

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT WIND RIVER SYSTEMS, INC.

This Software Support and Maintenance Agreement (the "Agreement") sets forth the terms and conditions under which Wind River Systems, Inc. ("Wind River") is willing to provide support and maintenance to licensees of certain Wind River products ("Customers"). Customer hereby agrees that the following terms and conditions shall solely govern the support and maintenance services provided by Wind River. By payment of the applicable support fee(s) or by accessing the Wind River Support Network, Customer hereby agrees to the following terms and conditions, including any attachments or addenda hereto:

1. DEFINITIONS.

Any terms used in this Agreement which are not defined herein shall have the meaning ascribed to them in the Software License Agreement between the parties.

- 1.1 **"Current Product"** means those Software products which have not been discontinued or retired by Wind River, and for which Wind River offers standard support and maintenance services as described in Section 2.1 and 2.2 below. A Current Product may become a Legacy Product or End of Life Product at Wind River's sole discretion.
- 1.2 **"End of Life Products" or "EOL Products"** means those Software products which have been discontinued or retired by Wind River, and for which Wind River no longer offers standard support and maintenance services.
- 1.3 **"Error(s)"** means programming errors in the Software in the form provided by Wind River that prevent the Software from substantially conforming to its published specifications.
- 1.4 **"Error Category"** means the severity class for Errors as further defined and set forth at the Wind River Support Network.
- 1.5 **"Legacy Product"** means those Software products which have not become an End of Life Products, but for which Wind River no longer offers standard support and maintenance services. Legacy Products are identified as a "Legacy Product" at https://knowledge.windriver.com/?cid=support_maint_policy.
- 1.6 **"Patch(es)"** means additional programming code to be integrated with the Software to correct an Error or alleviate its effects.
- 1.7 **"Project User(s)"** means any Customer personnel who perform any duty or service for the Project, including, but not limited to, performing any development, testing and compiling functions for the Project.
- 1.8 **"Quote"** means the Wind River sales quote detailing Wind River's offer to license products and/or provide support and maintenance to Customer. For purposes of this definition, the term "Quote" may also include (1) the Premium Support and Long Term Support Order Form, and (2) if the Software is licensed via a "click wrap", a quotation issued by an authorized Wind River distributor.
- 1.9 **"Software"** means: the Wind River software product licensed to Customer pursuant to a Wind River license agreement and for which the Customer has paid the applicable annual support fee(s), any Patches, Updates, and Upgrades (if applicable) thereto, and any accompanying documentation provided by Wind River.
- 1.10 **"Software License Agreement"** means the Wind River license agreement pursuant to which Customer initially obtained the applicable Software.
- 1.11 **"Source Code"** means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.
- 1.12 **"Support Term"** means the period in which Customer is entitled to receive support and maintenance under this Agreement. The Support Term shall: (i) for the initial term, commence upon the effective date of the Software License Agreement for the Software and continue for a period of one (1) year thereafter or as specified in the applicable Quote, Exhibit or Order Form; (ii) for renewals of support and maintenance, upon payment by Customer of the then current

support and maintenance fee commence upon the effective date of the applicable renewal period, as such date is stated on a Quote and continuing for a period of one (1) year thereafter or as specified in the applicable Quote, Exhibit or Order Form; or (iii) as otherwise agreed to by Wind River in writing.

- 1.13 **"Supported Configuration"** means the hardware and software environment in which Customer is utilizing the Software and for which Wind River has agreed to investigate and validate a support request. Such configuration shall consist of: (i) one (1) hardware environment; and (ii) the version of the Software for which Wind River has agreed to provide support and/or maintenance pursuant to a Quote or an Exhibit to the Software License Agreement.
- 1.14 **"Update"** means a modification, correction or addition to the Software or documentation, including updates and enhancements for Current Products that Wind River makes generally available to its commercial customers as a part of support and maintenance under a Wind River software support and maintenance agreement without additional charge. The definition of "Update" excludes Upgrades.
- 1.15 **"Upgrade"** means an enhancement or addition to the Software other than an Update which Wind River does not make generally available to its commercial customers as a part of support and maintenance under a Wind River software support and maintenance agreement, but rather is only made commercially available for Current Products subject to payment of a separate incremental license fee, upgrade charge or as part of a subscription license fee.
- 1.16 **"Wind River Support Network"** means Wind River's online support and maintenance web site accessible by a Customer Contact from knowledge.windriver.com.
- 1.17 **"Workaround(s)"** means a series of instructions, procedural steps or usage clarifications to avoid an Error or circumvent its effects. A Workaround does not involve issuance of new programming code.

