SUPPORT AND UPDATE AGREEMENT

March 2025

PREAMBLE

THIS SUPPORT AND UPDATE AGREEMENT (THE "**SUA**" OR THE "**AGREEMENT**") APPLIES TO SUPPORT AND UPDATE SERVICES CONCERNING THE LICENSED 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.

1. DEFINITIONS

The capitalized terms used in this Agreement shall have the same meaning as set out in the Software License Agreement for Perpetual, 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 4.2.4.

1.4 **"Error Investigation"** means the actions performed by IAR when investigating a reported problem as described further in Section 4.2.3.

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 **"IAR"** means collectively IAR and IAR Distributors.

1.7 **"IAR Support Website"** means the web pages provided by IAR for Support, including Mypages.

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 **"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.

1.10 **"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.

1.11 **"Severity Level"** means the level of severity of a reported Error as further described in Section 4.6. Final classification of the Error's Severity Level is made by IAR.

1.12 **"SLA"** means the main IAR Software License Agreement for Perpetual, its appendices, as the same may be amended or updated from time to time.

1.13 **"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 4.3.6. SPR may also be referred to as "**Bug Report**".

1.14 **"SUA Period"** means the period in time, as may be set out in the Contract or otherwise, when the Support and Update Services shall be provided to the Licensee subject to the terms and conditions herein.

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 4. 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 **"Support Fee"** means the fees payable by Licensee for the Support and Update Services.

1.18 **"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.

1.19 **"Unmodified Product"** means the Licensed Product as delivered by IAR.

1.20 **"Update Service"** means the update of the Licensed Product consisting of Feature Releases and Service Releases as further described in Section 4.2.5.

1.21 **"Working Day"** means a normal eight (8) hour business day in the country/state where Support is to be performed by IAR.

2. SCOPE AND APPLICABILITY

2.1 This Agreement defines the Support and Update Services to be performed by IAR when applicable, as well as any pre-requisites and obligations of Licensee; in addition to license grants, services, and other obligations provided by IAR under the SLA.

2.2 Unless explicitly stated otherwise in writing between IAR and the Licensee, it is assumed that Support Services under a SUA for a given Licensed Product at a Licensee's Site covers all existing licenses of such Licensed Product at that Site, and that the Licensee is obligated to pay for Support and Update Services accordingly. It is explicitly prohibited to have a SUA covering only a portion of licenses in a Multi-user License such as a Network License.

2.3 Unless otherwise agreed separately, the Licensee's receipt of Support (including extension of a SUA Period) shall be subject to and received under the Licensee's license under the latest applicable SLA, which may be provided through IAR's ordinary channels (such as by publication on IAR's webpage).

3. SUA PERIOD

3.1 For the avoidance of doubt, the Support and Update Services defined in this Agreement can be made available to the Licensee: (a) as a time-limited service included with a purchase of certain Licensed Products licensed by IAR, (b) as a time-limited service offered separately together with a purchase of certain Licensed Products licensed by IAR, or (c) as a time-limited prolongation of the Support and Update Services offered under either (a) or (b) above.

3.2 Unless otherwise set out in the Contract, the initial SUA Period (options (a) and (b) in the foregoing Section 3.1) shall be set to twelve (12) months as of the date of the Contract. Following said initial SUA Period, the SUA Period will be prolonged with consecutive one (1) year periods subject to the Licensee's payments of the Support Fees as further defined in Section 7 of this Agreement.

4. SUPPORT AND UPDATE SERVICE

4.1 Restrictions and conditions

4.1.1 Subject to full and timely payments of the Support Fees as relevant for the SUA Period, a Licensee using the latest release of a Licensed Product is entitled to Support under the terms and conditions of this Agreement. 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.

4.1.2 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.

4.1.3 IAR has no obligation to provide Support under this Agreement 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 this Agreement 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.

4.1.4 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.

4.2 Scope of the Support Service

4.2.1 Support Services include Technical Support, Error Investigation, Error Correction, and Update Service, as further described in this Section 4.2.

4.2.2 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.

4.2.3 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.

4.2.4 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.

4.2.5 Update Service: Service Releases and Feature Releases are made available from time to time by IAR. During the SUA Period 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. For the avoidance of doubt, the Licensee's right to access or receive any Service Releases or Feature Releases (including any Service Releases or Feature Releases that were made available during the SUA Period but not activated by Licensee) will cease upon the expiry of the SUA Period.

4.3 Error reporting

4.3.1 What is here stated in Sections 4.3 to 4.5 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.

4.3.2 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.

4.3.3 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.

4.3.4 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.

4.3.5 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.

4.3.6 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 4.6.1 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.

