SOFTWARE LICENSE AGREEMENT

May 2023

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

PREAMBLE

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

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1.3   "Software" is a collective term for Executable Software and Software Source Code as defined above.

1.4   "Documentation" means a copy of the documentation, as provided by IAR together with the Software for use by the Licensee.

1.5   "Licensed Product" means the Software and Documentation licensed to the Licensee under the conditions of this Agreement.

1.6   "Invoice" means IAR' or IAR Distributor's invoice to the Licensee for the Product license granted hereunder.

1.7   "Perpetual Licensing Model" has the meaning set out in section 2.1.

1.8   "Subscription Licensing Model" has the meaning set out in section 2.2

1.9   "PC-locked License" has the meaning set out in section 3.2.

1.10   "Mobile License" has the meaning set out in section 3.3.

1.11   "Multi-user License" has the meanings set out in section 3.4.

1.12   "Network License" has the meanings set out in section 3.5.

1.13   "Global Network License" has the meanings set out in section 3.6.

1.14   "Concurrent Users" has the meaning as set out in section 3.7.

1.15   "IAR Build Tools" means a software allowing users to launch build jobs to a designated server on which these build jobs are performed.

1.16   "Build Server License" has the meaning as set out in section 3.8.

1.17   "Global Build Server License" has the meaning as set out in section 3.9.

1.18   "Concurrent Build Jobs" has the meaning as set out in section 3.10.

1.19   "Evaluation License" has the meanings set out in section 3.15.

1.20   "Site" means the physical premises of the Licensee within the borders of one city.

1.21   "Target Architecture" means the family or group of embedded micro-controller and micro-processor devices belonging to one processor architecture, as defined by its instruction set, and as specified on the Invoice.

1.22   "Support and Update Services" means the services set out in section 12.

1.23   "Hardware" means debug probes and Secure Deploy – Prototyping

2. TERM OF AGREEMENT

2.1   Perpetual Licensing Model: To the extent the licensing model is a perpetual model, the terms in this 2.1 shall apply.

        This Agreement shall become effective on the latest at the Licensee's receipt of the Software and shall remain in effect for an indefinite period in time, subject to the terms and conditions set out below – in particular the right of IAR to terminate the Agreement upon Licensee's breach.

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        This Agreement shall become effective on the latest at the Licensee's receipt of the Software and shall remain in effect, subject to the terms and conditions set out below – in particular the right of IAR to terminate the Agreement upon Licensee's breach, until the first anniversary of the commencement date of this Agreement. At the end of that initial term, or any subsequent term thereof pursuant to a renewal under this Article, this Agreement shall be automatically renewed for successive periods of 12 months unless terminated by either of the Parties giving written notice to that effect to the other Party not later than 30 days prior to the expiry of the relevant term.

2.3   Registration of the Licensee as a rightful user of Licensed Products shall be made in accordance with applicable instructions from IAR.

2.4   For the avoidance of doubt: For Software delivered with a temporary license key (for some products called quick start key) enabling use of the Software for a limited time, the Agreement terms shall have become effective, including but not limited to its payment terms and use restrictions, upon the Licensee's receipt of the Software, regardless of whether registration is made or not. (Evaluation licenses without obligation to pay any license fees, are available to the extent separately provided by IAR.)

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3.3.b   The Mobile License may be used by the Licensee only for one single user, but with the right to a switch from the designated computer to another single computer using a hardware lock. The Software may not be accessed by users from any other computer units other than the computer unit designated as set forth in this section; through modem, Internet or any other means of network or remote access.

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Subject to the terms and conditions of this Agreement, IAR hereby grants to the Licensee a personal, non- transferable and non-exclusive Multi-user License to use the Software. The Licensee's number of authorized users of the

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3.5   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 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 Software is installed. However, the Network License is made for a maximum number of concurrent users.

3.6   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 Software is installed. However, the Global Network License is made for a maximum number of concurrent users.

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

3.8   Build Server License. Is a license that allows users to launch build jobs to a designated server, located on a local license server and accessible at one site only, on which these build jobs are performed using the IAR Build Tools. The Build Server license is locked either to the computer where the license software 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 software is installed. However, the Build Server License is limited to a maximum number of concurrent build jobs.

3.9   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 license software 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 software is installed. However, the Global Build Server License is limited to a maximum number of concurrent build jobs.

3.10   Concurrent Build jobs. For 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 30 minutes, and is deemed to last for an additional 30 minutes after its last license activation by the license server.

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4.5   Perpetual Licensing Model: To the extent the licensing model is a perpetual model, the terms in this section 4.5 shall apply.

Upon each and every breach by the Licensee hereunder a contractual penalty amounting to 200% for breach under sections 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, 3.9, 3.14, 4.1, 4,3 or 4.4 and 1000% for breach under section 3.12 of the applicable licensee fee under the relevant Invoice is payable by the Licensee to IAR. 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 3.12.

