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**Addendum C**      Volume License Program Terms

**Addendum D**      Enterprise Program Terms

**Addendum E**      Academic License Terms

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- 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 NI'S TESTING PLATFORMS AND BECAUSE YOU MAY USE NI PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY NI, YOU ARE ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF NI PRODUCTS FOR YOUR INTENDED USE. YOU WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS NI 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 NI'S NEGLIGENCE OR OTHER FAULT OR TO STRICT LIABILITY IMPOSED UPON NI AS A MATTER OF LAW.

21. U.S. Government Rights. The Software is a "commercial item" developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as such



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- A. You agree to make, upon reasonable notice, all applicable records available for review by NI during normal business hours so as to permit NI to verify your compliance with the terms and conditions of this Agreement. NI 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 NI or its authorized representative you will promptly document and certify in writing to NI 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 NI, you must immediately pay such amounts to NI and reimburse NI for the cost of such inspection.
- B. You agree that the Software may collect and communicate certain software, hardware, and use information (which may in some circumstances include certain personal data of users, including IP address or email address) to NI 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; (iii) NI's internal product development; (iv) tailoring support services for the way NI user uses its products and for personalizing the user product experience and (v) providing usage reporting to you. The information collected and communicated does not include any proprietary application data. NI 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.

The owner of the license may assign the license to its Authorized User within the parameters of this Agreement. You are solely responsible for informing its Authorized Users of the purposes for which and the circumstances under which information (including certain personal information of such Authorized Users) is processed, for obtaining any necessary consent or permission, and otherwise for complying with applicable privacy laws and regulations with respect to those Authorized Users. If you are using the Software on behalf of an entity that has assigned the license to you as an Authorized User within the parameters of this Agreement, you are not the owner of the license. You understand and agree that data about your usage of the Software may be collected and provided to the owner of the license.

For further details on how NI and its affiliates process data, please see the NI Privacy Statement at <http://www.ni.com/privacy>.

## 23. General

### A. Governing Law; Venue

**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 National Instruments Corporation, 11500 N. Mopac Expressway, Austin, Texas, U.S.A. 78759-3504 (Attention: Legal Department).

- B. This Agreement constitutes the complete agreement between you and NI regarding use of the Software and supersedes any oral or written proposals, prior agreements, purchase orders, or any other communication between you and NI relating to the subject matter of this Agreement. NI's applicable standard Terms and Conditions of Sale, the current version of which is set forth at <http://www.ni.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 NI 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 NI of a term of this Agreement must be in writing signed by a duly authorized representative of NI. The waiver by NI 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 NI. It is agreed that NI shall have the right to change the terms of this Agreement from time to time, by notifying you and/or by publishing the updated version of this Agreement online which shall be binding upon you. The word "including" as used in this Agreement will be understood as meaning "including without limitation". If you are unable to access the internet to view any of the web pages referred to in this Agreement, you may request the information from your local NI sales office.
- C. 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 by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) the Parties agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 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, Regulation (EU) 2021/821 of the European Parliament and of the Council. 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. NI reserves the right not to ship or permit downloading of the Software ordered or otherwise fulfill an order for licenses (including under a Volume License Program or Enterprise Program) if, at any time, NI believes that such shipment or downloading of such Software, Third Party Software, or Source Code or other fulfillment 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. For text of the relevant legal materials, see <http://www.ni.com/legal/export-compliance.htm>.
- F. Software may include what is commonly referred to as 'open source' software. Under some of their respective license terms and conditions, NI may be required to provide you with notice of the license terms and attribution to the Third Party Software, in which case NI purposes to provide you with such information (whether via the Software documentation or otherwise). Notwithstanding anything to the contrary herein, use of the open source software will be subject to the license terms and conditions applicable to such open source software, to the extent required by the applicable licensor (which terms and conditions shall not restrict the license rights granted to you hereunder), and to the extent any such license terms and conditions grant you rights that are inconsistent with the limited rights granted to you in this Agreement, then such rights in the applicable open source license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such open source software. NI will comply with any valid written

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## **ADDENDUM A - Source Code License**

