

## NATIONAL INSTRUMENTS SOFTWARE LICENSE AGREEMENT

INSTALLATION NOTICE: THIS IS A CONTRACT. BEFORE YOU DOWNLOAD THE SOFTWARE AND/OR COMPLETE THE INSTALLATION PROCESS, CAREFULLY READ THIS AGREEMENT. BY DOWNLOADING THE SOFTWARE AND/OR CLICKING THE APPLICABLE BUTTON TO COMPLETE THE INSTALLATION PROCESS, YOU CONSENT TO THE TERMS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BECOME A PARTY TO THIS AGREEMENT AND BE BOUND BY ALL OF ITS TERMS AND CONDITIONS, CLICK THE APPROPRIATE BUTTON TO CANCEL THE INSTALLATION PROCESS, DO NOT INSTALL OR USE THE SOFTWARE, AND RETURN THE SOFTWARE WITHIN THIRTY (30) DAYS OF RECEIPT OF THE SOFTWARE (INCLUDING ALL ACCOMPANYING WRITTEN MATERIALS, ALONG WITH THEIR CONTAINERS) TO THE PLACE YOU OBTAINED THEM. ALL RETURNS SHALL BE SUBJECT TO NI'S THEN CURRENT RETURN POLICY.

1. Definitions. As used in this Agreement, the following terms have the following meanings:

- A. "Academic Institution." Means a degree-granting educational institution.
- B. "Authorized Applications." Means only those applications that you create with development versions of the SOFTWARE that you have validly licensed. Notwithstanding the foregoing, any application created with the SOFTWARE acquired under an evaluation license is not an Authorized Application.
- C. "Computer" or "computer." Refers to one computer or, if the SOFTWARE is being used in connection with a virtual machine, one virtual machine on one computer.
- D. "Instructor." Means an individual teaching at an Academic Institution.
- E. "NI." Means National Instruments Corporation, a company organized under the laws of the State of Delaware, U.S.A., unless the SOFTWARE is manufactured in the Republic of Ireland, in which event, "NI" shall mean National Instruments Ireland Resources Ltd., a company organized under the laws of the Republic of Ireland. If you are not sure where the SOFTWARE is manufactured, please contact National Instruments Corporation, 11500 N. Mopac Expressway, Austin, Texas, U.S.A. 78759-3504 (Attention: Legal Department).
- F. "SOFTWARE." Means the computer software programs provided with this Agreement and which are being installed together with all accompanying documentation, utilities, and driver interface software. If the SOFTWARE is part of a NI suite product, the term SOFTWARE means all of the applicable NI software programs comprising the applicable suite (including all accompanying documentation, utilities, and driver interface software) that you have acquired. SOFTWARE includes all Upgrades that may be provided by NI and all Multiple Access Software. Driver interface software means the installed combination of any NI driver interface binary code (e.g., any combination of NI-488, NI-488.2, NI-DAQ, NI-VXI, NI-VISA, etc.) as may be installed on your computer.
- G. "Software Service." Means the maintenance and technical support associated with the SOFTWARE or other software services program, in each case provided by NI and lasting for the duration of time identified in the applicable quote or other offer documentation. The Software Service program is further described in the documentation provided with the Software Services membership and/or, in the case of a VLP License, in the VLP Documentation.
- H. "Student." Means an individual enrolled (or taking continuing education classes) at an Academic Institution.
- I. "Term." Means the period of time specified in the product description and during which you are validly licensed to use the SOFTWARE unless this Agreement is terminated earlier by NI or you as provided herein.
- J. "Upgrade." Means any supplemental or replacement code for SOFTWARE you have previously licensed from NI.

K. "You." Means you the individual using the SOFTWARE as well as your employer if you are using the SOFTWARE within the scope of your employment.