4.6   Subscription Licensing Model: To the extent the licensing model is a subscription model, the terms in this section 4.6 shall apply.

Upon each and every breach by the Licensee hereunder a contractual penalty amounting to 200% for breach under sections 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, 3.9, 3.14, 4.1, 4,3 or 4.4 and 1000% for breach under section 3.12 of an amount equal to the aggregate annual license fee for the software paid by the licensee for the past one-year period is payable by the Licensee to IAR. 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 3.12.

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8.2   IAR shall, in the way set out below, as sole remedy, act on a third-party claim that the Software 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.

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9. FORCE MAJEURE

9.1   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, 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..

10. LIMITATION OF LIABILITY

10.1   THE USE OF THE SOFTWARE 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 SOFTWARE, THE USE OF THE SOFTWARE, OR OTHERWISE.

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IAR' LIABILITY VIS-À-VIS THE LICENSEE UNDER THIS AGREEMENT SHALL UNDER ALL CIRCUMSTANCES BE LIMITED TO FIFTY (50) PER CENT OF THE LICENSE FEE FOR THE SOFTWARE PAID BY THE LICENSEE HEREUNDER, PROVIDED HOWEVER THAT IF SECTION 8 IS APPLICABLE THE TOTAL LIABILITY OF IAR HEREUNDER MAY INSTEAD NEVER EXCEED 100% OF THE LICENSE FEE PAID BY THE LICENSEE HEREUNDER FOR SUCH SOFTWARE.

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

10.6   The provisions of this section 10 shall survive the cancellation or termination of this Agreement.

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12. SUPPORT AND UPDATE AGREEMENT (SUA)

12.1   Excluding what is specified in section 12.2 and/or section 7 of this Agreement, this Agreement does not grant the Licensee any right whatsoever to any improvements, modifications, enhancements or updates to the Software, or any other support services relating to the Software.

12.2   To the extent that the license granted includes Support and Update Service, the Licensee will be entitled to the services defined in the Support and Update Agreement ("SUA") attached hereto. 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

12.3   Use of improvements, modifications, enhancements or updates received by the Licensee under IAR' Support and Update Agreement (SUA) or received under section 7 of this Agreement, shall be governed by the terms and conditions contained herein.

13. TERMINATION OF THE AGREEMENT

13.1   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 Software in any manner other than pursuant to the rights granted in sections 3 and 4, (b) breach of the confidentiality provisions of section 5, or (c) failure of the Licensee to remit payments as provided in section 6.

13.2   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.

13.3   Upon IAR' termination of this Agreement, as set out in this Article, then, IAR may, at its option, and in addition to any other rights hereunder, and in addition to any other remedies available to IAR under the law, in writing require the Licensee to return or destroy all versions of the Software 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 Software and its operation has been returned to IAR or destroyed. The provisions of section 13.3 shall survive the cancellation or termination of this Agreement.

14. EXPORT CONTROL REGULATIONS

14.1 The Software and the Documentation are subject to export or import regulations in various countries, including the regulations of the United States Export Administration Act. The Licensee hereby agrees that the Licensee will not knowingly (a) export or reexport, directly or indirectly, any product or technical data or any controlled products restricted by applicable national regulations, including software, received from IAR 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. or applicable non-U.S. law, without obtaining prior written consent of IAR.

15. MISCELLANEOUS

15.1 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.

15.2 As set out in the preamble, IAR only provides the license on the terms and conditions presented by IAR in this Agreement. No individual and/or general terms and conditions, including terms of purchases, presented by Licensee (for example in an order confirmation) or otherwise used by the Licensee shall apply, irrespective of whether such terms and conditions has been submitted or later is submitted to IAR and irrespective of whether IAR performs delivery without declaring that it has rejected or later rejects to be bound by such terms and conditions. Consequently, IAR is not bound by any qualified or modified acceptance to its proposal or to this Agreement, unless IAR has clearly stated in writing that it accepts such qualified or modified acceptance.

15.3 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.

15.4 Any notice or other communication under this Agreement shall be made in writing either by hand or by telefax (confirmed by airmail) or by certified or registered airmail first-class postage prepaid to the parties at the addresses stated in the Invoice (or at such other address a party may specify by written notice to the other).

15.5 This Agreement contains the entire understanding between the parties on its subject matter, and annuls and replaces any other agreements or understandings, whether written or oral, which may exist or have existed between the parties on the subject matter hereof.

15.6 This Agreement shall be governed by and construed in accordance with the substantive to the courts of the country in which IAR is incorporated. Any dispute concerning this agreement or the interpretation or validity thereof, or any other dispute based thereon, shall be submitted to the courts of the country in which IAR is incorporated.

15.7 The provisions of this section 15 shall survive the cancellation or termination of this Agreement.