2. WIND RIVER SUPPORT & MAINTENANCE.

During the Support Term, and subject to payment of the applicable annual support and maintenance fees and the terms of this Agreement, Wind River shall provide one or more of the following support and maintenance services:

2.1 E-Support. E-Support shall include the following solely for Current Products:

- (a) **Wind River Support Network.** Customer Contact(s) will have access to the Wind River Support Network, which includes certain Wind River product documentation and other resources, a description of which can be found at https://knowledge.windriver.com/?cid=support_maint_policy.
- (b) **Updates.** For each Current Product licensed by Customer, Wind River will make available to Customer one (1) copy of any Software Updates (or as applicable, Upgrades) in the form the Software was originally provided to Customer (i.e., Object Code or Source Code) and one (1) set of documentation Updates (or as applicable, Upgrades), as Wind River makes such Updates (or as applicable, Upgrades) available for general release via the Wind River Support Network and to the extent such Updates (or as applicable, Upgrades) apply to Software covered by this Agreement.
- (c) **Patches.** For each Current Product licensed by Customer, Wind River will make available to Customer those Patches which have been published and made generally available to its commercial customers via the Wind River Support Network.
- (d) **Error Correction.** For each Current Product licensed by Customer, Wind River will use reasonable commercial efforts to remedy Errors reported by Customer to Wind River. Such remedy may consist of corrected portion(s) of the Software, Patches, or communication to Customer of a Workaround that gives Customer the ability to achieve substantially the same functionality as would be obtained without the Error, as determined by Wind River.
- (e) **Live Support for Select Issues.** Customer Contact(s) will have access to live telephone or e-mail support for resolution of certain non-technical support requests. Requests that qualify for live support hereunder will be

determined by Wind River at its sole discretion. The then-current list of such requests eligible for such live support may be found on the Wind River Support Network.

- 2.2 Enterprise Support.** Enterprise Support shall include e-Support as described in Section 2.1 above, and live telephone and e-mail support solely for Current Products, pursuant to which Customer Contact(s) will have access to live telephone and e-mail support to: (a) determine if a problem Customer is encountering is attributable to an Error and (b) to assist in resolving Errors reported by Customer that occur during normal usage of the Software ("Live Telephone and E-mail Support").

2.3 Other Support.

- (a) **Premium Support.** Wind River may, in its sole discretion, offer Premium Support to Customer. In addition to the terms of this Agreement, Premium Support is subject to Addendum 1 "Premium Support and Maintenance Services Addendum" attached hereto which sets forth the additional terms and conditions under which Wind River will provide Premium Support to Customer. Wind River is under no obligation to offer or provide Premium Support unless a Quote has been duly issued by Wind River and accepted by Customer for such Premium Support or an Order Form for such Premium Support has been signed by both parties.
- (b) **24x7x365 Emergency Support.** Wind River may, in its sole discretion, offer 24x7x365 Emergency Support to Customer. In addition to the terms of this Agreement and the Premium Support and Maintenance Services Addendum, 24x7x365 Emergency Support is subject to Addendum 2 "24x7x365 Emergency Support Addendum" attached hereto which sets forth the additional terms and conditions under which Wind River will provide 24x7x365 Emergency Support to Customer. Wind River is under no obligation to offer or provide 24x7x365 Emergency Support unless a Quote has been duly issued by Wind River and accepted by Customer for such 24x7x365 Emergency Support or an Order Form for such 24x7x365 Emergency Support has been signed by both parties.
- (c) **Long Term Support, Long Term Maintenance Services and/or Other Support.** Wind River may, in its sole discretion, offer Long Term Support, Long Term Maintenance Services and/or other support services and/or maintenance offerings for Legacy Products and EOL Products. Where Wind River has agreed to offer Long Term Support and/or Long Term Maintenance for a Legacy Product, in addition to the terms of this Agreement, such support and/or maintenance shall be subject to the terms of Addendum 3 "Long Term Support and Long Term Maintenance Services" attached hereto. For the avoidance of doubt, Wind River does not, and has no obligation, to provide standard support and maintenance services for Legacy Products or EOL Products.

3. LIMITATIONS ON SUPPORT AND MAINTENANCE SERVICES.

The following limitations and restrictions shall apply to all support and maintenance services provided under this Agreement:

- 3.1 Business Hours, Language.** Wind River shall provide support services to Customer only during the normal business hours of the Wind River Support Center closest to the customer's Development Location(s), Monday to Friday, as specified in the applicable Quote or Exhibit, excluding Wind River's recognized holidays. Additional information related to Wind River's local support centers and local business hours and recognized holidays can be viewed at: https://knowledge.windriver.com/?cid=support_maint_policy. All support and maintenance shall be conducted in the English language only.
- 3.2 Other Restrictions.** In certain cases Wind River's obligations to provide support and maintenance is restricted to a specific Project, Project User(s), Supported BSP(s), Supported Configuration(s) or similar restriction as listed in Wind River's Quote, Software License Agreement or an Exhibit (a "Support Restriction"). Where a Support Restriction is specified in a Wind River Quote, Software License Agreement, or any Exhibit, then support and maintenance services provided under this Agreement shall be limited to the specified Support Restriction, and the following additional restrictions will apply:
- (a) Customer's authorized representative shall provide written certification to Wind River of the total quantity of Project Users at least ninety (90) days prior to the expiration of the then-current Support Term, or within fifteen (15) days of written request by Wind River. Once any Customer personnel is classified as a Project User, that Customer personnel shall be counted as part of the total quantity of Project Users for purposes of this Agreement, regardless

of whether that Project User contacts Wind River for support and maintenance services or subsequently no longer meets the definition of Project User. If the actual quantity of Project Users exceeds the total authorized Project Users, Customer shall promptly pay to Wind River the appropriate level of support and maintenance fees for the actual quantity of Project Users reported, prorated for the duration of the then-current support and maintenance term.