2. Grant of License. In consideration of payment of the applicable fees to NI, NI is willing to provide you with a limited, non-exclusive right to use the SOFTWARE, but only pursuant and subject at all times to the terms and conditions of this Agreement. The SOFTWARE is in "use" when loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, DVD-ROM, network storage device, or other storage device). Except as expressly authorized under this Section 2, floating, concurrent, or shared use is not permitted under this Agreement. The specific use rights granted to you are as follows and depend upon the type of license you have acquired:

A. Named User License. If you have acquired a named user license, you must designate in writing (through the NI registration process) one (1) named user for the license (the "Named User"). The SOFTWARE may be installed on up to three computers in a single workplace of the designated Named User. Only the designated Named User, however, may use or otherwise run the SOFTWARE and the SOFTWARE may not be run concurrently (i.e., it may only be launched on one computer at a time). At your discretion, you may convert a named user license to a single seat license whereupon the SOFTWARE may only be installed and used on one (1) computer in your workplace. While all of the SOFTWARE must be installed and used on the same computer under a single seat license, there is no limitation on the number of your personnel that may access and use the SOFTWARE on such computer; provided, however, that the SOFTWARE may not be run concurrently (i.e., only one instance of the SOFTWARE can be launched on one computer at a time). Regardless of whether the SOFTWARE is used under a named user license or a single seat license, in no event may any of the SOFTWARE be installed or used on a network storage device. If you have a VLP License or Surviving VLP License and you want to convert named user licenses to single seat licenses, you must give written notice to NI so that NI can send you a new license file reflecting the revised number of named user licenses. You may transfer a named user license to another designated user provided that no more than four (4) such transfers may occur per year. Once a designated Named User has transferred their license to a new user, such new user must reregister with NI the named user license in their own name.

B. Volume/VLP License. If you have acquired the right to use the SOFTWARE for multiple users under the Volume License Program ("VLP"), you shall install and use an Approved Volume License Manager with the most current license file provided to you by NI that controls end-user access to the SOFTWARE licensed under the VLP. During the VLP Term, you may distribute the master installation disk(s) containing the SOFTWARE for internal installation and use only on those computers located at the Site(s). In addition to being subject to the terms and conditions set forth in the "Notes" sub-section below, your use of the SOFTWARE under the VLP shall at all times (during the VLP Term and thereafter) also be subject to all terms and conditions set forth in this Agreement regarding the specific type of VLP License you have acquired under the VLP. As part of the VLP, you must, for each individual VLP License, acquire and maintain during the term of the VLP the Software Services for the SOFTWARE identified in the applicable VLP Documentation and for which NI makes such Software Services available.

C. Concurrent Use License. If you have acquired a concurrent use license, you may install the SOFTWARE for use by Authorized Users at the Sites; provided, however, in no event may the number of Authorized Users who are accessing and/or using any of the SOFTWARE at the same time (i.e., concurrent users) exceed the Maximum Number of Seats which you have purchased. You agree that you will also use an Approved Volume License Manager and the license file provided by NI that controls end-user access to the SOFTWARE to ensure compliance with the foregoing. Your concurrent use license will automatically terminate if the number of concurrent users of the SOFTWARE at any time exceeds the Maximum Number of Seats which you have purchased. If you do not timely renew your Software Service, should you later desire to obtain Upgrades for the software, you may be required to pay NI an applicable Upgrade fee for each such seat. As used herein, the term "Authorized Users" means end-users at the Sites who use the SOFTWARE; the term "Sites" means your facility to which NI initially delivered the SOFTWARE and all of your facilities within the same country; and the term "Maximum Number of Seats" means the number of seats you have acquired as designated in the applicable quote or other documents provided to you by NI. For purposes of the concurrent use license, all facilities located in a member of the North American Free Trade Agreement or South America shall be considered located in the same country, all facilities located in Iceland, Norway, Switzerland, Africa or any member country of the European Union shall be considered located in the same country, and all facilities located in Asia shall be considered located in the same country.

