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1. Grant of License; Restrictions

    A. In consideration of, and conditioned upon, your payment of any applicable fees to AIM-VA /Animesh Jain / GMU, and subject to the terms set forth in this Agreement, Developers ("AIM-VA /Animesh Jain / GMU"), as applicable depending on the country of manufacture, hereby grants you a limited, revocable, non-exclusive right and license to use the Software only in the specific configuration allowed by the license type identified in the applicable documentation provided by AIM-VA /Animesh Jain / GMU to you. Unless otherwise provided in this Agreement or in the applicable documentation provided by AIM-VA /Animesh Jain / GMU to you, the applicable license type is a named user license and the term of the license, if purchased and not evaluation, is perpetual and not term. With the exception of Authorized Applications (as hereinafter defined), the Software is for your internal use only.

    B. Restrictions. You must not violate any applicable laws in your use of the Software. Unless and only to the extent that this Agreement expressly permits, you must not

        (i)   modify or create derivatives of the Software;

        (ii)   install or use the Software in a floating, concurrent, or any other shared context;

        (iii)   distribute or otherwise make the Software or any password, key, or other access code for the Software available to any third party;

        (iv)   reverse engineer, decompile, or disassemble the Software, unless and only to the extent that applicable law expressly prohibits this restriction;

        (v)   defeat or work around any access restrictions or encryption in the Software, unless and only to the extent that applicable law expressly prohibits this restriction;

        (vi)   sublicense, lease, lend, or rent the Software;

        (vii)   remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are AIM-VA /Animesh Jain / GMU or a third party's;

        (viii) cause any of the Software, including any Software included in an Authorized Application, to become subject to a license that requires, as a condition of use, modification, or distribution, that (a) code subject to the license be disclosed or distributed in source code form or (b) others have the right to modify or create derivative works of the code subject to the license; or

(ix)   use any Software scripting functionality to create an application that performs the functionality of an editor for a graphical programming environment.

C.   Your use of the Software must also be in accordance with the applicable documentation that accompanies the Software and not in any manner that circumvents or is intended to circumvent such documentation or the intent of this Agreement.

D.   You may make a reasonable number of copies of the Software solely for backup or archival purposes and a reasonable number of copies of the documentation that accompanies the Software solely for your internal use in connection with your use of the Software.

2.   <u>License Types</u>

A.   <u>Named User License.</u> If you have acquired a named user license, you may install the Software on up to three (3) computers in a single workplace of one (1) individual you designate and register with AIM-VA / Animesh Jain / GMU ("Named User"). For the purposes of this Agreement, a computer will be one computing device or, if the Software is being used in connection with a virtual machine, one virtual machine on a computing device. The Named User must be identified in writing through the AIM-VA / Animesh Jain / GMU registration process. Only the Named User may use or otherwise run the Software, and the Software may not be run on more than one computer at a time. You may not share access to the installed Software over a network such that the installed Software can be run by a different user. You may change the Named User to another designated employee provided that each new named user license is registered with AIM-VA /Animesh Jain / GMU; no more than four (4) such changes may occur per calendar year. At your discretion, you may convert a named user license to a computer-based license.

B.   <u>Computer-Based License.</u> If you have acquired a computer-based license, you may install the Software on one (1) computer in your workplace. For the purposes of this Agreement, a computer will be one computing device or, if the Software is being used in connection with a virtual machine, one virtual machine on a computing device. There is no limitation on the number of your employees that may access and use the Software installed on such computer. All of the Software must be installed and used on the same computer. You may not share access to the installed Software over a network such that the installed Software can be run on a different computer. You may change the designated computer to another computer within the applicable single workplace, provided that none of the Software remains installed on the previous designated computer; no more than four (4) such changes may occur per calendar year.

C.   <u>Home Usage Exception.</u> If you are a business or other entity, the designated Named User for the applicable license or, in the case of a computer-based license, the single individual who is the primary user of the single computer on which the Software is installed and used, may also install and use the Software on one (1) computer located in such user's home, provided that the use of the Software on such home computer is limited to work performed in the scope of such person's employment with you and complies with all terms and conditions of this Agreement. The Software must be promptly uninstalled from the individual's home computer upon the earlier of the underlying license's expiration or termination date or the date the individual's authority to use the Software pursuant to the underlying license terminates.

3.   <u>Additional Terms.</u> You may have additional rights and obligations to the Software through special license types and license programs, as set forth in addenda to this Agreement and which are incorporated as part of this Agreement. Additional product-specific provisions may be provided in a specific Product Addendum to this Agreement for the relevant product and the terms of which are incorporated into this Agreement. In the event of a conflict between an addendum and the other terms set forth in this Agreement, the terms of the addendum will control.

Addendum A   Source Code License

Addendum B   <u>Special License Types</u>

Evaluation License; Pre-Release Software

Compile-Only License (Measurement Studio)

Driver Interface Software

Multiple Access License (AIM-VA /Animesh Jain / GMU)

Concurrent Use License

Debug License

Addendum C   Volume License Program Terms

Addendum D   Enterprise Program Terms

Addendum E   Academic License Terms

Addendum F   Product-Specific Provisions (TestStand, Measurement Studio)

4. <u>Third Party Contractors.</u> Your third party contractors may access and use the Software, provided that they do so solely for your benefit, they agree to use the Software solely in accordance with the terms of this Agreement, and you agree to remain liable to AIM-VA /Animesh Jain / GMU for any breach by your contractors of this Agreement.

5. <u>Software Services.</u> This Agreement does not entitle you to any upgrades or maintenance, technical, or other services for the Software ("Software Services"), which you may be required to purchase separately.

6. <u>License Term; Termination and Expiration</u>

 A. <u>Term Licenses.</u> If you have purchased a term license, the term of the license will commence on the date of your order and, unless terminated pursuant to the provisions herein, continues for the period of time specified in the product description or other applicable documentation provided to you by AIM-VA /Animesh Jain / GMU. The license will expire automatically at the end of such term.

 B. <u>Perpetual Licenses.</u> If you have purchased a license and the license is specified as "perpetual" or no period of time is specified in the product description or other applicable documentation provided to you by AIM-VA /Animesh Jain / GMU, your license will be perpetual and, unless terminated pursuant to the provisions herein, you have the right to use the Software indefinitely.

 C. <u>Termination.</u> AIM-VA /Animesh Jain / GMU conditions its license grant on you complying with the terms set forth in this Agreement, and this Agreement will automatically terminate, immediately and without prior notice, if you fail to comply with its terms.

