use of the LTS Products as set out in the SLA.

9.4 Validity of Maintenance License

9.4.1 The license term for the use of the LTS Products under a Maintenance License in accordance with the limited purposes set out in this Section 9 and subject to the terms set out in this LTS Agreement, shall start upon the Service Period and continue for a period of twenty (20) years thereafter unless earlier terminated accordance to this Section.

9.4.2 The Maintenance License shall terminate with immediate effect, without prejudice to any other right or remedy IAR may have, if the Licensee is in breach of any of its obligations under this Section 9, including but not limited to the license restrictions set out in Section 9.3.

9.4.3 Upon termination of the Maintenance License:

- (a) the Licensee's right to use the LTS Product for maintenance purposes, or for any other purpose, shall immediately and permanently cease;
- (b) the Licensee shall, at IAR's option, promptly uninstall, return, or destroy all copies of the LTS Product and any related Documentation in its possession or control, in any form and on any media, and shall provide IAR with written confirmation that this has been done; and
- (c) the Licensee shall not be entitled to any refund of any part of the LTS Service Fee, or any other compensation, as a result of such termination.

9.5 Warranty and liability

- 9.5.1 The LTS Product is, to the extent used under the Maintenance License, provided "as is". IAR does not warrant that the LTS Product will meet the Licensee's requirements or that its operation will be uninterrupted or error free, and has no obligation to provide Support and Update Services, Technical Support, Error Correction, or any other services in connection with the Licensee's use of the LTS Product under the Maintenance License, beyond what is expressly set out in this LTS Agreement.
- 9.5.2 To the maximum extent permitted by applicable law, IAR excludes all other warranties, representations or undertakings, express, implied or statutory, in relation to the Licensee's use of the LTS Product under the Maintenance License.
- 9.5.3 To the maximum extent permitted by applicable law, and notwithstanding anything to the contrary in the SLA, IAR shall have no liability whatsoever, whether in contract, tort (including negligence) or otherwise, arising out of or in connection with the Licensee's use of the LTS Product under the Maintenance License. Nothing in this Section 9.5 shall exclude or limit IAR's liability under applicable mandatory law for death or personal injury resulting from its negligence, or for gross negligence or wilful misconduct.
- 9.5.4 Notwithstanding any provision to the contrary in the SLA and limited to the purpose of the LTS Products under a Maintenance License, IAR provides no indemnification, defense, or other commitment in respect of any claim, suit, or proceeding alleging that the LTS Products, or Licensee's use thereof, infringe the intellectual property rights of any third party. Licensee's use of the LTS Product is entirely at Licensee's own risk.

10 EXPORT CONTROL

- 10.1 The LTS Product and any related documentation may be subject to export or import regulations in various countries, including the United States Export Administration Regulations and EU Regulation 2021/821 ("**Regulations**"). The Licensee's use of the LTS Product under the Maintenance License is subject to compliance with the Regulations as in force at the relevant time.
- 10.2 The Licensee shall not, directly or indirectly, (a) export, re-export, or transfer the LTS Product, or any direct product thereof, to any destination, entity, or person to which such export, re-export, or transfer is restricted or prohibited under the Regulations, without obtaining any necessary prior authorization; or (b) export, re-export, or otherwise make the LTS Product available to anyone for the development or production of nuclear, chemical, or biological weapons.
- 10.3 The Licensee is responsible for ensuring its continued use of the LTS Product under the Maintenance License complies with the Regulations in force at any given time.

11 INCORPORATION AND SURVIVAL

- 11.1 Sections 9.1 (Ownership), 9.3 (License restrictions), 9.4 (Validity of Maintenance License), 10 (Export Control) and this Section 11.1 (Incorporation and Survival) of this LTS Agreement shall survive termination or expiry of this LTS Agreement for any reason.
- 11.2 Notwithstanding any termination or expiry of the SLA, and regardless of whether the SLA remains in force between IAR and the Licensee, Sections 8 (Confidentiality), 10 (Limited Warranty), 13 (Limitation of Liability), and 19 (Miscellaneous, Governing Law and Jurisdiction) of the SLA shall survive and continue to apply, *mutatis mutandis*, to the Licensee's use of the LTS Product under the Maintenance License and to this LTS Agreement generally, as if such sections were set out in full herein provided that, in relation to the Maintenance License, Section 9.5 of this LTS Agreement shall apply in place of Section 13 of the SLA.