- D. Multiple Access License. If the SOFTWARE you are using is (i) NI's SDS SOFTWARE or (ii) NI's NI-488.2 SOFTWARE for GPIB-ENET or GPIB-ENET/100 (individually or collectively, "Multiple Access Software"), you may install and use the SOFTWARE (including any or all versions thereof as provided by NI) on any number of computers or storage devices in your workplace solely for the purpose of (as applicable): (i) accessing NI's serial device server hardware product in the case of NI's SDS SOFTWARE or (ii) accessing Ethernet to GPIB controllers in the case of NI's NI-488.2 SOFTWARE for GPIB-ENET or GPIB-ENET/100.
- E. Debug License. If you have acquired a debug license, you must have licensed the applicable SOFTWARE components (as identified below) under a separate named user license or VLP License with NI and you may now, under the debug license, install such SOFTWARE components on one (1) additional target production computer (for each debug license acquired). Each of the applicable components must be used on the same target production computer and solely for debug purposes only. In no event may you use the components for developing new programs (e.g., test sequences/modules, virtual instruments (VIs), etc.). Your debug license will immediately terminate should you use the components on more than one (1) target machine per each debug license or in any manner other than for debugging existing programs. If the SOFTWARE is NI TestStand, then the applicable components are (i) the NI TestStand runtime execution engine for executing your sequences and the complete NI TestStand sequence editor development environment; (ii) one (1) copy of LabVIEW and the applicable software toolkits; and (iii) one (1) copy of LabWindows/CVI and the applicable software toolkits. If the SOFTWARE is LabVIEW, then the applicable component is one (1) copy of LabVIEW and applicable SOFTWARE toolkits. If the SOFTWARE is LabWindows/CVI, then the applicable component is one (1) copy of LabWindows/CVI and applicable SOFTWARE toolkits. If the SOFTWARE is a module (e.g., including, but not limited to, any of the following: LabVIEW Mobile Module, LabVIEW Touch Panel Module, LabVIEW Real-Time Module, LabWindows/CVI Real-Time Module, LabVIEW FPGA Module, LabVIEW Control Design and Simulation Module, Vision Development Module, LabVIEW Statechart Module, LabVIEW DSC Module, or LabVIEW DSP Module) ("Designated Module"), then the applicable component is one (1) copy of such Designated Module.
- F. Academic Licenses.
- (1.) Student Edition License. If the SOFTWARE is a student edition (including without limitation SOFTWARE acquired pursuant to a student install option license), you must (i) be a Student or an Instructor; (ii) have acquired a student edition license; (iii) only, if you are a Student, use the SOFTWARE for your personal education purposes and not for any other purpose, including, without limitation, research, professional, commercial, or industrial purposes; and (iv) only, if you are an Instructor, use the SOFTWARE for your preparation for classroom or lab coursework and not for any other purpose, including, without limitation, use in a classroom or lab, research, professional, commercial, or industrial purposes. You hereby understand and agree that your license will automatically expire upon the conclusion or termination of your enrollment in an Academic Institution (or, in the case of student install option licenses, upon the conclusion or termination of your enrollment at the Academic Institution from which you obtained such license) or should you stop being an Instructor unless otherwise expressly specified by NI or its affiliates in writing; upon any such expiration, you must promptly uninstall all copies of the SOFTWARE. As stated in Section 5 below (without limiting the generality thereof), academic licenses, including student edition licenses, may not be transferred.
- (2.) Primary and Secondary School License. If you have acquired a primary and secondary school license, you may use the SOFTWARE solely for educational purposes in your primary and secondary school. Primary and secondary schools are defined as levels K-12 and International Standard Classification of Education (ISCED) levels 0-3. You may install the SOFTWARE on no more than the number of your school's computers specified by NI in writing in the applicable quote or other offer documents. The foregoing rights apply to a single school or campus and do not extend to an entire school district. You may distribute VIs and executables created with the SOFTWARE that is properly installed on computers located within your campus, school, or department as indicated in the applicable quote or other offer documents; provided that (i) you comply with all the terms and conditions in this Agreement regarding such distribution and (ii) such distribution is only to other primary and secondary schools and for educational purposes only. The foregoing are your only distribution rights under a primary and secondary school license. Notwithstanding anything in this Agreement to the contrary, in no event may you distribute any applications (including code such as VIs and executables) created with the SOFTWARE other than as expressly permitted in this Agreement. Any use of the SOFTWARE under a primary and

secondary school license by any person who is not a student or teacher at your primary or secondary school or any use for research, commercial, or industrial purposes is expressly prohibited. The Term of this license may be either term-based or perpetual, depending on the option purchased.