 D. <u>Effect of Termination or Expiration.</u> Upon termination or expiration of this Agreement, regardless of the reason, the license grants contained herein will terminate and you must immediately cease all use of the Software, cease all distribution of Authorized Applications, and destroy all copies of the Software; provided, however, you must deliver the Software and all copies to AIM-VA /Animesh Jain / GMU if AIM-VA /Animesh Jain / GMU has so demanded in lieu of any destruction. Sections 11, 15, 16, 17, 19, 20, 21, 22.A., and 23 of this Agreement will survive any expiration or termination of this Agreement.

7. <u>Transfer.</u> You may transfer a named user license or computer-based license to a third party in the same country in which you purchased the license, or within the European Union if you purchased the license in the European Union, provided that (i) you notify AIM-VA /Animesh Jain / GMU in writing of such transfer, including the name and location of such third party; (ii) such third party accepts the terms and conditions of this Agreement; and (iii) after such transfer you do not retain any copies of the Software or any of the written materials accompanying the Software. AIM-VA /Animesh Jain / GMU may, in its discretion, charge you a fee for the license transfer.

8. <u>Upgrades; Prior Versions.</u> If the Software is an upgrade, you may only use the Software if you have a valid license to use the prior version of the Software, and you may not use both the upgrade and the prior version of the Software concurrently. You may elect to use a prior version of any Software delivered and licensed under this Agreement in lieu of using the Software delivered and licensed under this Agreement ("Delivered Software"), provided (i) you have an authorized copy of the prior version of the Delivered Software; (ii) all use is pursuant to and in accordance with this Agreement; and (iii) notwithstanding anything in this Agreement to the contrary, in no event will AIM-VA /Animesh Jain / GMU be required to support any version of the Software, including providing applicable software key codes or hardware keys, other than the then most current version of the Delivered Software.

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10. Software/Hardware Key; Prior Access. You agree to use any software key codes or hardware keys provided by AIM-VA /Animesh Jain / GMU solely with the Software for which it is provided. While AIM-VA /Animesh Jain / GMU may in its sole discretion provide you with the applicable key or other access to use the Software prior to receipt from you of the applicable license fees, you will remain obligated to pay such fees to AIM-VA / Animesh Jain / GMU.

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    A. An "Authorized Application" is (i) an application that you create with a development version of the Software; (ii) an application that you create with third party software using real-time operating system components (iii)an application that you create with a third party software development environment that utilizes Driver Interface Software, if such software development environment is supported by such Driver Interface Software as indicated in the applicable documentation for such Driver Interface Software.

    B. Deployment and Distribution Requirements. You may distribute, deploy, or otherwise make available Authorized Applications, along with applicable runtime engines for the Software provided that you comply with each of the requirements set forth below.

        (i)   You must include the following copyright notice in the Authorized Application's About Box (if applicable) and in any applicable written documentation or, if no such documentation exists, in a "read me" or other .txt file distributed with each copy of the Authorized Application.

              "Copyright © [insert year] AIM-VA /Animesh Jain / GMU. All Rights Reserved."

              You may instead, or in addition, include your own copyright notice with the notice required above, but in no event may you remove or alter any copyright, patent, trademark, or other legal notices or disclaimers that exist in the Software and with respect to any runtime engines for the Software and any Driver Interface Software that you include as part of or together with your Authorized Application, your copyright notice will be understood as protecting AIM-VA /Animesh Jain / GMU or its licensor's copyrights in the Software and will not be understood as meaning that you have any copyright in or with respect to any Software.

        (ii) You may not use AIM-VA /Animesh Jain / GMUname, logo, or trademarks to market your Authorized Applications without Developer's express written permission.

        (iii) If you distribute to any third parties your Authorized Application with Driver Interface Software or any runtime engine for the Software, you must either pass through to your end users this Agreement or do so subject to your own license agreement that is substantially in accordance with this Agreement and at least as protective of AIM-VA /Animesh Jain / GMU as this Agreement.

(iv) The Authorized Application must not consist of or include any malicious, deceptive, or unlawful programs.

C. <u>Fees.</u> You may distribute, deploy, or otherwise make available Authorized Applications without paying additional fees to AIM-VA /Animesh Jain / GMU. (i) verify that the recipient has a valid license to run the applicable Authorized Application on, or has a valid Deployment License for, each computer on which the Authorized Application will be used or (ii) obtain written distribution authorization from AIM-VA /Animesh Jain / GMU and, if required by AIM-VA /Animesh Jain / GMU, pay to AIM-VA / Animesh Jain / GMU a per copy fee for each Authorized Application distributed, deployed, or otherwise made available. In the case of any Driver Interface Software identified as being subject to the license verification or distribution authorization requirements stated above, if the Authorized Application utilizes, calls, or otherwise accesses any such Driver Interface Software, the Authorized Application will be deemed to have been created utilizing such Driver Interface Software for purposes of this Section. Unless otherwise specified by AIM-VA /Animesh Jain / GMU in writing, Designated Deployment Licenses are computer-based licenses and the home usage exception does not apply to Designated Deployment Licenses.

SOURCE CODE, AND SOFTWARE SERVICES.

17. <u>Limitations Period.</u> You hereby agree not to bring an action to enforce your remedies under the Limited Warranty or for breach of warranty more than one (1) year after the accrual of such cause of action.