1. "Source Code" means the NI-created human-readable computer code that NI provides with the Software, that is not password protected, and that is in the preferred form for modifying the code (whether graphical or text-based). Source Code does not include any Third Party Software.
2. This license permits you to use, modify, and distribute the Source Code on the conditions that
  - A. you may distribute the Source Code, whether or not you have modified it, only
    - i. for a non-commercial purpose and
    - ii. under a license identical to this Source Code License;
  - 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 – Special License Types**

### **Evaluation License; Pre-Release Software**

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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. NI WILL NOT UPDATE THE SOFTWARE, NOR WILL NI SUPPORT THE SOFTWARE. SOFTWARE PROVIDED UNDER AN EVALUATION LICENSE IS PROVIDED WITHOUT WARRANTY OR OBLIGATION OF INDEMNITY ON NI. 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. NI 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 NI, 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 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 any changes or suggested changes to NI's current or future products and services (collectively "Feedback"), will 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 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. 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 NI. 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 NI 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 NI-VISA or NI-488.2, as may be reasonably required for your

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If you have acquired a multiple access license, you may install and use the NI-488.2 Software on any number of computers or storage devices in your workplace solely for the purpose of accessing Ethernet to GPIB controllers.

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 NI 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. NI may, in its discretion, charge you a fee for the transfer.

#### Concurrent Use License

If you have acquired a concurrent use license, you may install the Software on any or all computers at the physical location to which NI 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 computers running the Software at the same time exceed the maximum number of licenses you have purchased. You agree that you will also use a NI-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.

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

#### Debug License

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 NI, 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: NI TestStand**

Software Components Required:

NI TestStand runtime execution engine for executing your sequences and the complete NI 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: NI TestStand Semiconductor Module**

Software Components Required:

NI TestStand Semiconductor Module;

NI TestStand runtime execution engine for executing your sequences and the complete NI 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 NI as being software with respect to which NI offers a debug license, you must acquire a copy of the software for which the debug software was developed (for example, one copy of NI Switch Executive for the debug license for NI Switch Executive).

NI 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 NI 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 NI 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. NI may, in its discretion, charge you a fee for the transfer of the license.



## **ADDENDUM C - Volume License Program Terms**

Volume License Program ("VLP"). 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 NI 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. Term. The VLP will be effective commencing as of the date that NI sends the VLP Startup Kit to you ("VLP Effective Date"). The initial term of the VLP (the "Initial VLP Term") will start on the VLP Effective Date and continue for a period of one (1) year in the event you subscribed for an annual license. In the event you subscribed for a multi-year license, the Initial VLP Term will continue until the lapse of any such multi-year term specified in your Quote and you may terminate this Agreement upon written notice to NI to be sent at least sixty (60) days before the end of any annual term during the VLP Term. You shall not be entitled to any refund in the event of early termination. Upon the end of 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 shall be referred to herein as a "VLP Term"). **[U&P: We revised as above since the "Initial VLP Term" was defined twice. Also, please confirm whether our understanding is correct that the above "continue upon the lapse" in the third sentence should be revised to "continue until the lapse."]**
3. Software under the VLP may be used by your employees only on those computers located at the location to which NI delivers the Software unless otherwise specified in the VLP Documentation (the "Site"). The definition of "Site" will also include all of your locations located within the same country as the Site. In addition, (i) if your Site is located in North or South America, then all of your locations within North and South America will be considered in the same country; (ii) if your Site is located in Europe, Middle East, India, or Africa (including Russia and Mongolia), then any of your locations within the foregoing regions will be considered in the same country; and (iii) if your Site is located in Asia Pacific, then all of your locations in the region will be considered located in the same country. If you purchase a global VLP, then all of your locations worldwide will be considered in the same country as the Site; provided, however, that the Software must be managed from the region to which NI delivers the Software. 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 Subscription or the Software Services for each individual Software license identified in the VLP Documentation and for which NI makes such Subscription or Software Services available. Software Services will be described in the VLP Documentation. 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 or Subscription for all Software available under the VLP. Unless otherwise agreed to by NI in writing, you must maintain during the VLP Term a minimum of five (5) licenses of the same Term type to a version of a single NI software product that is considered by NI 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 installation and maintenance of any approved volume license manager, ("Software Administrator") for each Site. You must promptly notify NI in writing of any changes to a Software Administrator.
6. NI will deliver the master installation for the Software and, if provided for in the applicable quotation from NI or its authorized affiliate, make available NI'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 NI that controls end-user access to the Software (to the extent NI 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 NI's computer software for controlling end user access to the Software and that generates applicable usage compliance information ("NI VLM"); FlexNet software; or any other third party software approved in writing by NI for controlling end user

access to the Software. 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 must be installed and used in accordance with the documentation provided by NI.