- (3.) Academic Teaching License. If you have acquired an academic teaching license, you may use the SOFTWARE solely for instructional purposes in your department, college, or on a specific university campus, in each case, of an Academic Institution, depending on the option selected in the applicable purchase order submitted to NI. A use will be considered as one for "instructional purposes" if such use meets either of the following criteria: (i) a common exam is given to Students at the end of a semester or other academic period and the exam relates (in whole or part) to the Students' use of the SOFTWARE or (ii) homework or similar projects requiring the use of the SOFTWARE are used for grading in lieu of an exam. You may install the SOFTWARE on no more than the number of your Academic Institution's computers (in the applicable department, college, or specific university campus) specified by NI in writing in the applicable quote or other offer documents. You may distribute VIs, executables, and related documentation created with the SOFTWARE, provided, however, that (i) you comply with all the terms and conditions in this Agreement regarding such distribution and (ii) such distribution is for academic purposes only. Except for the foregoing limited distribution right, in no event may you distribute any software deliverables created with the SOFTWARE under an academic teaching license without the prior written approval of NI. Without limiting the generality of the foregoing, any use of the SOFTWARE by any person who is not a Student or Instructor at your Academic Institution or any use for research, commercial, or industrial purposes under this Agreement is prohibited. The Term of your academic teaching licenses may be either term-based or perpetual, depending on the option purchased.
- (4.) Student Install Option. If you are an Academic Institution and have acquired student install option licenses, NI will deliver to you the master installation disks for the applicable Student Edition SOFTWARE. You may make the applicable Student Edition SOFTWARE available only to (1) no more than the number of Students specified by NI in writing in the applicable quote or other offer documents and (2) Students that are currently enrolled at the applicable department, college, or specific university campus of your Academic Institution specified by NI in writing in the applicable quote or other offer documents. All use of the SOFTWARE under a student install option license shall be in accordance with the student edition license terms and conditions above. The applicable student install option license will automatically expire upon the conclusion or termination of the applicable Student's enrollment at your Academic Institution; upon any such expiration, the Student must promptly uninstall all copies of the SOFTWARE. As stated in Section 5 below (without limiting the generality thereof), academic licenses, including Student Install Option licenses, may not be transferred (including without limitation to other Students or to another Academic Institution).
- (5.) Academic Research Option. If you have acquired an academic research license, you may use the SOFTWARE solely for academic research, teaching, and educational purposes in your department, college, or on a specific university campus, in each case, of an Academic Institution, depending on the option selected in the applicable purchase order submitted to NI. You may install the SOFTWARE on no more than the number of your computers specified by NI in writing in the applicable quote or other offer documents. You may distribute VIs, executables and related documentation created with the SOFTWARE; provided, however, that (i) you comply with all the terms and conditions in this Agreement regarding such distribution; and (ii) such distribution is for academic purposes only. Except for the foregoing limited distribution right, in no event may you distribute any software deliverables created with the SOFTWARE under an academic research license without the prior written approval of NI. Without limiting the generality of the foregoing, any use of the SOFTWARE for commercial or industrial purposes under this Agreement is prohibited. This license shall automatically terminate at the end of the applicable Term. You must purchase Software Service for the SOFTWARE to maintain the license.
- G. Evaluation License; Pre-Release Software. If you have acquired an evaluation license, you may install and use the SOFTWARE on computers in your workplace for internal evaluation purposes only. You will be deemed to have an evaluation license for all SOFTWARE that has been provided to you by NI and for which you do not have a written document from NI expressly designating the type of license granted to you for the SOFTWARE. The evaluation license is for your own internal use only. Therefore, notwithstanding anything