18. <u>Intellectual Property Liability.</u> AIM-VA /Animesh Jain / GMU will, at its own expense, defend any claim brought against you by a third party resulting from your use of the Software, to the extent that such claim alleges that the Software infringes any patent, copyright, or trademark of such third party protected by the laws of the U.S.A., Canada, Mexico, Japan, Australia, Switzerland, Norway, or the European Union and provided that such claim does not arise from (i) your use of the Software in combination with equipment, devices, software, or code not made by AIM-VA /Animesh Jain / GMU; (ii) your use of the Software in a manner not in accordance with this Agreement or for a purpose not intended by AIM-VA /Animesh Jain / GMU; (iii) your failure to incorporate Software updates or upgrades provided by AIM-VA /Animesh Jain / GMU that would have avoided the alleged infringement; or (iv) any modification of the Software not made by AIM-VA /Animesh Jain / GMU. Developer's obligations in this Section are further contingent on you notifying AIM-VA /Animesh Jain / GMU in writing promptly upon your obtaining notice of such impending claim and your fully cooperating with AIM-VA /Animesh Jain / GMU in preparing a defense. If you provide to AIM-VA /Animesh Jain / GMU the authority, assistance, and information AIM-VA /Animesh Jain / GMU needs to defend or settle such claim, AIM-VA /Animesh Jain / GMU will pay any final award of damages or settlement with respect to such claim and any expense you incur at Developer's written request. AIM-VA /Animesh Jain / GMU will not be liable for a settlement made without its prior written consent. If the Software is held to be infringing of the rights stated above in this Section and the use of the Software is enjoined, AIM-VA /Animesh Jain / GMU will, or if AIM-VA / Animesh Jain / GMU believes the Software might be held to infringe a third party's intellectual property rights AIM-VA /Animesh Jain / GMU may, at its option, (i) procure for you the right to use the Software; (ii) replace or modify the Software with other software that does not infringe; or (iii) receive your return of the infringing Software and refund to you the license fee payment made by you to AIM-VA /Animesh Jain / GMU for the Software. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Developer's LIABILITY, THE LIABILITY OF ITS LICENSORS AND SUPPLIERS, AND THE LIABILITY OF ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, UNDER THIS SECTION AND REGARDLESS OF THE REASON FOR SUCH LIABILITY, WILL NOT EXCEED IN THE AGGREGATE $50,000 (U.S.).** The foregoing states your sole remedy for, and Developer's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual or industrial property right relating to the Software. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT. THE FOREGOING OBLIGATIONS WILL NOT APPLY TO ANY THIRD-PARTY SOFTWARE OR ANY THIRD-PARTY PRODUCTS INCORPORATED IN OR OTHERWISE PROVIDED WITH THE SOFTWARE AND YOU AGREE TO LOOK TO THE APPLICABLE THIRD-PARTY MANUFACTURER WITH RESPECT TO ANY CLAIMS FOR INFRINGEMENT INVOLVING THIRD-PARTY SOFTWARE OR THIRD-PARTY PRODUCTS.**

19. <u>Limitation of Liability.</u> **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AIM-VA /Animesh Jain / GMU OR ITS LICENSORS, DISTRIBUTORS OR SUPPLIERS (INCLUDING Developer'S AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES ARISING FROM LOST PROFITS, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, OR LOST OR CORRUPTED DATA OR SOFTWARE, EVEN IF AIM-VA /Animesh Jain / GMU OR ITS LICENSORS, DISTRIBUTORS, OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF AIM-VA /Animesh Jain / GMU OR OTHERS, AND, EXCEPT AS SET FORTH IN SECTION 18, IN NO EVENT WILL Developer's LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, EXCEED THE TOTAL AMOUNT RECEIVED BY AIM-VA /Animesh Jain / GMU FOR THE APPLICABLE SOFTWARE LICENSE.** You acknowledge that the applicable fees and prices reflect this allocation of risk. To the extent the foregoing limitation of liability is not enforceable or fails of its essential purpose, except for liability for bodily injury or death caused by the Software in the form provided by AIM-VA /Animesh Jain / GMU or any liability-not capable of being excluded by applicable law, the sole liability of AIM-VA /Animesh Jain / GMU to you under or in connection with this Agreement shall be limited to the greater of $50,000 U.S. or the license fee paid by you to AIM-VA /Animesh Jain / GMU for the Software.

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    A**.** **AIM-VA /Animesh Jain / GMU PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR TESTED FOR USE IN HAZARDOUS ENVIRONMENTS OR ANY OTHER ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL SYSTEMS; LIFE SAVING OR LIFE SUSTAINING SYSTEMS OR SUCH OTHER MEDICAL DEVICES; OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE, OR ENVIRONMENTAL HARM. YOU WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS AIM-VA / Animesh Jain / GMU AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, AND**

EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF YOUR USE OF THE SOFTWARE FOR HIGH-RISK USES, INCLUDING CLAIMS FOR PRODUCT LIABILITY, PERSONAL INJURY OR DEATH, OR DAMAGE TO PROPERTY, AND REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART ON THE ALLEGED OR ACTUAL NEGLIGENCE OF AIM-VA / Animesh Jain / GMU.

B. **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR TAKING STEPS TO PROTECT AGAINST PRODUCT AND SYSTEM FAILURES, INCLUDING PROVIDING BACK-UP OR SHUTDOWN MECHANISMS. BECAUSE EACH END-USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM Developer's TESTING PLATFORMS AND BECAUSE YOU MAY USE AIM-VA /Animesh Jain / GMU PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY AIM-VA /Animesh Jain / GMU, YOU ARE ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF AIM-VA /Animesh Jain / GMU PRODUCTS FOR YOUR INTENDED USE. YOU WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS AIM-VA /Animesh Jain / GMU AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF YOUR AUTHORIZED APPLICATION OR YOUR INCORPORATION OF THE SOFTWARE IN YOUR SYSTEM OR APPLICATION; PROVIDED, HOWEVER, THAT YOUR CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE PERCENTAGE OF THE CLAIMANT'S DAMAGES OR INJURIES OR THE SETTLEMENT AMOUNT ATTRIBUTABLE TO Developer's NEGLIGENCE OR OTHER FAULT OR TO STRICT LIABILITY IMPOSED UPON AIM-VA /Animesh Jain / GMU AS A MATTER OF LAW.**

21. <u>U.S. Government Rights.</u> The Software is a "commercial item" developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined or used in the applicable U.S. acquisition regulations. If you are an agency, department, or other entity of the United States Government, the Software is licensed hereunder (i) only as a commercial item and (ii) with only those rights as are granted to all other licensees pursuant to the terms and conditions of this Agreement. You agree not to use, duplicate, or disclose the Software in any way not expressly permitted by this Agreement. Nothing in this Agreement requires AIM-VA /Animesh Jain / GMU to produce or furnish technical data for or to you.

22. <u>Compliance</u>

    A. You agree to make, upon reasonable notice, all applicable records available for review by AIM-VA / Animesh Jain / GMU during normal business hours so as to permit AIM-VA /Animesh Jain / GMU to verify your compliance with the terms and conditions of this Agreement. AIM-VA /Animesh Jain / GMU may, upon written notice, inspect your use of the Software during normal business hours to ensure your compliance with this Agreement. Further, if you are a business or other entity, you agree that upon the request of AIM-VA /Animesh Jain / GMU or its authorized representative you will promptly document and certify in writing to AIM-VA /Animesh Jain / GMU that your and your employees' use of the Software complies with the terms and conditions of this Agreement. If the results of any such inspection indicate the underpayment by you of applicable fees due and payable to AIM-VA /Animesh Jain / GMU, you must immediately pay such amounts to AIM-VA / Animesh Jain / GMU and reimburse AIM-VA /Animesh Jain / GMU for the cost of such inspection.