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 NI in writing of the product, platform, and serial number information for each such license. Each such covered license and the individual serial number for each such 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. You must provide NI with any information reasonably requested by NI in order to establish and administer the VLP. You understand that not all available existing Software is coverable by a VLP.
9. Concurrent Use License. If you have obtained a concurrent use license under the VLP, you will be bound by the terms for concurrent use licenses, except that the "Site" for the licenses shall be as defined in this Addendum for licenses under a VLP. 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. Activity Compliance Logs. Upon request, you agree to provide an activity compliance log ("Activity Compliance Log") for each Site to NI promptly. The Activity Compliance Log must be in a format acceptable to NI.
12. Renewals. Upon renewal of the VLP, NI may request you to provide a current Activity Compliance Log to NI to be delivered by you within thirty (30) days within such request. NI or its authorized affiliate will provide you with a quote for any fees for additional VLP licenses added during the VLP Term, including through the "Overdraft" feature, that are applicable ("Additional VLP Fees"), and any subscription or software service fees for VLP licenses that you request for renewing the VLP Term ("VLP Renewal Fees"). You must promptly notify NI if the information in the Activity Compliance Log regarding the number of VLP licenses in use changes following your submission, and NI 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 NI 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 SUBSCRIPTION AND 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 SUBSCRIPTION LICENSES OF THE VLP WILL AUTOMATICALLY AND IMMEDIATELY TERMINATE AND (III) ALL SOFTWARE SERVICES FOR THE VLP WILL AUTOMATICALLY AND IMMEDIATELY TERMINATE AT THE END OF THE THEN CURRENT VLP TERM.
13. Purchase Orders; Invoices. You must submit purchase orders to NI or its authorized affiliate as follows.
  - i. for initial activation of the VLP: in the amount specified in the applicable written quotation from NI or its authorized affiliate for initial activation of the VLP license and the initial annual user fee for Subscription and/or 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. Subscription fees and Software Services fees are charged on an annual basis. Additional VLP Fees will be pro-rated on a monthly basis, based on the month of the VLP Term in which the Software under such VLP license was first used or such shorter basis as NI 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. NI MAY ATTEMPT TO PROVIDE YOU WITH AN UPDATED LICENSE FILE, BUT 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, 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 perpetual VLP licenses in effect and for which you have paid the required fees to NI 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, FOLLOWING THE TERMINATION OF THE VLP (a) INCREASE THE NUMBER OF THE SURVIVING VLP LICENSES, OR (b) USE SUBSCRIPTION-BASED VLP LICENSES, OR (c) USE DISCONNECTED LICENSES INSTALLED UNDER A PRIOR, EXPIRED TERM OF THE VLP. . ANY REACTIVATION OF THE VLP FOLLOWING ITS TERMINATION WILL BE AT THE SOLE DISCRETION OF NI AND MAY BE SUBJECT TO REACTIVATION FEES, AND THE VLP EFFECTIVE DATE THEREAFTER WILL BE THE DATE THAT THE VLP IS REACTIVATED BY NI.**

16. You may obtain individual serial numbers for any of the VLP licenses or Surviving VLP Licenses. There may be a charge for conversion. Unless at the time of termination, 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 NI 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 NI.
18. If you generate and install individual software licenses which are not permanently connected to an Approved License Manager ("Disconnected Licenses"), then Disconnected Licenses shall be subject to all the terms and conditions set forth in this Agreement. The number of Disconnected Licenses shall not exceed the number of licenses identified in the VLP Documentation. If you reconnect any Disconnected license, you must immediately remove from the client the respective Disconnected Licenses. You must remove any Disconnected Licenses to Software from the client that you installed under a prior, expired program within thirty (30) days of the start of the VLP and replace such licenses with Disconnected Licenses that expire no more than thirty (30) days beyond the end of the then current VLP Term.

## **ADDENDUM D - Enterprise Program Terms**

Enterprise Program ("EP"). The following terms apply to the EP.