in this Agreement to the contrary, you may not distribute or transfer any applications you create with the SOFTWARE under an evaluation license. You also agree to use reasonable efforts to provide feedback to NI regarding your use of the SOFTWARE, including promptly reporting to NI errors or bugs that you might find. Any such feedback you disclose to NI, including but not limited to any changes or suggested changes to NI's current or future products and services (collectively "Feedback"), shall be received and treated by NI on a non-confidential and unrestricted basis, notwithstanding any restrictive or proprietary legends to the contrary accompanying or otherwise associated with the Feedback. You hereby grant to NI a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, and modify Feedback for any purpose, including but not limited to incorporation or implementation of such Feedback into NI products or services, and to display, market, sublicense and distribute Feedback as incorporated or embedded in any product or service distributed or offered by NI. You also acknowledge and agree that the **SOFTWARE IS EVALUATION ONLY AND/OR PRE-RELEASE SOFTWARE. AS SUCH, THE SOFTWARE MAY NOT BE FULLY FUNCTIONAL AND YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. NI WILL NOT UPDATE THE SOFTWARE, NOR WILL NI SUPPORT THE SOFTWARE. THE SOFTWARE MAY CONTAIN CODE THAT WILL, AFTER A CERTAIN TIME PERIOD, DEACTIVATE THE SOFTWARE AND RENDER THE SOFTWARE UNUSABLE. ALTHOUGH THE SOFTWARE MAY WARN YOU OF THE TIME-FRAME IN WHICH IT WILL BE DISABLED, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE DEACTIVATED OR RENDERED UNUSABLE WITH OR WITHOUT WARNING.** Upon such deactivation, this Agreement will be considered terminated. Prior to deactivation of the SOFTWARE, you may contact NI to convert your evaluation license for the SOFTWARE to a named user license, single seat license, or such other license as NI may (in its sole discretion) permit by paying to NI the applicable license fee and obtaining from NI the applicable authorization code(s). NI may (in its sole discretion and upon notice to you) terminate the evaluation license, whereupon this Agreement will be considered terminated. If the SOFTWARE consists of pre-release SOFTWARE and is also covered by an alpha/beta license (the "Beta Agreement") between you and NI, the terms and conditions of the Beta Agreement, which are incorporated herein by reference, shall also apply to your use of the SOFTWARE. In the event of a conflict between this Agreement and the Beta Agreement, the terms of the Beta Agreement shall control.

H. Notes. The following applies to the VLP (Volume License Program):

- (1.) Program Requirements. You shall designate a separate Software Administrator for each Site and shall promptly notify NI in writing of any changes to the Software Administrator(s). In order to participate in the VLP, the VLP Licenses that you maintain during the VLP Term must at all times include a minimum of five (5) copies (in the aggregate) of versions of the SOFTWARE, which are considered by NI to be development versions of the SOFTWARE. NI will deliver the master installation disks for the SOFTWARE and, if provided for in the applicable written quotation from NI, make available the NI VLM to the Software Administrator(s). You are responsible for ensuring that an Approved Volume License Manager, together with the most current license file provided by NI that controls end-user access to the SOFTWARE, is in use at all times with the SOFTWARE licensed under the VLP (during the term of the VLP and thereafter). If the Approved Volume License Manager is the NI VLM or if NI makes documentation available for the applicable Approved Volume License Manager, such Approved Volume License Manager shall be installed and used in accordance with the documentation provided by NI. If you have existing individual, single seat or named user licenses for the SOFTWARE that are to be covered by the VLP, (i) you shall notify NI in writing of the product, platform, and serial number information for each such license; (ii) each such license shall (as of the VLP Effective Date) no longer be in effect and shall be superseded by the VLP; (iii) all individual serial numbers for each such license shall be cancelled and replaced by a single, common serial number assigned to the VLP and the corresponding VLP Licenses; and (iv) should you later desire to obtain individual serial numbers for any of the VLP Licenses, you will be required to pay NI its then current fee for a conversion from a VLP License to an individual named user license, single seat license, or debug license having an individual serial number. Regarding Software Service, NI reserves the right to restrict Software Service to the then most current version of the SOFTWARE that is commercially available. You understand that NI may not make available Software Service for all SOFTWARE available under the VLP.
- (2.) Activity Compliance Logs. In addition to the submission requirement in sub-section (4.) below, you are required to provide an Activity Compliance Log for each Site to NI promptly (but in no event later than fifteen (15) days) following (i) the annual anniversary of the VLP Effective Date during the VLP Term and (ii) the VLP Termination Date. NI may, upon notice to you, inspect the Site(s) and