    B. You agree that the Software may collect and communicate certain software, hardware, and use information to AIM-VA /Animesh Jain / GMU or its service providers' servers for the purposes of (i) checking for and performing any updates; (ii) ensuring that you have complied and are complying with the terms and conditions in this Agreement, including your use of valid software key codes, hardware keys, or both; and (iii) Developer's internal product development. The information collected and communicated does not include any proprietary application data. AIM-VA /Animesh Jain / GMU will not provide any of the information to any third party except as required by law or legal process or to enforce compliance with the terms in this Agreement, including your use of valid software key codes, hardware keys, or both.

23. <u>General</u>

    A. <u>Governing Law; Venue</u>

       If the Software is manufactured in the Republic of Ireland: This Agreement is governed by the laws of the Republic of Ireland, exclusive of any provisions of the United Nations Convention on the International Sale of Goods, and without regard to principles of conflicts of law. The non-exclusive venue for all actions under this Agreement will be in the courts located in Dublin, the Republic of Ireland, and the parties agree to submit to the jurisdiction of such courts.

       If the Software is not manufactured in the Republic of Ireland: This Agreement is governed by the laws

of the State of Texas, U.S.A., exclusive of any provisions of the United Nations Convention on the International Sale of Goods, and without regard to principles of conflicts of law. The non-exclusive venue for all actions under this Agreement will be in the courts located in Travis County, Texas, U.S.A. and the parties agree to submit to the jurisdiction of such courts.

If you are not sure where the Software is manufactured, please contact Developers.

B.   This Agreement constitutes the complete agreement between you and AIM-VA /Animesh Jain / GMU regarding use of the Software and any oral or written proposals, prior agreements, purchase orders, or any other communication between you and AIM-VA /Animesh Jain / GMU relating to the subject matter of this Agreement. Developer's applicable standard Terms and Conditions of Sale, the current version of which is set forth at http://www.AIM-VA /Animesh Jain / GMU.com/legal/termsofsale, will apply to any technical support services provided as part of Software Services and to any Training & Certification Services; provided, however, as set forth herein the provisions of this Agreement may apply and control with respect to any upgrades or updates or other Software that may be provided as part of or in connection with any such services. No delay or omission by AIM-VA /Animesh Jain / GMU to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. Any waiver by AIM-VA /Animesh Jain / GMU of a term of this Agreement must be in writing by AIM-VA /Animesh Jain / GMU. The waiver by AIM-VA /Animesh Jain / GMU of any breach of any provision hereof will not be construed to be a waiver of any succeeding breach of that provision or of any breach of any other provision. No modification of this Agreement will be effective unless set forth in a writing signed by a duly authorized representative of you and AIM-VA /Animesh Jain / GMU. The word "including" as used in this Agreement will be understood as meaning "including without limitation". If you are unable to access

C.   the internet to view any of the web pages referred to in this Agreement, you may request the information from your local AIM-VA /Animesh Jain / GMU sales office. If any action is brought by either party to this Agreement against the other regarding the subject matter hereof, the prevailing party will be entitled to recover, in addition to any relief granted, reasonable attorneys' fees and court costs.

D.   If any provision of this Agreement is held invalid, the offending clause will be modified so as to make it enforceable, as modified, and the remainder of this Agreement will continue in full force and effect.

E.   Software is, and Third Party Software and Source Code may be, subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.), other applicable U.S. export control laws and regulations, and applicable global export control laws and regulations, including, for products exported from the European Union, the Council Regulation (EC) No. 428/2009. You represent and warrant that you are not ineligible or otherwise restricted by US or applicable law to receive any copies of the Software, Third Party Software, or Source Code. AIM-VA /Animesh Jain / GMU reserves the right not to ship or permit downloading of the Software ordered if, at any time, AIM-VA /Animesh Jain / GMU believes that such shipment or downloading of such Software, Third Party Software, or Source Code may violate U.S. or other applicable export control laws. You agree that you will not export, re-export, or transfer any Software, Third Party Software, or Source Code in violation of any U.S. and applicable global export control laws and that you will not export, re-export, or transfer the Software, Third Party Software, or Source Code by any means to (i) any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List, or Unverified List, or any other applicable restricted party list or (ii) any prohibited destination, entity, or individual without the required export licenses or authorizations from the U.S. Government or other applicable export licensing authority.

ADDENDUM A - <u>Source Code License</u>

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2. This license permits you to use, modify, and distribute the Source Code on the conditions that

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   B. you may distribute object code derived from the Source Code, whether or not you have modified it, for any purpose;

   C. you maintain and do not minimize, block, or modify any titles, logos, trademarks, copyright, digital watermarks, disclaimers, or other notices that are included in the Source Code;

   D. **YOU AGREE THAT THE COPYRIGHT HOLDERS (I) PROVIDE THE SOFTWARE "AS IS" WITH ALL FAULTS (KNOWN AND UNKNOWN) AND WITHOUT ANY WARRANTY, REPRESENTATION, OR OTHER GUARANTEE OF ANY KIND AND (II) DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND OTHER GUARANTEES RELATING TO YOUR USE, MODIFICATION, OR DISTRIBUTION OF THE SOURCE CODE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF TITLE, IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE;**

   E. **YOU ASSUME ALL OF THE RISK AND LIABILITY ASSOCIATED WITH YOUR USE, MODIFICATION, OR DISTRIBUTION OF THE SOURCE CODE;**

   F. **YOU AGREE THAT THE COPYRIGHT HOLDERS ARE NOT LIABLE TO YOU FOR, AND YOU AGREE NOT TO ASSERT ANY CLAIM AGAINST ANY COPYRIGHT HOLDER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS FOR, ANY DAMAGE, LOSS, OR OTHER PREJUDICE OF ANY KIND, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE), THAT ARISES IN ANY WAY OUT OF THE USE, MODIFICATION, OR DISTRIBUTION OF THE SOURCE CODE, EVEN IF THE COPYRIGHT HOLDER WAS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, LOSS, OR OTHER PREJUDICE, INCLUDING ANY DAMAGE, LOSS, OR OTHER PREJUDICE THAT (I) IS LOST PROFITS (WHETHER YOURS OR A THIRD PARTY'S); (II) ARISES OUT OF OR RELATES TO ANY TEMPORARY OR PERMANENT LOSS OF TANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OR INTANGIBLE PROPERTY (INCLUDING SOFTWARE AND DATA); OR (III) IS DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COLLATERAL, EXEMPLARY, PUNITIVE, OR ANY OTHER DAMAGE;** and,

   G. you agree that these Sections 1-3 express the entire agreement between you and the copyright holders regarding your use, modification, and distribution of the Source Code.

3. The copyright holders reserve all of their rights. Except for the non-exclusive licenses expressly granted in Section 2, no rights or licenses are granted expressly, by implication, or otherwise.

