

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, Cobham Gaisler 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 Cobham Gaisler' the following terms apply:
 - 2.1 Cobham Gaisler shall use reasonable efforts to correct any Software errors or provide work-around solutions. Cobham Gaisler' 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 Cobham Gaisler' 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 Cobham Gaisler for support services.

3. **Software Maintenance.** Customer shall receive for each supported site one copy of each applicable Software update, if any, that Cobham Gaisler releases during the support term. Cobham Gaisler is not required to alter or upgrade any third party software including operating system software to support new Software updates. Cobham Gaisler may, at its sole discretion, substitute products of similar functionality and features for discontinued products.

4. **Limitations.**
 - 4.1 Cobham Gaisler 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 Cobham

Gaisler' prior written consent. Cobham Gaisler' 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 Cobham Gaisler.

- 5.2 To enable Cobham Gaisler to respond to certain Software problems, Cobham Gaisler may require that Customer furnish Cobham Gaisler 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 Cobham Gaisler' specifications; (d) the support of software developed by Customer or obtained from third parties;

5. Relocation. Customer will provide Cobham Gaisler with advance written notice of the relocation of any Software product covered by support service. The relocation will be subject to Cobham Gaisler' 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. Cobham Gaisler 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 Cobham Gaisler.

7. Governing Law. These terms and conditions shall be governed by and construed under the laws of Sweden.