4.4 Response and Repair Time

4.4.1 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 4.5. In its response, IAR may, if applicable, indicate any disagreement with respect to the Licensee's proposed Severity Level as further defined under Section 4.6.1. 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.

4.4.2 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 4.1.3, 4.2.3, and 4.3), insufficient

information in the SPR (as defined in Section 4.3.6), 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.

4.5 Time frames

Severity Level	Response Time	Repair Time
Critical	I Working Day	No more than 15 Working Days
Serious	1 Working Day	No more than 30 Working Days
Moderate	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.
Minor	2 Working Days	At IAR's discretion

4.6 Error Severity Levels

4.6.1 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.

4.6.2 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 4.6.1. 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.

5. LICENSEE CONTACT PERSON

5.1 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.

5.2 As soon as a Contact Person is replaced, the Licensee shall notify IAR thereof in writing.

5.3 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.

6. TERM AND TERMINATION

6.1 This Agreement will be in force as long as any of the Licensed Products are covered by the SUA Period, unless earlier terminated in accordance with this Section 6.

6.2 A Party may terminate this Agreement immediately upon written notice to the other Party if the other Party should enter into either voluntary or compulsory liquidation, or become insolvent or enter into composition with its creditors or corporate reorganization proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership. Each Party undertakes to notify the other Party in writing of any such circumstances as described in this Section.

6.3 A Party may terminate this Agreement immediately upon written notice to the other Party if the other Party materially fails to comply with its obligations under this Agreement (including any provision for payment) which by default is continuing thirty (30) days after the non-defaulting Party has given the defaulting Party written notice thereof; provided, however, that if such default is incapable of cure, the non-defaulting Party may terminate this Agreement immediately upon written notice to the defaulting Party.

6.4 This Agreement shall immediately terminate in the case that the corresponding SLA for the Licensed Product(s) expires or terminates for whatever reason. For the avoidance of doubt, the Support Fees are under no circumstances refunded.

7. SUPPORT FEES AND PAYMENT

7.1 The Support Fees for a SUA Period shall be paid in advance of such period, unless otherwise agreed in writing.

7.2 IAR shall be entitled to adjust the applicable Support Fee. Any such adjustment shall be communicated to the Licensee in writing, at least sixty (60) days in advance.

7.3 The payment terms for such Support Fees shall be as defined in the SLA.

8. CONFIDENTIALITY

8.1 Each party acknowledges that the information provided by either party under this Agreement relating to a certain SPR and limited to information relevant for either party to be able to fulfill its obligations hereunder ("**Confidential Information**"), is proprietary and confidential and agrees not to disclose such information to others and to take reasonable measures to ensure that employees and other officers shall not disclose such information to others. The provisions of this paragraph shall survive the expiry or termination of this Agreement for any reason whatsoever. 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 other party; (b) that entered the public domain through no fault of either party subsequent to the time of its receipt by such party; or (c) required to be disclosed by order of a court or other governmental agency having jurisdiction thereof, provided in such case the party shall give the other party prompt notice thereof. Both parties acknowledge that in all other respects than referred to above, the provisions regarding confidentiality in the SLA shall apply. The disclosing party understands that the recipient 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. LIMITATION OF LIABILITY

9.1 IAR shall in no event be liable with respect to Support or for breach of this Agreement for special, indirect, incidental, punitive, or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of any software or product whether by the Licensee or any customer of the Licensee or users of the Licensee's products for any other damages. IAR's liability on any claim for any loss or damage arising out of, or connected with the Support shall in no case exceed the yearly Support Fee for the related Licensed Product(s).

9.2 The Licensee shall in no event be liable under this Agreement for special, indirect, incidental, punitive, or consequential damages, including, but not limited to, loss of profits or revenues.

9.3 The limitation of liability described in this Section 9 does not apply to liability pursuant to mandatory applicable law for death, personal injury, loss of or damage to property, or in cases of intentional illegal actions or gross negligence.

10. PRIVACY

10.1 IAR may process personal data, as a controller, when providing the Support and Update Services under this Agreement. 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 about IAR's personal data processing and to provide them with a copy of IAR's privacy policy.

11. FORCE MAJEURE

11.1 IAR shall not be liable for damages to the Licensee resulting from delays in the performance of services hereunder caused by circumstances or events beyond its reasonable control, including, but not limited to, labor disputes, inability to procure export licenses, legally imposed travel restrictions, natural catastrophe, war, civil disturbance, shortages in materials or labor, delays in receipt of materials or products from subcontractors.

12. GENERAL

12.1 General terms for the interpretation of this Agreement, export control, dispute resolution, jurisdiction etc., shall be those in the SLA.