1. NI or its authorized affiliate and you will enter into NI 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. Term. 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 NI 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 NI 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 NI 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 NI that controls end-user access to the Software licensed pursuant to the EP. An "Approved Volume License Manager" means NI's computer software for controlling end user access to the Software and that generates applicable usage compliance information ("NI VLM"); FlexNet or FLEXlm software; or any other third party software approved in writing by NI for controlling end user access to the Software. 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 must be installed and used in accordance with the documentation provided by NI.

Company may install individual software licenses not managed by a license management tool ("Disconnected Licenses"), up to the quantities and for the term of the licenses set forth in the EP. Except as specifically noted in this paragraph, Disconnected Licenses shall be subject to all the terms and conditions set forth in the EP Documentation. You must remove any Disconnected Licenses to software that you installed under a prior, expired Program within thirty (30) days of the Start Date of the EP Term and replace such licenses with Disconnected Licenses that expire no more than thirty (30) days beyond the end of the EP Term.

6. Training & Certification Services. If the services to be provided under your EP include software training classes or "certification preparation" courses and certification testing services for NI 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 NI, as specified in the EP Documentation. Training & Certification Services will be provided in accordance with NI'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. Software Services. If the services to be provided under the EP include Software Services, then NI 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 NI's application engineers for issues involving the installation and use of the Software and with access to NI's customer on-line technical support system. All services will be provided in accordance with NI's then current standard software maintenance and support policies. NI reserves the right to restrict Software Services to the then most current version of the Software that is commercially available. You understand that NI may not make available Software Services for all Software available under the EP.

8. No Hardware or Hardware Services. You acknowledge and agree that no hardware or hardware-related services are being provided or otherwise made available by NI under the EP.
9. Annual Management Review; Reports
  - A. Upon such periodic basis as set forth in the EP Documentation (but at least annually), your representatives must meet with NI's representatives to discuss the EP and your use of the EP, including evaluating usage of the NI 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 NI may request, you must provide NI with (i) an activity compliance log identifying requests for permission to use the Software in a format acceptable to NI ("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. EP Fees. 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 NI under the EP will be your responsibility and be borne by you. If you acquire a business that has current NI 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. Termination
  - A. Either NI or you may in each's discretion terminate the EP upon written notice to the other party, if such other party is in material breach of any of its obligations under these Enterprise Program Terms and 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. Effect of EP Expiration or Termination. 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 NI if NI has so demanded prior to such destruction. Notwithstanding the foregoing, with respect to any licenses from NI for Software covered by the EP that were in effect before the EP Effective Date and that are identified as Pre-Existing NI Software in the EP Documentation ("EP Pre-Existing Software"), if the EP is terminated by NI 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 NI, 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.
  - C. Your right to use EP Pre-Existing Software after the EP Term is contingent on your providing NI with the Activity Compliance Logs and Usage Logs within thirty (30) days of the expiration or termination of the EP Term and immediately paying to NI all amounts due but not paid as of the expiration or termination of the EP Term.

- D. **THE SOFTWARE AND THE APPROVED VOLUME LICENSE MANAGER MAY CONTAIN CODE THAT WILL, FOLLOWING EXPIRATION OR TERMINATION OF THE EP TERM, DEACTIVATE YOUR ABILITY TO USE THE SOFTWARE UNDER THE EP. YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE AUTOMATICALLY DEACTIVATED OR RENDERED UNUSABLE WITHOUT WARNING UPON THE EXPIRATION OR TERMINATION OF THE EP. IT IS YOUR RESPONSIBILITY TO OBTAIN ANY NECESSARY LICENSE FILES FROM NI TO ENABLE ANY PERMITTED POST-EP TERM USE OF EP PRE-EXISTING SOFTWARE AS DESIGNATED IN THE EP DOCUMENTATION. YOU MUST INSTALL AND USE THE LICENSE FILE AS SOON AS POSSIBLE AFTER DELIVERY OF SUCH LICENSE FILE BY NI, BUT IN NO EVENT NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE EP TERM.**
12. Licenses under the EP are non-transferable and you may not, without the prior written consent of NI or its authorized affiliate, distribute or otherwise provide the Software to any third party or to any of your sites or facilities other than EP Locations.
13. Confidentiality. The terms of your EP Documentation; any proposals or other documents submitted by NI or its authorized affiliate in connection with your EP (including all pricing and fees); and any information about NI product development efforts provided in connection with your EP are considered the confidential information of NI. You must not disclose any NI confidential information to any third party.