ADDENDUM B – <u>Special License Types</u>

<u>Evaluation License; Pre-Release Software</u>

If you have acquired an evaluation license, you may install and use the Software on one (1) computer in your

workplace for internal evaluation purposes only and only for the limited period of the evaluation term.

You may not distribute or transfer any applications you create with Software under an evaluation license. Any application created with Software acquired under an evaluation license is not an Authorized Application.

You acknowledge and agree that the **SOFTWARE IS EVALUATION ONLY AND MAY ALSO BE 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. AIM-VA /Animesh Jain / GMU WILL NOT UPDATE THE SOFTWARE, NOR WILL AIM-VA /Animesh Jain / GMU SUPPORT THE SOFTWARE. SOFTWARE PROVIDED UNDER AN EVALUATION LICENSE IS PROVIDED WITHOUT WARRANTY OR OBLIGATION OF INDEMNITY ON AIM-VA /Animesh Jain / GMU. THE SOFTWARE MAY CONTAIN CODE THAT WILL, AFTER A CERTAIN TIME PERIOD, DEACTIVATE THE SOFTWARE AND RENDER THE SOFTWARE UNUSABLE, AND IT MAY DO SO WITHOUT WARNING.** Upon such deactivation, this Agreement will be considered terminated. AIM-VA /Animesh Jain / GMU may in its sole discretion terminate the evaluation license at any time. If the Software consists of pre-release software and is also covered by a separate, written alpha/beta license (the "Beta Agreement") between you and AIM-VA /Animesh Jain / GMU, the terms and conditions of the Beta Agreement, which are incorporated herein by reference, will 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 will control.

You agree to use reasonable efforts to provide feedback to AIM-VA /Animesh Jain / GMU regarding your use of the Software, including promptly reporting to AIM-VA /Animesh Jain / GMU errors or bugs that you might find. Any such feedback you disclose to AIM-VA /Animesh Jain / GMU, including any changes or suggested changes to Developer's current or future products and services (collectively "Feedback"), will be received and treated by AIM-VA /Animesh Jain / GMU 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 AIM-VA /Animesh Jain / GMU a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, and modify Feedback for any purpose, including incorporation or implementation of such Feedback into AIM-VA /Animesh Jain / GMU products or services, and to display, market, sublicense, and distribute Feedback as incorporated or embedded in any product or service distributed or offered by AIM-VA /Animesh Jain / GMU. The Feedback license set forth herein will survive expiration or termination of the Agreement.

Compile-Only License (Measurement Studio)

If you have acquired a Measurement Studio compile-only license, you must have also licensed a full version of Measurement Studio under a separate license with AIM-VA /Animesh Jain / GMU. The Measurement Studio compile-only license allows you to install the Measurement Studio Software on the number of computers in your workplace identified in the applicable documentation provided to you by AIM-VA /Animesh Jain / GMU or its authorized affiliate, including on a network device and run concurrently, provided that only your licensed applicable employee(s) may access or use the Measurement Studio Software on the network device and only up to the number of licenses specified in the documentation. You may only use the compile/build function of the Measurement Studio Software, and you may only perform that function on source code for your Authorized Application that references the Measurement Studio libraries. In no event may you use the Measurement Studio compile-only license for development, including writing code that creates a new instance of a class defined in a Measurement Studio library or that calls a static method of a class defined in the Measurement Studio library.

The home usage exception is not available for Measurement Studio under a compile-only license. Measurement Studio under a compile-only license is not transferable.

Driver Interface Software

If the Software is or contains Driver Interface Software, you may use the Software for your internal development of Authorized Applications. If you are a business or other entity, you may make and install a reasonable number of copies of the Driver Interface Software, other than AIM-VA /Animesh Jain / GMU-VISA or AIM-VA /Animesh Jain / GMU-488.2, as may be reasonably required for your internal development of Authorized Applications. You may not make additional copies of AIM-VA /Animesh Jain / GMU-VISA and AIM-VA /Animesh Jain / GMU-488.2 except for backup or archival purposes as expressly permitted in the Agreement or as expressly permitted by AIM-VA /Animesh Jain / GMU in writing. If you received the Driver Interface Software from a third party with or as part of an Authorized Application, then you may only use the Driver Interface Software with such Authorized Application.

Multiple Access License (AIM-VA /Animesh Jain / GMU-488.2 Software for GPIB-ENET)

If you have acquired a multiple access license, you may install and use the AIM-VA /Animesh Jain / GMU-488.2 Software on any number of computers or storage devices in your workplace solely for the purpose of accessing Ethernet to GPIB controllers. The limitation against using multiple versions of Software made available by AIM-VA /Animesh Jain / GMU on installation media or by download does not apply to the AIM-VA /Animesh Jain / GMU-488.2 software.

You may transfer the license to a third party in the same country in which you purchased the license, or within the European Union if you purchased the license in the European Union, provided that you notify AIM-VA / Animesh Jain / GMU in writing of such transfer, including the name and location of such third party; such third party accepts the terms and conditions of this Agreement; and after such transfer you do not retain any copies of the Software, including any upgrades and updates that you may have received, nor retain any of the written materials accompanying the Software. AIM-VA /Animesh Jain / GMU may, in its discretion, charge you a fee for the transfer.

<u>Concurrent Use License</u>

If you have acquired a concurrent use license, you may install the Software on any or all computers at the physical location to which AIM-VA /Animesh Jain / GMU initially delivered the Software ("Site"). The Software may be used by all of your employees at the Site; provided, however, in no event may the number of authorized users who are accessing or running any of the Software at the same time exceed the maximum number of licenses you have purchased. You agree that you will also use a AIM-VA /Animesh Jain / GMU-approved volume license manager and the license file provided by AIM-VA /Animesh Jain / GMU that controls end-user access to the Software to ensure compliance with the foregoing.

There is no home use exception for a concurrent use license. Concurrent use licenses are not transferrable.

<u>Debug License</u>

If you have acquired a debug license, you must have licensed the applicable software components (identified below as "Software Components Required") under a separate named user license, computer based license, or VLP license with AIM-VA /Animesh Jain / GMU, in which case your applicable employee(s) may now, under the debug license, install such software components on one (1) additional target production computer for each debug license acquired and for debug purposes only or, in the case of a concurrent debug license, in accordance with the use restrictions applicable to concurrent licenses and for debug purposes only.