- (b) In the event Wind River determines that Customer elected to use, copy, modify and/or distribute software licensed under GNU Licenses outside of the scope of the Project specified in the applicable Wind River Quote, Software License Agreement or Exhibit, Wind River may, in Wind River's sole discretion, cease providing support and maintenance services on the Project and Customer shall not be entitled to any refund or credit.

- 3.3 **Non-Wind River Operating System; Unsupported Components and Products.** Support and maintenance is only valid and available for Software in the form provided by Wind River to Customer. If Customer is using the Software with a non-Wind River operating system, in order to be eligible for any support or maintenance, all support issues must be reproducible on a Wind River supported operating system, such as Wind River Linux. Wind River shall have no obligation to provide support for any Software or component thereof (including components of Current Products) made available on the Wind River Support Network marked as "unsupported" or otherwise designated as not being eligible for support. Wind River does not, and has no obligation, to provide standard support and maintenance for Legacy Products and EOL Products.
- 3.4 **Out Of Scope.** If Customer requests, and Wind River agrees, to correct any problems or issues not covered by this Agreement, Customer will pay Wind River for all such work performed at Wind River's then-current standard time and materials charges. Such amount shall be due and payable within thirty (30) days of the applicable Wind River invoice date. Notwithstanding anything in this Agreement to the contrary, if Wind River determines that Customer requires ongoing help with a particular problem that is not caused by an Error, or that the resolution to such a problem involves customization of the Software, Wind River may, at its sole discretion, refer Customer to Wind River's professional services group for assistance, for which Wind River requires an additional fee.
- 3.5 **Services Deliverables.** Wind River shall have no obligation to provide support for any Wind River professional services deliverables provided to Customer, including but not limited to BSP(s), implementation services, and including any software that Customer may receive as part of such services.
- 3.6 **No End User Support and Maintenance.** Wind River has no obligation to provide any support and/or maintenance services to Customers' licensees, end-users, customers, or any other third party.
- 3.7 **Maintenance on Current Versions Only.** Wind River Updates, Patches and bug fixes are only effective on the latest version of the Software. For clarity, the latest version of the Software is a version of the Software that has been updated with all the most current Updates and Patches released or made available for such version of the Software. If Customer has not incorporated all available Updates, Patches and bug fixes to the Software, any subsequently released Patches, Updates or bug fixes may not be effective or usable on such Software.
- 3.8 **General.** Wind River shall have no obligation to investigate or correct problems (including Errors) that cannot be reproduced by Wind River based on information provided by Customer, that are due to a breach by Customer of the terms of the Software License Agreement, or that cannot be remedied due either to the operational characteristics of the computer equipment on which the Software is used or to modifications to the Software made by Customer or any third party. Wind River will use commercially reasonable efforts to provide the services under this Agreement; however, Customer acknowledges that Wind River cannot guarantee that every question, problem, issue or Error reported by Customer can or will be resolved. Nothing in this Agreement shall expand or add to any warranty for the Software set forth in the Software License Agreement or any other agreement with Wind River governing the use of the Software. The terms of this Agreement, including without limitation, any obligation of Wind River to provide support and maintenance hereunder, apply to Customers purchasing support and maintenance for Software licensed directly from Wind River. Except as otherwise agreed to in writing, this Agreement shall not apply to, or obligate Wind River to provide, any support and maintenance services for Wind River products that a customer obtains from or through any source other than Wind River, including, but not limited to, a distributor.

4. CUSTOMER RESPONSIBILITIES.

The following customer responsibilities and obligations shall apply to all support and maintenance services provided under this Agreement and shall be a precondition for Wind River to provide any support and maintenance services to Customer hereunder.

- 4.1 **Notice and Assistance.** Customers shall notify Wind River of problems in accordance with Wind River's then current guidelines and policies which can be reviewed at https://knowledge.windriver.com/?cid=support_maint_policy. Customer will provide all relevant information known to Customer, and as requested by Wind River, as well as sufficient support and test time on Customer's computer system to determine if a problem is attributable to an Error and, if applicable, to correct any Errors and determine if an Error has been corrected. Such problem notice must contain sufficient information on computer-readable media, if practicable, for Wind River to reproduce the problem. Thereafter, Customer will keep Wind River notified of any additions or changes to such information, including any modifications to any Software being utilized (regardless of whether the modification is made by Customer, a third party or Wind River), and will provide Wind River with the source code for the modified Software. Customer shall promptly respond to Wind River requests for additional information or assistance.
- 4.2 **Updates.** Pursuant to Section 3.7, if Customer is entitled to receive Updates in accordance with the terms of this Agreement, Customer shall incorporate the Updates as soon as practicable and acknowledges that failure to incorporate any such Update may make subsequent Updates and Patches unusable.
- 4.3 **Contact.** Customer must designate one named contact person ("Customer Contact") for each current seat license for Software licensed from Wind River. Only Customer Contacts shall be authorized to submit problem reports pursuant to Section 4.1 above, access Wind River Support Network and receive Updates, Patches, Upgrades, Workarounds, correspondence and other communications, as applicable, concerning the Software. Customer will notify Wind River, in writing, of any change in the Customer Contact. In no event shall the number of Customer Contacts exceed the number of current valid seat licenses licensed by Customer from Wind River.
- 4.4 **License; Use Restrictions.** Subject to Section 7, Customer acknowledges that the Updates, Patches and any other software, as applicable, provided to Customer pursuant to this Agreement are subject to the terms and conditions of the Software License Agreement and any additional terms specified on the Wind River Support Network, and Customer agrees to abide by those terms and conditions. In addition, in the event of any conflict between the terms of this Agreement and the terms of any GPL License, the terms of the GPL License shall control for software governed by a GPL License and nothing in this Agreement imposes or purports to impose any restriction on copying, modifying or distributing any portion of the software licensed under a GPL License. For purposes of this Agreement, a "GPL License" means any version of the GNU General Public License, the GNU Lesser General Public License, and other substantially similar open source licenses that preclude the imposition of further restrictions on copying, modifying or redistributing materials subject to their terms.