## **ADDENDUM E - Academic License Terms**

1. Software under any of the academic license types may not be used for commercial or industrial purposes and may be used only at an educational institution within International Classification of Education (ISCED) (2011) levels 0-8 ("Academic Institution").
2. Authorized Applications developed using Software subject to an academic license may not be distributed for commercial purposes and must be distributed with a prohibition against redistribution for commercial purposes.
3. Secondary School License. If you have acquired a secondary school license, you may use the Software solely for educational purposes in your secondary school. Secondary schools are defined as levels K–12 and International Standard Classification of Education (ISCED) (2011) levels 0–3. You may install the Software on no more than the number of your school's computers specified by NI or its authorized affiliate in writing in the applicable quote. The foregoing rights apply to a single school or campus (as specified by NI or its authorized affiliate in writing in the applicable quote) and do not extend to an entire school district.
4. Teaching License. If you have acquired an academic teaching license, you may use the Software solely for instructional purposes at an Academic Institution. A use will be considered as one for "instructional purposes" only 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 computers of your Academic Institution as specified by NI or its authorized affiliate in writing in the applicable quote or in the applicable documentation provided by NI to you. Without limiting the foregoing, any use of the Software by any person who is not an instructor at your Academic Institution is prohibited.
5. Research License. If you have acquired an academic research license, you may use the Software solely for academic research at an Academic Institution. You may install the Software on no more than the number of computers of your Academic Institution as specified by NI or its authorized affiliate in writing in the applicable quote or in the applicable documentation provided by NI to you.
6. Student Install Option
  - A. If you are an Academic Institution and have acquired Student Install Option licenses, NI will deliver to you the master installation for the applicable Software. You may make the Software (including updates or upgrades) available to no more than the number of students specified by NI or its authorized affiliate in writing in the applicable quote, only to the students located at the location to which NI delivers the Software, and only during the time period specified in the quote, and each student must be currently enrolled at the applicable department, college, or specific university campus of your Academic Institution specified in writing in the applicable quote. Each license provided through the Student Install Option included with the Academic Institution's Software Services will be for a one (1) year term.
  - B. If you are a student and have acquired a license to use Software through your Academic Institution's Student Install Option, you must be a student enrolled in or taking continuing education classes in order to use the Software. You may use the Software for your personal education purposes, which may include use for classroom or lab coursework as well as academic research that is in furtherance of your undergraduate work, and not for any other purpose. You may install the Software on up to three (3) physical computers; provided, however, only you may use or otherwise run the Software and the Software may only be launched on one computer at a time. You may not install any of the Software on a network device from which the Software may be accessed and used by anyone other than you. There is no home usage exception. You hereby understand and agree that your license will automatically expire upon the conclusion or termination of your enrollment in the Academic Institution or at the end of the term of the license, whichever comes first. Upon any such expiration, you must promptly uninstall all copies of the Software.
  - C. Licenses provided through the Student Install Option do not include individual student access to all entitlements of the Standard Service Program ("SSP") for Software.

7. Academic Site License ("ASL"). The following terms apply to the ASL.

- A. The quote you obtained from NI or its authorized affiliate regarding the ASL ("ASL Documentation") is incorporated into this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the ASL Documentation, the terms and conditions of this Agreement will control.
- B. Term. The ASL will be effective the date of your order ("ASL Effective Date"). The licenses under the ASL (not including Student Install licenses) will be Perpetual Licenses.
- C. Software under the ASL may be used by teachers, researchers, and students in accordance with the terms of the license types set forth in this Addendum E and the ASL Documentation and only on those computers located at the physical location to which NI delivers the Software unless otherwise specified in the ASL Documentation.

The location at which you are permitted to use the Software is the "ASL Location".

ASL licenses are either for teaching, or for research, as specified in the ASL Documentation.

- D. 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 ASL Location. You must promptly notify NI in writing of any changes to a Software Administrator. NI will deliver the master installation for the Software to the Software Administrator for internal installation and use by your teachers, researchers, and students, as appropriate. Software documentation is provided in electronic form only and comes with the master installation for the Software.
- E. Software Services. If Software Services have been purchased for or are provided with the ASL, NI will provide your Software Administrator a master copy of all upgrades after the applicable commercial release date. All services will be provided in accordance with NI's then current standard software maintenance and support policies. NI reserves the right to restrict Software Services to the then most current version of the Software that is commercially available. You understand that NI may not make available Software Services for all Software available under the ASL. Software Services will be described in the ASL Documentation.