applicable records in order to verify the accuracy of the Activity Compliance Logs. You shall pay any verified underpayments to NI within thirty (30) days of receipt of a written notice of such underpayments. Further, if you have underpaid, NI may require you to pay for any reasonable out-of-pocket costs actually incurred by NI in verifying the underpayment.

(3.) Purchase Orders; Invoices. You shall submit purchase orders to NI as follows:

- a. in the amount of the Activation Fee within the time-frame specified in the quote provided by NI to you for the VLP;
- b. in the amount of the Additional VLP Fees prior to the end of the then current VLP Term as set forth below; and
- c. in the amount of the VLP Renewal Fees prior to the end of the then current VLP Term as set forth below if you desire to renew the VLP.

You are required to obtain and maintain Software Services for each VLP License for which Software Services are made available by NI. The Software Services are charged on an annual basis and, for VLP Licenses added during the VLP Term, will only be pro-rated on a quarterly basis (based on the quarter of the VLP Term in which the SOFTWARE under such VLP License was first used) if a purchase order is submitted to NI prior to the date the SOFTWARE for the Additional VLP License is installed or otherwise used. All invoices shall be paid within thirty (30) days of the date you receive them.

(4.) VLP Term. The initial Term of the VLP will start on the VLP Effective Date and continue for a period of one (1) year (the "Initial VLP Term"). You may renew the VLP for additional one (1) year periods (the Initial VLP Term and each such renewal term, each herein referred to herein as a "VLP Term"). Should you desire to renew the VLP for an additional one (1) year period, you must provide a current Activity Compliance Log to NI at least sixty (60) days before the end of the then current VLP Term so that the number of VLP Licenses for the SOFTWARE may be determined. NI will then provide you with a quote for Software Services, any Additional VLP Fees that are applicable, and any new VLP Licenses that you request for the renewal VLP Term (the "VLP Renewal Fee"). The VLP will be renewed for an additional one (1) year period each time you issue to NI a purchase order for the VLP Renewal Fees prior to the end of the then current VLP Term. You shall promptly notify NI if the information in the Activity Compliance Log regarding the number of VLP Licenses changes following your submission, and NI reserves the right to revise the VLP Renewal Fee (as applicable) to reflect Additional VLP Licenses used and not reflected in the applicable Activity Compliance Log that you provided to NI at the time you desired to renew. **IF, PRIOR TO THE END OF THE THEN CURRENT VLP TERM, YOU DO NOT ISSUE A PURCHASE ORDER FOR THE SOFTWARE SERVICES AND ANY ADDITIONAL VLP FEES THAT ARE DUE (I) THE VLP WILL AUTOMATICALLY TERMINATE AT THE END OF THE CURRENT VLP TERM; (II) ALL SOFTWARE SERVICES FOR THE VLP WILL AUTOMATICALLY AND IMMEDIATELY TERMINATE AT THE END OF THE THEN CURRENT VLP TERM; AND (III) YOU MAY NOT, IN ANY EVENT, EXCEED THE NUMBER OF VLP LICENSES FOR WHICH YOU HAVE PAID THE REQUIRED FEES TO NI. UPON TERMINATION OF THE VLP, NI WILL ATTEMPT TO PROVIDE YOU WITH AN UPDATED LICENSE FILE AND YOU MAY CONTINUE TO USE THE VLP LICENSES IN EFFECT (AND FOR WHICH YOU HAVE PAID THE REQUIRED FEES TO NI) PRIOR TO THE DATE OF TERMINATION (THE "SURVIVING VLP LICENSES"); PROVIDED THAT ALL SUCH USE IS CONDUCTED WITH AN APPROVED VOLUME LICENSE MANAGER (USING THE LICENSE FILE PROVIDED BY NI FOLLOWING THE TERMINATION OF THE VLP) AND IS CONDUCTED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE PROHIBITIONS ON TRANSFER AS SET FORTH IN SECTION 5 BELOW). IN NO EVENT MAY YOU INCREASE THE NUMBER OF THE SURVIVING VLP LICENSES FOLLOWING THE TERMINATION OF THE VLP. IT IS YOUR RESPONSIBILITY TO OBTAIN SUCH LICENSE FILE FROM NI AND TO INSTALL AND USE THE LICENSE FILE AS SOON AS POSSIBLE AFTER DELIVERY OF SUCH LICENSE FILE FROM NI, BUT IN NO EVENT LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE VLP. THE SOFTWARE AND THE APPROVED VOLUME LICENSE MANAGERS MAY CONTAIN CODE**