5. TERM AND TERMINATION.

- 5.1 **Term.** Wind River shall provide support and maintenance as described in this Agreement only during the Support Term. The parties may elect to renew a Support Term by giving written notice to the other party at least thirty (30) days prior to the expiration of the then current Support Term of its intent to renew this Agreement. Unless the parties mutually agree to renew the Support Term, and Customer pays the then-applicable support fees, this Agreement will terminate on the last day of the then-current Support Term.
- 5.2 **Termination.** Either party may terminate this Agreement or any addenda hereto, including the "Premium Support and Maintenance Services Addendum," if the other party materially breaches its obligations hereunder and fails to cure such breach within thirty (30) days of the non-breaching party's written notice thereof (except for breaches of Section 7 or Section 8, for which there is no cure period). Wind River may terminate this Agreement or any addenda hereto upon the occurrence of any event which would permit Wind River to terminate the Software License Agreement or any other agreement between Wind River and Customer. In the event of termination or expiration of this Agreement or any addenda hereto, all fees or charges then due and payable, or to become due and payable in the future based upon services already rendered, shall be immediately due and payable to Wind River and Customer's obligations to pay such amounts shall survive the termination of this Agreement or any addenda hereto. The following sections shall survive any expiration or termination of this Agreement or any addenda hereto: Sections 4.4, 5.2, 6-12.

6. **FEES AND PAYMENT.** Customer shall pay to Wind River the applicable support and maintenance fees for the Software. Support and maintenance fees shall be payable in accordance with the applicable Quote, within thirty (30) days after the date of the applicable Wind River invoice, and shall accrue commencing upon the date the Software was licensed by Customer pursuant to the Software License Agreement. Payment terms herein are subject to prior credit approval by Wind River. Wind River may charge interest in the amount of one and a half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until paid for all fees not paid when due. Upon notice to Customer prior to the commencement of any renewal support term, Wind River shall have the right to change the support fees that will apply during such renewal term. A lapsed support and maintenance period of three (3) years or less may be reinstated upon Customer's payment of reinstatement fees pursuant to Wind River's then current policy. Such reinstatement fees are in addition to applicable annual support and maintenance fees for Software. All fees are exclusive of taxes, and Customer shall pay all sales, use, services or other similar taxes, if any, applicable to the fees. If Customer purchases support for any copy of the Software Customer has licensed from Wind River, Customer must purchase support for all copies of such Software Customer has licensed from Wind River.
7. **PROPRIETARY RIGHTS; USE OF SOURCE CODE.** All software delivered under this Agreement (including Updates, Patches, and Upgrades, as applicable) and any modifications thereto shall be owned by Wind River. At Wind River's sole discretion, certain Updates, Patches, and Upgrades, as applicable, may be provided to Customer in Source Code. If Customer's Software License Agreement contains a Source Code license grant (including Software License Agreements with a "reference source code" license grant), then the terms and conditions of that license grant shall govern Customer's use of the Source Code Update, Patch, or Upgrade, as applicable. If Customer's Software License Agreement does not contain a Source Code license grant, Wind River hereby grants Customer a restricted, personal, non-transferable, non-exclusive, internal-use license to use and modify the Source Code provided in an Update, Patch or Upgrade, as applicable, solely to the extent necessary to remedy any Error and to incorporate the Update, Patch, or Upgrade, as applicable, into the Software as specified by Wind River. Customer acknowledges and agrees that: (i) except as set forth above, the use of such Source Code shall be in strict accordance with the terms and conditions of the applicable Software License Agreement; (ii) if Customer has obtained the right to distribute the Software, or any portions thereof, pursuant to the Software License Agreement, Customer shall compile the Source Code Updates, Patches, or Upgrades, as applicable, provided by Wind River hereunder into Object Code prior to any such distribution and shall distribute and use such Updates, Patches, or Upgrades, as applicable, in Object Code only and in strict accordance with the terms and conditions of the applicable Software License Agreement; and (iii) that such Source Code is Confidential Information as described in Section 8. Customer acknowledges that Wind River has no obligation to provide, and Customer has no right to receive, the Source Code for the Software or any Update, Patch, or Upgrade, as applicable.
8. **CONFIDENTIAL INFORMATION.** In the event either party obtains access to the Confidential Information (defined below) of the other party in the course of performing this Agreement, the party obtaining such information shall maintain the confidentiality of such information in the same manner it maintains the confidentiality of its own similar Confidential Information, but in no event with less than reasonable care. "Confidential Information" of either party means any information disclosed on written or magnetic media during the Support Term that is marked "confidential" or with a similar legend at the time of disclosure to the receiving party. Notwithstanding the foregoing, all Updates, Patches, Upgrades, Workarounds and any software that may be provided by Wind River pursuant to this Agreement shall be deemed Confidential Information without regard to whether such items are marked "confidential" or with a similar legend. Confidential information shall not include any information that is (a) published or otherwise available to the public other than by breach of this Agreement; (b) rightfully received by the receiving party from a third party without confidentiality limitations; (c) independently developed by the receiving party without reference to the Confidential Information; (d) known to the receiving party prior to its first receipt of such information from the disclosing party; or (e) hereinafter disclosed by the disclosing party to a third party without restriction on disclosure. If any Confidential Information must be disclosed to any third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of the receiving party, the receiving party shall promptly notify the disclosing party of the order or request and permit the disclosing party (at its own expense) to seek an appropriate protective order. This Agreement shall not be construed to prohibit, and Wind River shall be entitled to use for any purpose, including without limitation use in development, manufacture, promotion, sale, support and maintenance of Wind River's or its customers' products and services any information received from Customer in association with the support services described in this Agreement that may be retained as know-how, ideas, processes or expertise in the unaided memories of Wind River's personnel.