Perpetual Licenses under an ASL come with one (1) year of Software Services; Software Services for Perpetual Licenses under an ASL must be purchased separately after the first year. Software Services shall be effective for the period specified in ASL Documentation.

Software Services for the ASL may include Student Install Option licenses, as indicated in the ASL Documentation. Licenses provided through the Student Install Option do not include individual student access to all entitlements of the Standard Service Program ("SSP") for Software.

- F. You acknowledge and agree that in no event may your use of the Software under the ASL exceed the maximum number of licenses set forth in the ASL Documentation or otherwise exceed the boundaries set forth in the ASL Documentation.

8. Academic Volume License ("AVL"). The following terms apply to the AVL.

- A. The quote you obtained from NI or its authorized affiliate regarding the AVL ("AVL Documentation") is incorporated into this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the AVL Documentation, the terms and conditions of this Agreement will control.
- B. Term. The AVL will be effective the date of your order ("AVL Effective Date"). Unless the AVL Documentation indicates otherwise the initial term of the AVL will start on the AVL Effective Date and continue for a period of one (1) year, and thereafter can be renewed for additional one (1) year period(s) by both parties agreement. The licenses under the AVL (not including Student Install licenses) will be



Subscription Licenses , unless specified otherwise in the AVL Documentation.

- C. Software under the AVL may be used by teachers, researchers, and students in accordance with the terms of the license types set forth in this Addendum E and the AVL Documentation and only on those computers located at the physical location to which NI delivers the Software unless otherwise specified in the AVL Documentation.

The location at which you are permitted to use the Software is the "AVL Location".

AVL licenses are for teaching or research, as specified in the AVL Documentation.

- D. 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 AVL Location. You must promptly notify NI in writing of any changes to a Software Administrator. NI will deliver the master installation for the Software to the Software Administrator for internal installation and use by your teachers, researchers, and students, as appropriate. Software documentation is provided in electronic form only and comes with the master installation for the Software.
- E. Software Services. If Software Services have been purchased for or are provided with the AVL, NI will provide your Software Administrator a master copy of all upgrades after the applicable commercial release date. All services will be provided in accordance with NI's then current standard software maintenance and support policies. NI reserves the right to restrict Software Services to the then most current version of the Software that is commercially available. You understand that NI may not make available Software Services for all Software available under the AVL. Software Services will be described in AVL Documentation.

Software Services are included with AVL with Subscription Licenses. Perpetual licenses under an AVL come with one (1) year of Software Services; Software Services for Perpetual Licenses under an AVL must be purchased separately after the first year. Software Services shall be effective for the period specified in AVL Documentation.

Software Services for the AVL may include Student Install Option licenses, as indicated in the AVL Documentation. Licenses provided through the Student Install Option do not include individual student access to all entitlements of the Standard Service Program ("SSP") for Software.

- F. You acknowledge and agree that in no event may your use of the Software under the AVL exceed the maximum number of licenses set forth in the AVL Documentation or otherwise exceed the boundaries set forth in the AVL Documentation.
  - G. If you use an Approved License Manager and therein generate individual software licenses which you install on clients not permanently connected to such Approved License Manager ("Disconnected Licenses"), then Disconnected Licenses shall be subject to all the terms and conditions set forth in this Agreement. The number of Disconnected Licenses shall not exceed the number of licenses set forth in the AVL Documentation. If you reconnect any Disconnected license, you must immediately remove from the client the respective Disconnected Licenses. You must remove any Disconnected Licenses to Software from the client that you installed under a prior, expired program within thirty (30) days of the start of the AVL and replace such licenses with Disconnected Licenses that expire no more than thirty (30) days beyond the end of the then current AVL Term.
9. Transfer. Except for academic research licenses, academic licenses are nontransferable and you may not, without the prior written consent of NI 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 NI. The Academic Institution may transfer an academic research only ASL or AVL to the researcher to whom the license originally was assigned, provided that (i) the Academic Institution notifies NI in writing of such transfer, including the name and new location of the researcher; (ii) the researcher accepts the terms and conditions of this Agreement; and (iii) after such transfer the Academic Institution must stop immediately the use of software under the transferred academic research only ASL or AVL.