THAT WILL, FOLLOWING TERMINATION OF THE VLP, DEACTIVATE YOUR ABILITY TO USE THE SOFTWARE UNDER THE VLP. ALTHOUGH THE NI VLM MIGHT ATTEMPT TO WARN YOU OF THE TIME-FRAME IN WHICH YOUR ABILITY TO ACCESS AND USE THE SOFTWARE WILL BE DISABLED, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE AUTOMATICALLY DEACTIVATED OR RENDERED UNUSABLE WITH OR WITHOUT WARNING UPON THE TERMINATION OF THE VLP. ANY REACTIVATION OF THE VLP FOLLOWING ITS TERMINATION SHALL BE AT THE SOLE DISCRETION OF NI AND MAY BE SUBJECT TO THE PAYMENT OF APPLICABLE REACTIVATION FEES AS DETERMINED BY NI. SHOULD YOU AT ANY TIME DESIRE TO OBTAIN INDIVIDUAL SERIAL NUMBERS FOR ANY OF THE VLP LICENSES OR SURVIVING VLP LICENSES, YOU WILL BE REQUIRED TO PAY NI ITS THEN CURRENT FEE FOR A CONVERSION FROM A VLP LICENSE OR A VLP SURVIVING LICENSE (AS APPLICABLE) TO (AS APPLICABLE) AN INDIVIDUAL NAMED USER LICENSE, SINGLE SEAT LICENSE, OR DEBUG LICENSE HAVING AN INDIVIDUAL SERIAL NUMBER. SHOULD YOU LATER DESIRE TO OBTAIN UPGRADES FOR THE SOFTWARE OR PURCHASE AVAILABLE SOFTWARE SERVICES FOR THE SOFTWARE, YOU WILL BE REQUIRED TO PAY NI AN APPLICABLE FEE FOR EACH SUCH SURVIVING VLP LICENSE.

- (5.) Additional Definitions. For purposes of the VLP, the following capitalized terms have the following meanings:

"Activation Fee" means the amount specified in the applicable written quotation from NI that permits you to replace the existing individual named user, single seat, or debug licenses for the SOFTWARE used at the Site that you designate with a VLP License and/or acquire a VLP License at the Site for the number of named user (i.e., initial Named Users), single seat, or debug licenses listed in the written quotation from NI. The Activation Fee consists of a one-time license fee for each VLP License in effect at the start of the VLP Effective Date and an initial annual user fee for Software Services. Documentation is provided in electronic form only and comes with the master installation disk for the SOFTWARE. You may, however, purchase from NI sets of applicable written documentation and additional master installation disks at NI's then prevailing rates.

"Activity Compliance Logs" are the reports and other applicable information generated by the NI VLM. If the Approved Volume License Manager is not the NI VLM, then you are responsible for obtaining the form of report, which will be accepted by NI and which might require manual completion and delivery to NI by you.