9. **DISCLAIMER.** WIND RIVER AND ITS LICENSORS PROVIDE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS RELATED TO THE UPDATES, PATCHES, UPGRADES, WORKAROUNDS OR ANY SERVICES, MAINTENANCE SERVICES OR SUPPORT THAT MAY BE PROVIDED HEREUNDER.
10. **LIMITATION OF LIABILITY.** WIND RIVER AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, REVENUE OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF DATA, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EVEN IF WIND RIVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WIND RIVER'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO WIND RIVER BY CUSTOMER HEREUNDER FOR THE THEN-CURRENT SUPPORT TERM.
11. **EXPORT CONTROL.** All software and technical information delivered under this Agreement are subject to U.S. export controls under the Export Administration Regulations (the "EAR") or the International Traffic in Arms Regulations (the "ITAR") and may be subject to export, re-export or import regulations in other countries. Customer agrees to strictly comply with all such laws and regulations. Customer will not export or re-export the software and technical information, directly or indirectly, to: (1) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria); (2) any end user who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government. Some of Wind River's products are classified as "restricted" encryption products under Section 740.17(b)(2) of the EAR and may not be exported or re-exported to government end-users (as defined in Section 772 of the EAR) outside the countries listed in Supplement No. 3 to Part 740 of the EAR without authorization from the U.S. government.
12. **GENERAL.** This Agreement will be governed in all respects by the laws of the State of Delaware without regard to conflict of principles of laws. All disputes arising under this Agreement shall be brought exclusively in the State of Delaware or of the Federal courts sitting therein as permitted by law. If any provision or provisions of this Agreement are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. This Agreement may not be assigned, sub-licensed, or otherwise transferred by Customer without Wind River's prior written consent and any assignment or attempted assignment by Customer in violation of this Section 12 shall be null and void. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties. This Agreement constitutes the complete, final and exclusive statement of the agreement between Wind River and Customer, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No waiver, alteration or modification of the provisions of this Agreement will be valid unless made in writing and signed by a corporate officer of Wind River. Each party agrees that use of pre-printed forms, such as purchase orders or acknowledgements, is for convenience only and all terms and conditions stated thereon are void and of no effect.

Should you have any questions concerning this Agreement, please write: Wind River Systems, Inc., Legal Department, 500 Wind River Way, Alameda, CA 94501.

ADDENDUM 1

Premium Support and Maintenance Services Addendum

This Premium Support and Maintenance Services Addendum (the “**Addendum**”) is supplemental to and amends the Agreement. Terms used, but not otherwise defined herein, shall have the meaning ascribed to them in the Agreement. In the event of a conflict between this Addendum and the Agreement, this Addendum’s terms shall prevail.

1. DEFINITIONS.

- 1.1 “**Designated Site**” means the geographic address of each Customer site or facility where the Supported Configuration is installed, and where Premium Support will be provided, as set forth in an Exhibit, Order Form or a Quote.
- 1.2 “**Order Form**” means an attachment to this Addendum that the parties may mutually execute from time to time that contains a description, fees, and limitations of the Premium Support to be provided, such as the Premium Support, Long Term Support and Long Term Maintenance Order Form.
- 1.3 “**Premium Support Term**” means the term for which Customer has purchased Premium Support, as set forth in an Exhibit, Order Form or a Quote.
- 1.4 “**Resolution Target**” means the estimated number of days between the date Wind River receives Customer’s written report of an Error, and the date such Error is corrected, as set forth at the Wind River Support Network.
- 1.5 “**Response Time**” means the time frame within which Wind River will respond to Customer’s report of an Error.
- 1.6 “**Support Manager**” means the individual(s) designated by Wind River to provide support for Customer under this Addendum. Such individual(s) shall be Customer’s primary designee and single point-of-contact, responsible for priority escalation and overseeing resolution on all support requests as contemplated hereunder.