## **ADDENDUM F – Product-Specific Provisions**

### **LabVIEW**

If you have acquired a LabVIEW development license, you may install the LabVIEW software on one additional computer in your workplace and use the continuous integration activities of automated testing, automated validation, automated review, and automated build processes and any steps that are necessary in the pursuit and setup of these activities solely for the building and testing code developed using the LabVIEW software. In no event may you use the Software on this additional computer for development, with the exception of debugging the automation of continuous integration activities. The additional computer may be a network device that makes software accessible to multiple users, provided that each user must have its own license to LabVIEW and that each user only uses the Software on the additional computer for the code building and testing purposes permitted in this paragraph.

### **Measurement Studio**

Any application created with Measurement Studio Software that uses any Measurement Studio controls in a "design time" context is not an Authorized Application.

### **MeasurementLink**

Unless otherwise specified in any applicable Quote or approved by NI in writing, you shall only be entitled to use of the GRPC feature if you have a valid MeasurementLink license, or any other applicable paid license in place.

### **LabVIEW Community Edition and LabVIEW NXG Community Edition**

If you have acquired a license to LabVIEW Community Edition or LabVIEW NXG Community Edition, you may use the Software solely for your personal, non-commercial, non-industrial purposes. You may not use the Software for teaching or research at a degree-granting educational institution. You may use the Software only for the limited period of the license term specified in the product description, other applicable documentation provided to you by NI, or within the Software itself. The license will expire automatically at the end of such term.

A license to the Software may not be converted to a computer-based license and the license is not transferable.

You may distribute or transfer applications you create with Software, but only if you comply with the terms of the Agreement regarding distribution of Authorized Applications and such distribution of the Deliverables is for non-commercial, non-industrial, and if you are a degree-granting educational institution non-teaching and non-research, purposes only.

You may distribute source code that you have created with the Software only for non-commercial, non-industrial, and if you are a degree-granting educational institution for non-teaching and non-research, purposes only.

Except for the limited distribution rights set forth in this license, in no event may you distribute any software or code created with the Software.

Notwithstanding the terms set forth in the Agreement or Source Code License, you may distribute Source Code (as defined by the Source Code License), whether or not you have modified it, only for a non-commercial, non-industrial, and if you are a degree-granting educational institution for non-teaching and non-research, purpose; you may not distribute object code derived from Source Code. All other terms set forth in the Source Code License shall apply to you.

Use of the Software requires that you create an NI user account and periodically log in to your NI user account from within the Software program in order to validate the Software and allow you to exercise your rights under this Agreement. If NI cannot periodically validate the Software, then the Software may become inactive without additional notice until NI validates the license. During activation and login, as well as any periodic validation, data about your NI user account, the Software, and the computer on which you are using the Software may be transmitted to NI. Any personal data so transmitted will be processed in accordance with, and for the purposes described in, NI's Privacy Statement (<http://www.ni.com/pdf/legal/us/privacy.pdf>), including but not limited to the section entitled "Software Activation" and, if applicable, the country-specific privacy statement you agreed to in setting up your NI user account.

Notwithstanding the terms set forth in the Agreement or Source Code License, upon termination of your Subscription License, you may use the Community Edition only to view VI files and other content created using LabVIEW, for other purposes than the purposes listed in this section above. It shall be clarified that any creation, edit or developments of such content shall be subject to the limitations set forth above.

**YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. SOFTWARE IS PROVIDED WITHOUT WARRANTY OR OBLIGATION OF INDEMNITY ON NI. THE SOFTWARE IS PROVIDED WITHOUT SERVICES. 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. NI may in its sole discretion terminate the license at any time.

#### Multisim Education Edition

You may use the Software solely for your personal, non-commercial, non-industrial, educational purposes, including for classroom or lab work required as part of your educational instruction at an Academic Institution. If you are an Academic Institution, you may use the Software to provide non-commercial, educational instruction to students. An "Academic Institution" is defined as an educational institution within International Classification of Education (ISCED) (2011) levels 0-8.

The Software may not be used for any commercial or industrial research, including but not limited to research receiving funding from a government or commercial entity. Research in furtherance of the Academic Institution or individual's educational goals, such as individual, unfunded undergraduate research is not prohibited.

