

END USER LICENSE AGREEMENT

April 2025

PREAMBLE

THIS END USER LICENSE AGREEMENT (THE “EULA”) APPLIES TO AND REGULATES ANY AND ALL USE OF IAR SOFTWARE PRODUCTS (“LICENSED PRODUCT”) AS SPECIFIED IN THE CONTRACT. THE TERMS AND CONDITIONS OF THIS EULA SHALL IN NO EVENT SUBSTITUTE, REPLACE OR SUPERSEDE THE TERMS AND CONDITIONS OF THE IAR SOFTWARE LICENSE AGREEMENT AVAILABLE AT WWW.IAR.COM (THE “SLA”).

YOU AS A USER (“YOU”) WILL BE BOUND BY TO THIS EULA BY OPENING A PACKAGE, OR BY INSTALLING OR USING ANY SOFTWARE OF THE LICENSED PRODUCT. IF YOU ARE NOT IN AGREEMENT WITH THE TERMS HEREIN, YOU SHALL IMMEDIATELY CONTACT IAR, AND YOU MAY NOT INSTALL ANY SOFTWARE OR MAKE USE OF ANY PARTS OF THE LICENSED PRODUCT.

YOUR ACCESS TO AND USE OF THE LICENSED PRODUCT IS CONTINGENT UPON THE ORGANIZATION YOU REPRESENT (THE “LICENSEE”) HAVING A VALID LICENSE FROM IAR TO USE THE LICENSED PRODUCT. ANY USE OF THE LICENSED PRODUCT WITHOUT SUCH A VALID LICENSE IS NOT PERMISSIBLE, UNLESS AND TO THE EXTENT YOUR USE OF THE LICENSED PRODUCT IS UNDER A VALID EVALUATION LICENSE THAT YOU HAVE DOWNLOADED AND ACCEPTED VIA WWW.IAR.COM.

TERMS AND CONDITIONS

1. OWNERSHIP

- 1.1 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 You.
- 1.2 THE LICENSED PRODUCT IS LICENSED, NOT SOLD, AND YOU ACKNOWLEDGE THAT THE LICENSED PRODUCT CONSISTS OF PROPRIETARY, UNPUBLISHED PRODUCTS OF IAR, PROTECTED UNDER INTERNATIONAL COPYRIGHT AND TRADE SECRET LAWS.

2. LICENSE TERMS

- 1.3 Your use of the Licensed Product is subject to the type of license validly acquired by the Licensee, as outlined in the Contract.
- 1.4 If the Licensed Product contains third party-owned software, Your use of such third party-owned software may be restricted to a specific family or group of embedded micro-

controller and micro-processor devices.

3. USER RESTRICTIONS

- 1.5 In addition to the restrictions applicable to the relevant type of license as follows by the Contract, the following restrictions shall apply to Your usage of the Licensed Product:
 - (i) You may not, in any way, directly or indirectly, share a personal license with others.
 - (ii) The Licensed Product may only be available for download for a limited period of time and You are 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 Your obligation to manage and store such download during the term of the Agreement. IAR monitors all downloading of Licensed Product to identify any misuse.
 - (iii) You may not remove, make emulations, reverse engineer, decompile, or disassemble the Executable Software.

You are not allowed to derive the source or assembly code of Licensed Products provided in executable or object formats. You accept 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 5.

- (iv) You are 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.
 - (v) You may 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 within the organization of the Licensee, whether on a permanent or temporary basis, except as explicitly permissible under the type of license acquired by the Licensee.
 - (vi) Furthermore You may 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.
- 1.6 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/>
- 1.7 In the event the applicable type of license implies access to Software Source Code, the following shall apply in addition to all other provisions of the Contract and this EULA:

- (i) You may reproduce, make derivative 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.
- (ii) 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 the Contract.
- (iii) You are strictly prohibited to make any other use of the Software Source Code.
- (iv) You 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.
- (v) YOU ACKNOWLEDGE 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 EULA, BY THE NATURE OF SOURCE CODE, MAY SEVERELY DAMAGE THE INTELLECTUAL PROPERTY RIGHTS OF IAR, AND LICENSEE SHALL COMPENSATE IAR FOR ALL DAMAGE RESULTING FROM SUCH BREACH.