2. PREMIUM SUPPORT SCOPE.

- 2.1 **Supported Customer Lab.** Each subscription for Premium Support shall be limited to the Project, Supported Customer Lab, Premium Support Term, Designated Site(s) and number of Customer Labs expressly set forth in the applicable Exhibit, Order Form, Quote or otherwise agreed to by the parties in writing.
- 2.2 **Additional Premium Support.** Subject to Wind River’s approval, Customer may request additional Customer Contacts, Designated Sites and/or Customer Lab support (“Add-Ons”) during the Premium Support Term. If Customer wishes to purchase Add-Ons, and Wind River agrees to provide such Add-Ons, Customer may issue a purchase order to Wind River referencing the Wind River Quote for such Add-Ons, provided that the terms and conditions on such purchase order shall have no effect and the terms of this Addendum and such Wind River Quote shall solely govern Wind River’s support obligations with respect to such Add-Ons.

3. PREMIUM SUPPORT SERVICES.

- 3.1 **Premium Support.** Premium Support includes the following:
 - (a) Customer Success Manager (CSM)
 - (b) Designated team of senior support engineers
 - (c) Expedited service request handling pursuant to the terms of Section 3.3 below
 - (d) Up to three (3) days of on-site support annually at each Designated Site as necessary to fix Errors on mutually agreed upon terms and as further described in Section 3.4 below

(e) One (1) Customer Lab will be included and set up with the initial Premium Project Support Configuration at a Wind River facility. As a prerequisite to this Premium Support feature, Customer must provide Wind River with all necessary hardware, software, access, information and any other items or information reasonably required by Wind River to enable Wind River to set up and manage the Customer Lab (see Sections 3.5 and 3.6 below).

- 3.2 Support for Third Party Software.** If Customer identifies a programming error or non-conformity in a third party product being utilized by Customer as part of a Project, which third party product interacts with one or more Software, Wind River will use commercially reasonable efforts to coordinate with the third party support provider and will use commercially reasonable efforts to assist such support provider in addressing the error or problem for Customer. A prerequisite to this Premium Support feature is Customer must provide Wind River with all necessary hardware, software, access, information and any other items or information reasonably required by Wind River to enable Wind River to perform such assistance described herein. Notwithstanding the foregoing, and except with respect to any third party product incorporated in Software as provided to Customer by Wind River, nothing herein shall obligate Wind River to provide support, maintenance or other services with respect to any third party product. All such support and maintenance is the responsibility of Customer and its vendors.
- 3.3 Error Classification; Resolution Targets.** Wind River will use commercially reasonable efforts to provide a resolution to the Error (as such resolutions are defined below) within the specified Resolution Target as set forth at the Wind River Support Network. Customer understands and accepts that although Wind River will use commercially reasonable efforts to meet the Resolution Target, such targets are estimates only and not a guaranty of Error correction by such date. A resolution to the Error shall be one or more of the following: (a) a satisfactory answer to a question is provided; (b) a satisfactory workaround is provided; (c) an answer, fix, or workaround is made available on the Wind River Support Network; and/or (d) a fix is incorporated into a future release(s). Wind River reserves the right to reclassify a reported Error in accordance with the Error Categories set forth at the Wind River Support Network. Response Time shall not commence until Customer has provided Wind River with sufficient information regarding the Error to permit Wind River to begin diagnosing the problem, including, but not limited to, sufficient information to reproduce the Error.
- 3.4 On-Site Support.** Three (3) days of on-site support per year at each Designated Site shall be included in each Premium Support subscription, provided such on-site support is necessary as mutually agreed in writing by Customer and Wind River. Following such determination of necessity for on-site support, Wind River will commence such support within five (5) business days of such determination. Each day of on-site support shall be a maximum of eight (8) hours per day (including travel time from local office or local accommodation). Any unused on-site support days shall expire at the end of the then-current applicable Premium Support Term and shall in no event carry over to any subsequent term.
- 3.5 Customer Lab.** Premium Support includes one (1) Customer Lab setup with the initial configuration as mutually agreed by the Parties. Provided Customer has a then-current Premium Support subscription in effect, Customer may purchase additional Customer Lab support for each Supported Configuration. Upon the start of the Premium Support Term, Customer and Wind River will mutually agree upon the exact design of the Customer Lab ("Customer Lab"), including the items to be provided by Customer to Wind River to enable set up and support of the Customer Lab ("Customer Supplied Prerequisites"). If Wind River is unable, through no fault of Customer, to set up the Customer Lab within ninety (90) days (or as otherwise mutually agreed upon in writing) after receipt of the Customer Supplied Prerequisites, Wind River will inform Customer that it will not be able to provide the Customer Lab support. In such case, Wind River shall return the Customer Supplied Prerequisites and refund the applicable Customer Lab fees within sixty (60) days of such notice by Wind River. If Customer cannot provide their specific hardware, then the closest reference hardware shall be used.
- 3.6 Customer Supplied Prerequisites.** Customer shall promptly provide one (1) copy of all of the Customer Supplied Prerequisites. For the avoidance of doubt, the Customer Lab term shall coincide with the applicable Premium Support Term, irrespective of when Customer provides such Customer Supplied Prerequisites to Wind River. The Customer is responsible for providing all of the Customer Supplied Prerequisites necessary in order to enable Wind River to establish an environment as close to the Customer environment as possible. .

