SOFTWARE LICENSE AGREEMENT FOR PERPETUAL

March 2025

PREAMBLE

THIS SOFTWARE LICENSE AGREEMENT FOR PERPETUAL (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 PERPETUAL LICENSING MODEL.

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 the 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, and (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. 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 4.4.

1.2 "**Concurrent User**" means a natural person using the Licensed Product for development work in an individual work environment.

1.3 "**Contract**" means the IAR quotation sent by IAR or IAR Distributor for the relevant Licensed Products and/or related services, 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 "**Evaluation License**" is a type of time limited license further regulated in Section 4.7.

1.6 "**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.

1.7 "**Global Build Server License**" is a type of license further regulated in Section 4.4.4.

1.8 "**Global Network License**" is a type of Multi-user License further regulated in Section 4.3.4.

1.9 "**Hardware**" means debug probes, hardware locks (dongles), cables, adapters, and Security Appliance (also referred to as the Hardware Security Module or HSM).

1.10 "**Invoice**" means IAR or IAR Distributor's invoice to the Licensee for the Licensed Products and Support and Update services, as applicable.

1.11 "**Licensed Product**" means the Software and Documentation for the specific 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.

1.12 "**Licensee**" means the customer company stated on the Contract.

1.13 "**License Fee**" means the fee set out in the Contract, payable by the Licensee for the right to use the Licensed Products as set out in this Agreement.

1.14 "**License Term**" means the time period for which the license to use the Licensed Product is granted to the Licensee.

1.15 "**Mobile License**" is a type of license further regulated in Section 4.2.

1.16 "**Multi-user License**" means a license for an agreed number of Concurrent Users, instead of one or more single users.

1.17 "**Network License**" is a type of Multi-user License further regulated in Section 4.3.3.

1.18 "**PC-locked License**" is a type of license further regulated in Section 4.1.

1.19 "**Perpetual Licensing Model**" means a right to use the relevant Licensed Product in accordance with the terms and conditions of this Agreement on a perpetual basis.

1.20 "**Site**" means the physical premises of the Licensee located at one and the same physical address.

1.21 "**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.

1.22 "**Software Source Code**" means software modules and/or components in source code format.

1.23 "**Support and Update Services**" means the services set out in Section 14 and further described in the Support and Update Agreement.

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, or (ii) the Licensee's download or use of the Licensed Product.

2.2 Term of the Agreement. The Agreement shall remain in force and effect for the duration of the License Term, 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.

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 Perpetual Licensing Model. 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 13.1 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 4.1.1 and 4.1.2 shall apply.

4.1.1 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 Subject to the terms and conditions of this Agreement, IAR grants to the Licensee a personal, non-transferable 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 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 Contract or otherwise in writing from IAR or IAR Distributors. Licensed Products licensed under a Multi-user License may not be used in automated workflows.

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 Contract.

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 Contract.

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 Concurrent 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.

4.4 Build Server License

4.4.1 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.

4.4.2 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 thirty (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 (1) 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 on-premise IAR License Server 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 (i.e. no remote access or VPN is allowed). However, the Build Server License is limited to a maximum number of concurrent build jobs.

4.4.4 Global Build Server License

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 on-premise IAR License Server 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 cloud license management system available for subscription licensing model), 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 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 Source Code License

4.6.1 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 4.6 shall be considered a material breach of this Agreement.

4.6.2 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.

4.6.3 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.

4.6.4 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 4.6.1, 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 4.6.4. 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 derivate works of the Source Code in object code form, made pursuant to this Section 4.6.4, 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 4.6.1 to apply unchanged. Any breach of this Section 4.6.4 shall be considered a material breach of this Agreement.

4.7 Evaluation License

4.7.1 To the extent the relevant license granted is an Evaluation License, the terms in this Section 4.7 shall apply.

Subject to the terms and conditions of this Agreement, IAR 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.

4.7.2 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.

4.7.3 Section 13 in this Agreement may also apply to an Evaluation License.

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 license.

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 7.

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 Licensed Product 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 4.5 or 5 and 1000% for breach under Section 4.6 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 4.6.

7. CONFIDENTIALITY

7.1 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 7. The Licensee's confidentiality obligations hereunder shall survive expiry, cancellation or termination, for any reason, of this Agreement.

8. PAYMENT TERMS AND CONDITIONS

8.1 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 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.

8.2 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; and/or (c) terminate the Agreement by notice in writing to the Licensee and recover from the Licensee any and all loss incurred.

8.3 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.

9. LIMITED WARRANTY

9.1 Hardware

9.1.1 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.

9.2 Licensed Products

9.2.1 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 solely 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.

9.3 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.

9.4 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.

9.5 The provisions of this Section 9 shall survive any expiry, cancellation or termination of this Agreement for any reason.

10. INTELLECTUAL PROPERTY INFRINGEMENT

10.1 IAR will in the way set out in Section 10.2, 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.

10.2 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.

10.3 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 10, MAY NEVER EXCEED THE LICENSE FEE PAID BY THE LICENSEE.

11. FORCE MAJEURE

11.1 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.

12. LIMITATION OF LIABILITY

12.1 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.

12.2 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 10 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.

12.3 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.

12.4 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.

12.5 The provisions of this Section 12 shall survive the expiry, cancellation or termination of this Agreement for any reason.

13. THIRD PARTY RIGHTS

13.1 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.

13.2 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.

13.3 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.

14. SUPPORT AND UPDATE SERVICES

14.1 Excluding what is specified in Section 14.2 and/or Section 9 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.

14.2 To the extent that the license granted includes Support and Update Service, the Licensee will be entitled to the services defined in the IAR Support and Update Agreement ("SUA"), as attached or referenced to in the Contract. 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.

14.3 Use of improvements, modifications, enhancements or updates received by the Licensee under the SUA or received under Section 9 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).

15. HARDWARE

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

15.2 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.

16. TERMINATION OF THE AGREEMENT

16.1 IAR shall have the right to terminate this Agreement and the License Term, 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 7; (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 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 termination of the Agreement, the License Term will automatically be terminated and the rights granted to Licensee hereunder shall be terminated. Consequently, upon such termination of the Agreement, Licensee shall have no further right to use the Licensed Products. Notwithstanding the foregoing, upon expiry or termination of the Agreement, the Licensee may continue to use binary images that contains Software Source Code provided by IAR, produced during the License Term, for an indefinite period.

16.4 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 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 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 License Product that is restricted by applicable national regulations, including Hardware and software ("**Controlled Products**"), 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.

17.2 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.

17.3 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.

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. 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.

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, 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).

18.5 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.

18.6 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.

18.7 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.

18.8 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.

18.9 All arbitral proceedings conducted pursuant to Section 18.8, 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.

18.10 The provisions of this Section 18 shall survive the expiry, cancellation or termination of this Agreement for any reason.

18.11 IAR may process personal data, as a controller, when providing the Licensed Product, 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 Support and Update Service about IAR's personal data processing and to provide them with a copy of IAR's privacy policy.