"Additional VLP Fees" means the fees (i.e., one-time license and initial annual fees for Software Services) for each Additional VLP License installed (i.e., in use) during the applicable VLP Term beyond the number of initial VLP Licenses.

"Additional VLP License" means each single seat license, named user license, or debug license you add, in accordance with the terms and conditions set forth herein, during the applicable VLP Term.

"Approved Volume License Manager" is the NI VLM or FLEXnet or FLEXlm software or any other third party computer software approved in writing by NI for controlling end-user access to the SOFTWARE.

"NI VLM" is NI's computer software for controlling end-user access to the SOFTWARE and that generates applicable usage compliance information, including the Activity Compliance Logs.

"Site(s)" is/are the physical location of the Software Administrator unless otherwise specified in the VLP Documentation.

"Software Administrator(s)" are the individuals at each Site who are responsible for administering the VLP. Each Software Administrator is responsible for distributing and overseeing the installation

and use of the master installation disks for the SOFTWARE and the Approved Volume License Manager.

"Surviving VLP License" has the meaning set forth in Section 2.H.(4.) above.

"VLP Documentation" means the quote(s) that you obtain from NI regarding the VLP and the VLP Welcome Kit you obtain from NI.

"VLP Effective Date" means the date that the VLP Welcome Kit is sent to you; provided, however, that if the VLP is terminated and then reactivated, as permitted in sub-section (4.) above, then the VLP Effective Date means the date the VLP is reactivated by NI.

"VLP License" means each individual named user license, single seat license, concurrent use license, and/or debug license to the SOFTWARE used by you under the VLP during the term of the VLP.

"VLP Renewal Fees" has the meaning set forth in Section 2.H.(4.) above.

"VLP Term" has the meaning set forth in Section 2.H.(4.) above.

"VLP Termination Date" means the date that the VLP terminates in accordance with the provisions above.

3. License Term. This Agreement shall continue until the earlier of (a) termination by NI or you as provided in this Agreement; or (b) such time as there is no SOFTWARE being licensed to you hereunder.
  - A. Term Licenses. You hereby acknowledge and agree that each Term license will expire automatically at the end of the Term, unless you continue your license by remitting the then-current Term license fee. You hereby acknowledge and agree that the SOFTWARE may stop working and become unusable unless you pay the license fee and, if applicable, are provided with new authorization codes. Any use of the SOFTWARE after the license Term expires will violate the terms of this Agreement.
  - B. Perpetual Licenses. Pursuant to a perpetual license, you have the right to use the SOFTWARE indefinitely, subject to the Termination provisions in this Agreement. If you have purchased Software Service, you understand and agree that the support for the SOFTWARE will only continue for the amount of time specified in your purchase order for Software Service. After such time, you may continue to purchase Software Service at NI's then current price, provided that Software Service is offered.
4. Restrictions. You may not: (i) reverse engineer, decompile, or disassemble the SOFTWARE (except to the extent such foregoing restriction is expressly prohibited by applicable law); (ii) sub-license, lease, or rent the SOFTWARE; (iii) (other than as expressly permitted under this Agreement) distribute in whole or part, modify, or create derivatives of the SOFTWARE or distribute applications created with the SOFTWARE; and (iv) directly or indirectly, export, re-export, download, or ship the SOFTWARE in violation of the laws and regulations of the U.S.A. and the laws and regulations of the applicable jurisdiction in which you use or are downloading the SOFTWARE. Further, all uses of the SOFTWARE shall be in accordance with the applicable documentation that accompanies the SOFTWARE and not in any manner intended to (or that) circumvents such documentation or the intent of this Agreement. Except as expressly permitted in Section 2, under no circumstance is "floating," shared, or concurrent use permitted under this Agreement. Nothing in this Agreement, however, is intended to prevent you from creating your own driver interface software for use with NI SOFTWARE and third party hardware; provided, however, that in doing so you do not modify, supplement, or use (in whole or part) any of the driver interface SOFTWARE.

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May 2008