Customer shall ensure Wind River has all necessary rights and licenses to use the Customer Supplied Prerequisites without accounting to any third party, including payment of any license fees, if applicable. Customer hereby grants to Wind River a nonexclusive, royalty-free license to make, have made, use, modify, create derivative works of, perform, display and reproduce the Customer Supplied Prerequisites for the purpose of providing Premium Support, including creating the representative environment for Customer Lab support, and Customer represents and warrants that it has the

right to grant such license. In no event will Wind River be liable for any failure or delay in the performance of its obligations that results from (i) Customer's delay in providing any Customer Supplied Prerequisites; (ii) failure of any Customer Supplied Prerequisite to operate according to any applicable specifications or as intended; or (iii) any inaccurate, incomplete, inconsistent, or misleading information and/or input supplied by Customer. Customer will indemnify and hold harmless Wind River from any and all claims and damages that result from Wind River's use of the Customer Supplied Prerequisites in accordance with the terms of this Addendum. All Customer Supplied Prerequisites shall remain with Wind River for the duration of the Premium Support Term.

- 3.7 Third Party Software with Customer Lab.** Upon establishment of the Customer Lab, Wind River shall use the Customer Lab to recreate Errors reported by Customer on the Supported Configuration. Pursuant to the terms of this Addendum, Wind River shall only resolve those Errors which are reproducible and are solely caused by the Wind River Software.
- 3.8 Configuration Updates.** Customer is entitled to request that Wind River update the representative environment to later versions of the Configuration during the Premium Support Term by written notice, up to a maximum of two (2) updates during the Premium Support Term. Any unused update requests shall expire at the end of the then-current applicable Premium Support Term and shall in no event carry over to any subsequent term.
- 3.9 Premium Project Manager.** Premium Project Manager includes the following:
- (a) Bi-weekly conference calls, for up to two (2) hours per conference call, to review status of open support requests which have been submitted to Wind River. Such conference calls will be hosted by one (1) Wind River Customer Success Manager and may be attended by a maximum of ten (10) authorized Customer personnel.

4. CUSTOMER OBLIGATIONS.

- 4.1 Customer Contact.** Customer must designate up to five (5) named Customer Contacts on the Exhibit, Order Form or a Quote for each Designated Site. Customer Contacts may be changed with advanced written notice to Customer's designated Support Manager. Actively authorized Customer Contacts may not exceed five (5) at any time.

5. TERM; TERMINATION.

- 5.1 Premium Support Term.** This Addendum shall commence on the Exhibit, Order Form or Quote Effective Date and continue until terminated as set forth herein. Each Exhibit, Order Form or Quote will commence upon the Effective Date set forth in such Exhibit, Order Form or Quote and shall continue for a period set forth therein. The renewal date for support services under each Exhibit, Order Form or Quote shall be the last day of the applicable Premium Support Term as identified in such Exhibit, Order Form or Quote. Premium Support may be renewed at the then-current list price upon mutual agreement of the parties. Customer must have a then-current subscription for Enterprise Support for a Configuration in order to purchase Premium Support for the same Configuration. If Customer's Enterprise Support subscription lapses for the Configuration or the Agreement terminates or expires, then Premium Support will simultaneously terminate without offset or refund of fees paid.
- 5.2 Termination by Wind River.** Wind River may terminate this Addendum, any Exhibit, Order Form or Quote for Premium Support in the event Customer breaches any term in the Agreement, this Addendum, Exhibit, Order Form or Quote, which breach has remained uncured for a period of thirty (30) days from the date of notice from Wind River. In addition, Wind River may terminate this Addendum with or without cause where no active Exhibit, Order Form or Quote is in effect under this Addendum by providing Customer thirty (30) days written notice of such termination.

ADDENDUM 2

24x7x365 Emergency Support Addendum

This 24x7x365 Emergency Support Addendum (the "**Emergency Support Addendum**") is supplemental to and amends the Agreement and Addendum 1 "Premium Support and Maintenance Services Addendum" (collectively the "**Agreement**"). Terms used, but not otherwise defined herein, shall have the meaning ascribed to them in the Agreement. In the event of a conflict between this Addendum and the Agreement, this Addendum's terms shall prevail.

1. DEFINITIONS.

- 1.1 "**Critical Error**" means an Error in a copy of the Software distributed in Customer's Target Application that involves grave impact to business operations, such as data loss or corruption, loss of operations, and 'work stop' situations, for which no immediate fix or workaround is available.
- 1.2 "**Fix Target**" means (a) for non-Critical Errors, the interval from the receipt of the original problem report by Customer to the time of delivery of the first Official Fix, and (b) for Critical Errors, the interval from the receipt of the original Error report by Customer to the time when the first Error Correction is provided to the affected site.
- 1.3 "**Official Fix**" means is an approved fix of Error Correction that is available for general distribution.
- 1.4 A "**Temporary Fix**" is an Error Correction that is delivered to a limited number of systems in the field for the purposes of verification or to solve system problems requiring immediate attention, and may include a Workaround or a Patch. A Temporary Fix is usually followed by an Official Fix.

2. EMERGENCY SUPPORT.

- 2.1 **24x7x365 Emergency Support.** Provided Customer has a then-current Premium Support subscription in effect, Customer may purchase 24x7x365 Emergency Support. Wind River shall provide support services to Customer on a 24x7x365 basis within the specified Resolution and Fix Targets as set forth at the Wind River Support Network. Emergency Support also comes with on-site support for Critical Errors, as well as enhanced Service Level Agreements for other severities as defined in the Wind River Support Network. To receive Emergency Support for Critical Error, Customer must report the Error by phone via a 24x7 hotline number that will be provided by Wind River.
- 2.2 **Configuration for Customer Lab.** Each subscription for Emergency Support shall be limited to the same Project, Configuration(s), Support Term, Designated Site(s) and Customer Lab(s) expressly set forth in the applicable Premium Support Exhibit, Order Form, or Quote, or otherwise agreed to by the parties in writing, including any Premium Support Add-Ons.