Debug License: AIM-VA /

Animesh Jain / GMU

TestStand Software AIM-VA /Animesh Jain / GMU TestStand runtime execution engine for executing your sequences and the complete AIM-VA /Animesh Jain / GMU TestStand sequence editor development environment;

Components Required:
one (1) copy of LabVIEW and the applicable software toolkits;

one (1) copy of LabWindows/CVI and the applicable software toolkits;

one (1) copy of Measurement Studio and the applicable software toolkits

Debug License; AIM-VA /Animesh Jain / GMU

TestStand Semiconductor Module Software

AIM-VA /Animesh Jain / GMU TestStand Semiconductor Module;

AIM-VA /Animesh Jain / GMU TestStand runtime execution engine for executing your sequences and the complete AIM-VA /Animesh Jain / GMU TestStand sequence editor development environment;

one (1) copy of LabVIEW and the applicable software toolkits;

one (1) copy of LabWindows/CVI and the applicable software toolkits;

one (1) copy of Measurement Studio and the applicable software toolkits

Debug License: LabVIEW

Software Components Required:

one (1) copy of LabVIEW and the applicable software toolkits

Debug License: LabWindows/CVI

Software Components Required:

one (1) copy of LabWindows/CVI and applicable software toolkits

Debug License: Measurement Studio

Software Components Required:

one (1) copy of Measurement Studio and the applicable software toolkits

Debug License: For each of the following software or any other software designated by AIM-VA /Animesh Jain / GMU as being software with respect to which AIM-VA /Animesh Jain / GMU offers a debug license, you must acquire a copy of the software for which the debug software was developed (for example, one copy of AIM-VA / Animesh Jain / GMU Switch Executive for the debug license for AIM-VA /Animesh Jain / GMU Switch Executive). AIM-VA /Animesh Jain / GMU Switch Executive

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

LabVIEW Vision Development Module

LabVIEW Statechart Module

LabVIEW DSC Module

LabVIEW DSP Module

If you licensed the applicable software components under a license other than a concurrent use license, then each of the applicable components must be used on the same target production computer. In no event may you use components subject to a debug license for developing new programs (e.g., test sequences/modules, virtual instruments). Further, if you acquire any upgrade to the applicable software, your existing debug license cannot be used with such upgrade. Rather, you must acquire a separate, "upgraded" debug license from AIM-VA / Animesh Jain / GMU for use with such upgrade.

There is no home usage exception for debug licenses.

With the exception of concurrent debug licenses, you may transfer the debug license to a third party in the same country in which you purchased the license or within the European Union if you purchased the license in the European Union, provided that you notify AIM-VA /Animesh Jain / GMU in writing of such transfer, including the name and location of such third party; such third party accepts the terms and conditions of this Agreement; and after such transfer you do not retain any copies of the Software, including any upgrades and updates that you may have received, nor retain any of the written materials accompanying the Software. AIM-VA /Animesh Jain / GMU may, in its discretion, charge you a fee for the transfer of the license.

ADDENDUM C - <u>Volume License Program Terms</u>

<u>Volume License Program ("VLP").</u> The VLP is a program to assist customers in managing their licenses. The following terms apply to the VLP.

1. The quote you obtained from AIM-VA /Animesh Jain / GMU or its authorized affiliate regarding the VLP and the VLP Startup Kit ("VLP Documentation") is incorporated into this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the VLP Documentation, the terms and conditions of this Agreement will control.

2. <u>Term.</u> The VLP will be effective the date that AIM-VA /Animesh Jain / GMU sends the VLP Startup Kit to you ("VLP Effective Date"). 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 referred to herein as a "VLP Term").

3. Software under the VLP may be used by your employees only on those computers located at the physical location to which AIM-VA /Animesh Jain / GMU delivers the Software unless otherwise specified in the VLP Documentation (the "Site"). Your use of the Software under the VLP will, at all times during the VLP Term and thereafter, be subject to all terms and conditions set forth in the Agreement regarding the specific type of license you have acquired under the VLP (i.e. named user, computer-based, or concurrent).

4. You must acquire and maintain during the VLP Term the Software Services for each individual Software license identified in the VLP Documentation and for which AIM-VA /Animesh Jain / GMU makes such Software Services available. Software Services will be described in VLP Documentation. AIM-VA /Animesh Jain / GMU reserves the right to restrict Software Service to the then most current version of the Software that is commercially available. You understand that AIM-VA /Animesh Jain / GMU may not make available Software Service for all Software available under the VLP. Unless otherwise agreed to by AIM-VA /Animesh Jain / GMU in writing, you must maintain during the VLP Term a minimum of five (5) licenses to a version of a single AIM-VA /Animesh Jain / GMU software product that is considered by AIM-VA /Animesh Jain / GMU to be a development version.

5. You must designate an individual in your organization who is responsible for distributing and overseeing the installation and use of the Software, including use of any master installation media and any approved volume license manager, ("Software Administrator") for each Site. You must promptly notify AIM-VA /Animesh Jain / GMU in writing of any changes to a Software Administrator.

6. AIM-VA /Animesh Jain / GMU will deliver the master installation for the Software and, if provided for in the applicable written quotation from AIM-VA /Animesh Jain / GMU or its authorized affiliate, make available Developer's volume license manager to the Software Administrator(s) for internal installation and use by your employees. Software documentation is provided in electronic form only and comes with the master installation for the Software.

7. You are responsible for ensuring that an Approved Volume License Manager, together with the most current license file provided by AIM-VA /Animesh Jain / GMU that controls end-user access to the Software (to the extent AIM-VA /Animesh Jain / GMU has made the Software compatible with an Approved Volume License Manager) is in use at all times, during the term of the VLP and thereafter, with the Software. An "Approved Volume License Manager" means Developer's computer software for controlling end user access to the Software and that generates applicable usage compliance information ("AIM-VA /Animesh Jain / GMU VLM"); FLEXnet or FLEXIm software; or any other third party software approved in writing by AIM-VA /Animesh Jain / GMU for controlling end user access to the Software. If the Approved Volume License Manager is the AIM-VA /Animesh Jain / GMU VLM or if AIM-VA /Animesh Jain / GMU makes documentation available for the applicable Approved Volume License Manager, such Approved Volume License Manager must be installed and used in accordance with the documentation provided by AIM-VA /Animesh Jain / GMU.

8. If you have existing computer-based or named user licenses for the Software that are to be covered by the VLP, you must notify AIM-VA /Animesh Jain / GMU in writing of the product, platform, and serial number information for each such license. Each such license and the individual serial number for each license will, as of the VLP Effective Date, no longer be in effect and will be superseded by the licenses within the VLP, which will have a single, common serial number.