You may distribute or transfer applications you create with Software, but only if you comply with the terms of the Agreement regarding distribution of Authorized Applications and such distribution of the Deliverables is for non-commercial, non-industrial purposes only, with a prohibition against redistribution for commercial purposes.

You may distribute source code that you have created with the Software only for non-commercial, non-industrial purposes only, with a prohibition against redistribution for commercial purposes.

Except for the limited distribution rights set forth in this license, in no event may you distribute any software or code created with the Software.

Notwithstanding the terms set forth in the Agreement or Source Code License, you may distribute Source Code (as defined by the Source Code License), whether or not you have modified it, only for a non-commercial, non-industrial purpose; you may not distribute object code derived from Source Code. All other terms set forth in the Source Code License shall apply to you.

#### TestStand

If you have acquired a computer-based NI TestStand Development System License or NI TestStand Custom Sequence Editor License, you may not remotely access the Software. If you have acquired a named user NI TestStand Development System License or NI TestStand Custom Sequence Editor License, only the then-current Named User may remotely access the Software.

If you have acquired an NI TestStand Development System License or NI TestStand Custom Sequence Editor License, you may install the additional build and analysis tools shipped along with your copy of NI TestStand Development System or NI TestStand Custom Sequence Editor (such as sequence analyzer and deployment utilities) on one additional computer in your workplace for the purposes of building and testing code developed using NI TestStand Development System or NI TestStand Custom Sequence Editor. The additional computer may be a network device that makes software accessible to multiple users, provided that each user must have its own license to NI TestStand Development System or NI TestStand Custom Sequence Editor and that each user only uses the build and analysis tools for the code building and testing purposes permitted in this paragraph.

## **ADDENDUM G – U.S. Government End User Terms**

This Addendum G applies to the Software and subscription services that NI provides to U.S. Government agencies ("Ordering Activity") or where an Ordering Activity is the end user. Pursuant to FAR 12.212(a), to the extent that any portion of the Agreement are inconsistent with the Federal law, they shall be deemed deleted and unenforceable against the Ordering Activity. In the event of a conflict between other terms in the Agreement and terms in this Addendum G, the terms in this Addendum G shall govern.

1. **Acquisition of Commercial Items.** The NI Software is a commercial item as defined by the Federal Acquisition Regulation ("FAR") 2.101 and are licensed to Ordering Activity under the applicable terms of FAR Part 12, "Acquisition of Commercial Items" and/or DoD Federal Acquisition Regulation Supplement ("DFARS") 227.7202, "Commercial computer software and commercial computer software documentation." Any use, modification, reproduction, release, performance, display, or disclosure by Ordering Activity shall be governed solely by, and prohibited, except as expressly permitted under, the terms of the Agreement.
2. **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)), the validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the Federal laws of the United States, specifically including applicable limitations periods. In the absence of a statutory provision expressly authorizing an equitable remedy, clauses in the Agreement referencing equitable remedies are deemed not applicable to Ordering Activity's delivery order and are therefore deemed revised to the limited extent necessary to conform. The Ordering agency shall not be required to pay attorneys' fees or other litigation costs except to the extent expressly authorized by statute.
3. **Ordering Activity Indemnities.** All clauses in the Agreement requiring indemnities by the Ordering Activity are deemed revised to the limited extent necessary to conform with the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), unless such indemnities are otherwise expressly authorized by statute or agency regulations and procedures.
4. **NI Indemnities.** To the extent a clause in the Agreement (1) contravenes the Department of Justice's right (28 U.S.C. 516) to represent Ordering Activity in any case and/or (2) requires that Ordering Activity give sole control over the litigation and/or settlement, such portion of the clause is deemed to be deleted.
5. **Renewals.** All clauses in the Agreement that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) prohibition on automatic renewal are deemed revised to the limited extent necessary to conform with the Anti-Deficiency Act.
6. **Future Fees or Penalties.** All clauses in the Agreement which require the Ordering Activity to agree in advance to pay fees or penalties in excess of the delivery order price are deemed unenforceable against the Ordering Activity except to the extent that such fees are specifically authorized by the Prompt Payment Act or the Equal Access To Justice Act.
7. **Dispute Resolution and Venue.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes.