

# Software Support and Maintenance Terms

The following terms and conditions apply to Software Support and Maintenance services provided:

1. **General Support.** Upon receipt of Customer's payment or commitment to pay for Software support services, Gaisler Research will provide the Software support services up to a maximum of 5 hours per support term.
  
2. **Technical Support.** If the Customer has reported a Software problem to Gaisler Research' the following terms apply:
  - 2.1 Gaisler Research shall use reasonable efforts to correct any Software errors or provide work-around solutions. Gaisler Research' technical support will consist of providing Customer with technical advice or shipping replacement or modified Software to Customer.
  - 2.2 "Technical Support Location" or "TSL" means the combination of all users within Customer at the same location that routinely share internal support mechanisms such as Customer-operated help desks or system administrators, Customer will identify all licenses within each TSL. The combination of groups and licenses that form a TSL is subject to Gaisler Research' approval. Customer is eligible for only one configuration of support offerings per TSL that will apply to all Software within the TSL. Only Customer's employees or contractors who use Software licenses that are covered by technical support may contact Gaisler Research for support services.
  
3. **Software Maintenance.** Customer shall receive for each supported site one copy of each applicable Software update, if any, that Gaisler Research releases during the support term. Gaisler Research is not required to alter or upgrade any third party software including operating system software to support new Software updates. Gaisler Research may, at its sole discretion, substitute products of similar functionality and features for discontinued products.
  
4. **Limitations.**
  - 4.1 Gaisler Research reserves the right to decline to support any Software product that has not been on continuous support or has been modified by Customer or a third party without Gaisler

Research' prior written consent. Gaisler Research' software support obligations apply only to the current and immediately prior Software release, and only to the extent the Software is still generally available from and supported by Gaisler Research.

- 5.2 To enable Gaisler Research to respond to certain Software problems, Gaisler Research may require that Customer furnish Gaisler Research with a test case and sufficient documentation to allow recreation of the Software problem.
- 5.3 Software support services do not include: (a) services connected with the installation, configuration, relocation or reconfiguration of Software; (b) support of operating system software; (c) service resulting from misuse, accidental damage, modification of software or the use of the Software with computer hardware or materials which do not meet Gaisler Research' specifications; (d) the support of software developed by Customer or obtained from third parties;

5. Relocation. Customer will provide Gaisler Research with advance written notice of the relocation of any Software product covered by support service. The relocation will be subject to Gaisler Research' prior approval and its current policies and charges regarding license relocation and/or transfers.
6. Cancellation. Customer may cancel Software support services only at the time of their annual support contract renewal with 60 days prior written notice. Gaisler Research may cancel Software support services if Customer fails to comply with these terms and conditions or to pay for the services when due and such failure continues for a period of 30 days after written notice from Gaisler Research.
7. Governing Law. These terms and conditions shall be governed by and construed under the laws of Sweden.