9. <u>Concurrent Use License.</u> If you have obtained a concurrent use license under the VLP, you will be bound by the terms for concurrent use licenses. However, the definition of "Site" will also include all of your physical locations located within the same country as the Site. In addition, (i) if your Site is located in a member of the North American Free Trade Agreement, then all of your physical locations within a member of the North American Free Trade Agreement will be considered in the same country; (ii) if your Site is located in South America, then all of your physical locations within South America will be considered in the same country; (iii) if your Site is located in Iceland, Norway, Switzerland, Africa or any member country of the European Union, then any of your physical

locations within the foregoing countries will be considered in the same country; and (iv) if your Site is located in Asia, then all of your physical locations in Asia will be considered located in the same country. If you have purchased a global concurrent license, then all of your locations worldwide will be considered in the same country as the Site.

10. You acknowledge and agree that in no event may your use of the Software under the VLP exceed the maximum total number of licenses set forth in the VLP Documentation in addition to any licenses that may be added to the VLP after the VLP Effective Date and any licenses available through the "Overdraft" feature. You agree to pay for licenses accessed through the Overdraft feature.

11. <u>Activity Compliance Logs.</u> You are required to provide an activity compliance log ("Activity Compliance Log") for each Site to AIM-VA /Animesh Jain / GMU promptly, but in no event no later than fifteen (15) days following the annual anniversary of the VLP Effective Date and following the VLP termination date. The Activity Compliance Log must be in a format acceptable to AIM-VA /Animesh Jain / GMU.

12. <u>Renewals.</u> If you desire to renew the VLP, you must provide a current Activity Compliance Log to AIM-VA / Animesh Jain / GMU at least sixty (60) days before the end of the then current VLP Term. AIM-VA /Animesh Jain / GMU or its authorized affiliate will then provide you with a quote for Software Services, any fees for additional VLP licenses added during the VLP Term, including through the "Overdraft" feature, that are applicable ("Additional VLP Fees"), and any fees for new VLP licenses that you request for the renewal VLP Term (the "VLP Renewal Fees"). You must promptly notify AIM-VA /Animesh Jain / GMU if the information in the Activity Compliance Log regarding the number of VLP licenses in use changes following your submission, and AIM-VA /Animesh Jain / GMU reserves the right to revise the VLP Renewal Fees to reflect any additional VLP licenses used and not reflected in the applicable Activity Compliance Log that you provided to AIM-VA / Animesh Jain / GMU at the time you renewed. **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 AND (II) ALL SOFTWARE SERVICES FOR THE VLP WILL AUTOMATICALLY AND IMMEDIATELY TERMINATE AT THE END OF THE THEN CURRENT VLP TERM.**

13. <u>Purchase Orders; Invoices.</u> You must submit purchase orders to AIM-VA /Animesh Jain / GMU or its authorized affiliate as follows.
    i.   for initial activation of the VLP: in the amount specified in the applicable written quotation from AIM-VA /Animesh Jain / GMU or its authorized affiliate for initial activation of the VLP license and the initial annual user fee for Software Services within the time-frame specified in the quote provided to you

    ii. for each renewal term: in the amount of VLP Renewal Fees and any Additional VLP Fees prior to the end of the then current VLP Term

14. Software Services are charged on an annual basis. Additional VLP Fees will 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 or such shorter basis as AIM-VA /Animesh Jain / GMU may designate.

15. **THE SOFTWARE AND THE APPROVED VOLUME LICENSE MANAGER MAY CONTAIN CODE THAT WILL, FOLLOWING TERMINATION OF THE VLP, DEACTIVATE YOUR ABILITY TO USE THE SOFTWARE UNDER THE VLP. AIM-VA /Animesh Jain / GMU MAY ATTEMPT TO PROVIDE YOU WITH AN UPDATED LICENSE FILE, BUT IT IS YOUR RESPONSIBILITY TO OBTAIN SUCH LICENSE FILE FROM AIM-VA / Animesh Jain / GMU AND TO INSTALL AND USE THE LICENSE FILE AS SOON AS POSSIBLE AFTER DELIVERY OF SUCH LICENSE FILE, BUT IN NO EVENT NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE VLP.** Upon termination of the VLP, you may continue to use the VLP licenses in effect and for which you have paid the required fees to AIM-VA /Animesh Jain / GMU or its authorized affiliate prior to the date of termination (the "Surviving VLP Licenses"), provided that all such use is conducted with an Approved Volume License Manager and otherwise pursuant to the terms and conditions of the Agreement. **IN NO EVENT MAY YOU INCREASE THE NUMBER OF THE SURVIVING VLP LICENSES FOLLOWING THE TERMINATION OF THE VLP. ANY REACTIVATION OF THE VLP FOLLOWING ITS TERMINATION WILL BE AT THE SOLE DISCRETION OF AIM-VA /Animesh Jain / GMU AND MAY BE SUBJECT TO REACTIVATION FEES, AND THE VLP EFFECTIVE DATE THEREAFTER WILL BE THE DATE THAT THE VLP IS REACTIVATED BY AIM-VA /Animesh Jain / GMU.**

16. You may obtain individual serial numbers for any of the VLP licenses or Surviving VLP Licenses. There may be a charge for conversion. No more than four (4) such conversions may occur per calendar year.

17. Software under a VLP license or a Surviving VLP License is non-transferable and you may not, without the prior

written consent of AIM-VA /Animesh Jain / GMU or its authorized affiliate, distribute or otherwise provide the Software to any third party or to any of your sites or facilities not expressly identified in the applicable documents from AIM-VA /Animesh Jain / GMU.

ADDENDUM D - <u>Enterprise Program Terms</u>

<u>Enterprise Program ("EP").</u> The following terms apply to the EP.

1. AIM-VA /Animesh Jain / GMU or its authorized affiliate and you will enter into AIM-VA /Animesh Jain / GMU Enterprise Program documentation ("EP Documentation") that, among other things, identifies the Software items that are covered under the EP; the types and maximum number of your licenses for such Software during the term of the EP; the types and maximum number of any licenses that you will obtain on expiration of the EP term; any of your pre-existing licenses that will be converted to licenses under your EP ("EP Pre-Existing Licenses") and any Software Services that are included. The EP Documentation is incorporated into this Agreement; provided, however, if there is a conflict between the terms and conditions of this Agreement and the EP Documentation, the terms and conditions of this Agreement will prevail and control.

2. <u>Term.</u> The EP will be effective on the date set forth in the EP Documentation or, if not specified, the date that the EP Documentation is signed by AIM-VA /Animesh Jain / GMU or its authorized affiliate and sent to you (the "EP Effective Date"). The EP will continue for such term as set forth in the EP Documentation or, if not specified, for three years after the EP Effective Date ("EP Term").