3. EMERGENCY SUPPORT SERVICES.

- 3.1 **Error Classification; Resolution and Fix Targets.** Wind River will use commercially reasonable efforts to provide a resolution to submitted errors (as such resolutions are defined below) in accordance with the specified Resolution and Fix Targets for Emergency Support as set forth at the Wind River Support Network. Customer understands and accepts that although Wind River will use commercially reasonable efforts to meet the Resolution and Fix Targets, such targets are estimates only and not a guaranty of a fix by such date. A resolution to the Error shall be one or more of the following: (a) a satisfactory answer to a question is provided; (b) a satisfactory Temporary Fix is provided; (c) an answer, Official Fix, or Temporary Fix is made available on the Wind River Support Network; and/or (d) a Error Correction is incorporated into a current or future release(s). Wind River reserves the right to reclassify a reported Error in accordance with the Error Categories set forth at the Wind River Support Network. Response Time shall not commence until Customer has provided Wind River with sufficient information regarding the Error to permit Wind River to begin diagnosing the problem.

- 3.2 **On-Site Emergency Support.** If a Temporary Fix for a Critical Error covered by Emergency Support, is not available through telephone/email or remote handling/connection within the applicable Fix Target, Customer may request that Wind River provide on-site support at the Designated Site by an expert engineer.

4. TERM; TERMINATION.

- 4.1 **Emergency Support Term.** This Emergency Support Addendum shall commence on the Exhibit, Order Form or Quote Effective Date and continue until terminated as set forth herein. Each Exhibit, Order Form or Quote will commence upon the Effective Date set forth in such Exhibit, Order Form or Quote and shall continue for a period set forth therein. The renewal date for support services under each Exhibit, Order Form or Quote shall be the last day of the applicable Emergency Support Term as identified in such Exhibit, Order Form or Quote. Emergency Support may be renewed at the then-current list price upon mutual agreement of the parties. Customer must have a then-current subscription for Premium Support to purchase Emergency Support for the same Supported Configuration. If Customer's Premium Support subscription lapses for the Supported Configuration or the Agreement terminates or expires, then Emergency Support will simultaneously terminate without offset or refund of fees paid.
- 4.2 **Termination by Wind River.** Wind River may terminate this Emergency Support Addendum, any Exhibit, Order Form or Quote for Emergency Support in the event Customer breaches any term in the Agreement, this Emergency Support Addendum, Exhibit, Order Form or Quote, which breach has remained uncured for a period of thirty (30) days from the date of notice from Wind River. In addition, Wind River may terminate this Emergency Support Addendum with or without cause where no active Exhibit, Order Form or Quote is in effect under this Emergency Support Addendum by providing Customer thirty (30) days written notice of such termination.

ADDENDUM 3

Wind River Software Support and Maintenance Agreement

Long Term Support & Long Term Maintenance Services

This Long Term Support & Long Term Maintenance Services Addendum (the "**Addendum**") is supplemental to and amends the Agreement. Terms used, but not otherwise defined herein, shall have the meaning ascribed to them in the Agreement. In the event of a conflict between this Addendum and the Agreement, this Addendum's terms shall prevail.

1. GENERAL LIMITATIONS:

- 1.1 Long Term Support and Long Term Maintenance services are available solely for the Supported Configuration stated in a Quote, Order Form or an Exhibit to the Software License Agreement. If no Supported Configuration is listed in the Quote or Exhibit, support services shall be limited to a single Software configuration licensed and delivered to the Customer.
- 1.2 Long Term Support services include only those support services described in Section 2 below and do not include any maintenance services, such as Patches and Updates.
- 1.3 Customer acknowledges and agrees that Long Term Maintenance may only be purchased by Customer in addition to Customer's Enterprise Support, Long Term Enterprise Support, or Premium Support purchased for the same Supported Configuration. If Customer terminates such support for the Supported Configuration, then Long Term Maintenance is likewise terminated without offset or refund of fees paid.

2. LONG TERM SUPPORT:

- 2.1 **Long Term E-Support.** Long Term E-Support Services shall include the following services:

- (a) Wind River Support Network for two Customer Contacts. As defined in Section 2.1(a) of the Agreement.
- (b) Live Support for Select Issues for two Customer Contacts. As defined in Section 2.1(e) of the Agreement.

- 2.2 **Long Term Enterprise Support.** Long Term Enterprise Support shall include all Long Term e-Support as described in Section 2.1 above, and Live Telephone and E-mail Support for two Customer Contacts (as described in Section 2.2 of the Agreement).

3. LONG TERM MAINTENANCE SERVICES:

Long Term Maintenance for a Supported Configuration may include Error Correction, Security Monitoring and Unlimited Security Fix package, Frozen Branch Maintenance and/or other Wind River Long Term Maintenance offerings, as described at https://knowledge.windriver.com/?cid=support_maint_policy. Wind River shall offer and provide only the Long Term Maintenance options that were purchased by Customer and are specified in a Quote, Order Form or an Exhibit.