1.8 For the products Embedded Trust, Embedded Secure IP and Secure Deploy - Prototyping, the following shall apply, in addition to all other provisions of this EULA:

- (vi) Notwithstanding what is set out in 1.7(i), 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 1.8. Any such compilation and linkage may only be made in accordance with the provisions on such use set out in the Documentation, the Contract and/or this EULA.
- (vii) You may transfer derivative works of the

Source Code in object code form, made pursuant to this Section 1.8, for the intended use on: (i) an IAR hardware product and/or (ii) third party hardware provisioned using Secure Deploy - Prototyping, all provided that You agree to be bound by the terms in this EULA 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 1.7(i) to apply unchanged. Any breach of this Section 1.8 shall be considered a material breach of this EULA and consequently, a breach of license under the Contract.

4. LICENSE BREACH

1.9 Your use of the Licensed Product is contingent upon Your compliance with the terms of this EULA and the Licensee's compliance with the SLA. 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 user restrictions in Section 3, will be deemed a material breach.

1.10 Your use of the Licensed Products may be audited by IAR under the Contract. Information retrieved and/or conveyed to IAR as a result of such an audit will be limited as to only ensure that You and the Licensee are using the Licensed Product software in accordance with the applicable license terms, or evidence of the contrary.

5. CONFIDENTIALITY

1.11 All material and information relating to the Licensed Products is made available for the use solely under and in accordance with this EULA. You have no right at any time during or after expiry, cancellation or termination of the Contract 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 confidentiality obligations hereunder shall survive expiry, cancellation or termination, for any reason, of the License Term.

6. THIRD PARTY RIGHTS

1.12 The Licensed Product may include third party-owned software and open-source components. In addition to all other provisions of this EULA the third party-owned software and open-source components shall also be subject to the supplemental terms and conditions. These supplemental terms add to the terms of this EULA and the Contract, and shall supersede any inconsistent or conflicting terms in this EULA and the Contract. If the Licensed Product contains third party-owned software or open-source components, You agree to comply with all terms and conditions imposed on You in respect of such third party-owned software or open-source components.

1.13 The third party-owned software or open-source are subject to supplemental terms and a copy of those agreements will be made available together with the Software when downloading and/or receiving the Licensed Products from IAR.

7. EXPORT REGULATIONS CONTROL

1.14 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**"). You may not (a) export or reexport, directly or indirectly, any product or technical data or any License Product that is restricted by applicable national regulations ("**Controlled Products**"), used by You under this EULA, (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.

8. MISCELLANEOUS

- 1.15 You may not, in any situation, assign or transfer this EULA, in whole or in part.
- 1.16 This EULA may be translated into different languages for convenience. Notwithstanding the foregoing, the English version of the EULA 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.
- 1.17 Governing law and jurisdiction shall be the same as is set out in the Contract.
- 1.18 IAR may process Your 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/>.

9. DEFINITIONS

The following terms have the meanings set forth below whenever they are used in this EULA. When applicable, a singular term shall be interpreted to include the plural, and a plural term shall be understood to refer to the singular.

- 1.19 "**Contract**" means the set of documents governing the purchase, supply and license terms in place between the Licensee and IAR, governed by the terms and conditions of the SLA.
- 1.20 "**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.
- 1.21 "**Evaluation License**" or "**Educational License**" is a time limited, restricted, right to

use the Licensed Product available at the IAR official website and subject to the terms and conditions set out there.

- 1.22 "**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.
- 1.23 "**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 EULA 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.
- 1.24 "**Licensee**" means the customer company stated on the Contract, or it means You, in the event of an Evaluation License.
- 1.25 "**License Term**" means the time period for which the license to use the Licensed Product is granted to the Licensee.
- 1.26 "**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 EULA 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.
- 1.27 "**Software License Agreement**" or "**SLA**" means the IAR Software License Agreement

found on IAR website www.iar.com.

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

1.29 "Support and Update Agreement" or "SUA" means the IAR Support and Update Agreement found on IAR website www.iar.com.