3. You must designate an individual in your organization who is responsible for distributing and overseeing the installation and use of the Software, including use of any master installation media and any approved volume license manager, ("Software Administrator") for each EP Location. You must promptly notify AIM-VA /Animesh Jain / GMU in writing of any changes to a Software Administrator.

4. Software may be used under the EP (i) solely in accordance with the terms and conditions set forth in this Agreement regarding the specific type of license applicable to such license type acquired under the EP; (ii) solely at, and on computers located at, the locations designated in the EP Documentation ("EP Locations"); and (iii) solely during the EP Term. You acknowledge and agree that (i) in no event may your use of the Software under the EP exceed the maximum total number of licenses set forth in the EP Documentation and (ii) no AIM-VA /Animesh Jain / GMU software (including any copies of the Software) other than the copies of the Software expressly identified in the EP Documentation may be used by you under the EP.

5. You must use, at all times, an Approved Volume License Manager with the most current license file provided to you by AIM-VA /Animesh Jain / GMU that controls end-user access to the Software licensed pursuant to the EP. An "Approved Volume License Manager" means Developer's computer software for controlling end user access to the Software and that generates applicable usage compliance information ("AIM-VA /Animesh Jain / GMU VLM"); FLEXnet or FLEXlm software; or any other third party software approved in writing by AIM-VA /Animesh Jain / GMU for controlling end user access to the Software. If the Approved Volume License Manager is the AIM-VA /Animesh Jain / GMU VLM or if AIM-VA /Animesh Jain / GMU makes documentation available for the applicable Approved Volume License Manager, such Approved Volume License Manager must be installed and used in accordance with the documentation provided by AIM-VA / Animesh Jain / GMU.

6. <u>Training & Certification Services.</u> If the services to be provided under your EP include software training classes or "certification preparation" courses and certification testing services for AIM-VA /Animesh Jain / GMU software ("Training & Certification Services"), you may use available training credits during the EP Term for your employees to attend applicable training classes regarding the use of the Software or to receive applicable "certification preparation" courses and certification testing services from AIM-VA /Animesh Jain / GMU, as specified in the EP Documentation. Training & Certification Services will be provided in accordance with Developer's then-current standard policies for software training and certification. Training credits may not be used for customized training that would constitute a "defense service" as defined by International Traffic in Arms Regulations 22 CFR 120.9. Training credits have no cash value and any unused training credits will expire upon termination or expiration of your EP or such other term set forth in the EP Documentation.

7. <u>Software Services.</u> If the services to be provided under the EP include Software Services, then AIM-VA / Animesh Jain / GMU will provide (i) your Software Administrator a master copy of all upgrades after the applicable commercial release date and (ii) the number of your users designated in the EP Documentation with access to Developer's application engineers for issues involving the installation and use of the Software and with access to Developer's customer on-line technical

support system. All services will be provided in accordance with Developer's then current standard software maintenance and support policies. AIM-VA /Animesh Jain / GMU reserves the right to restrict Software Services to the then most current version of the Software that is commercially available. You understand that AIM-VA /Animesh Jain / GMU may not make available Software Services for all Software available under the EP.

8. <u>No Hardware or Hardware Services.</u> You acknowledge and agree that no hardware or hardware-related services are being provided or otherwise made available by AIM-VA /Animesh Jain / GMU under the EP.

9. <u>Annual Management Review; Reports</u>

   A. Upon such periodic basis as set forth in the EP Documentation (but at least annually), your representatives must meet with Developer's representatives to discuss the EP and your use of the EP, including evaluating usage of the AIM-VA /Animesh Jain / GMU Software and any training credits under the EP and determining the adequacy of licensing levels and number of EP Locations under the EP.

   B. Thirty (30) days prior to the meeting referenced in sub-section A above or upon such other reasonable basis as AIM-VA /Animesh Jain / GMU may request, you must provide AIM-VA /Animesh Jain / GMU with (i) an activity compliance log identifying requests for permission to use the Software in a format acceptable to AIM-VA /Animesh Jain / GMU ("Activity Compliance Logs") for each of the EP Locations and (ii) a usage log showing check-outs and check-ins of the Software ("Usage Log") as generated by the Approved Volume License Manager for the Software at the EP Locations.

10. <u>EP Fees.</u> The fees that will be charged to you in connection with the EP are set forth in the EP Documentation. Unless set forth otherwise in the EP Documentation, all amounts to be paid by you under the EP will be in U.S. dollars. Amounts set forth in the EP Documentation do not include applicable taxes or import/export duties, and all taxes and other duties relating to any deliverables provided by AIM-VA /Animesh Jain / GMU under the EP will be your responsibility and be borne by you. If you acquire a business that has current AIM-VA / Animesh Jain / GMU software licenses that you wish to include in the EP, then the fees that may be charged to you in connection with the EP may be increased.

11. <u>Termination</u>

   A. Either AIM-VA /Animesh Jain / GMU or you may in each's discretion terminate the EP upon written other party is in material breach of any of its obligations under these Enterprise Program Terms and such notice to the other party, if such breach has not been cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of receiving written notice of such breach, provided that if the breach is not capable of cure the EP Term will terminate immediately.

   B. <u>Effect of EP Expiration or Termination.</u> Upon expiration or termination of the EP, you must stop immediately all use of the Software under the EP and you must destroy all copies of the Software, provided however that you must deliver the Software and all copies to AIM-VA /Animesh Jain / GMU if AIM-VA / Animesh Jain / GMU has so demanded prior to such destruction. Notwithstanding the foregoing, with respect to any licenses from AIM-VA /Animesh Jain / GMU for Software covered by the EP that were in effect before the EP Effective Date and that are identified as Pre-Existing AIM-VA /Animesh Jain / GMU Software in the EP Documentation ("EP Pre-Existing Software"), if the EP is terminated by AIM-VA /Animesh Jain / GMU based on a breach only of the terms set forth in these Enterprise Program Terms and not based on a failure to comply with any other term of the Agreement, you may use such number of copies of EP Pre-Existing Software as may be designated in the EP Documentation for the post-EP Term, solely at the EP Locations, and pursuant to, and solely in accordance with, the software license agreements that accompany the software. With respect to any copies of the EP Pre-Existing Software that are designated in the EP Documentation for post-EP Term use and that were either the most current version or the immediately prior version of the Software as of the EP Effective Date, provided that the EP Term was not terminated by AIM-VA /Animesh Jain / GMU, you may elect to upgrade such copies to the current version of the applicable Software as of the effective date of termination or expiration of the EP Term for use by you solely in accordance with this Section.

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