

## NATIONAL INSTRUMENTS SOFTWARE LICENSE AGREEMENT

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

1. Definitions. As used in this Agreement, the following terms have the following meanings:
  - A. "You." Means you the individual using the SOFTWARE as well as your employer if you are using the SOFTWARE within the scope of your employment.
  - B. "NI." Means (i) National Instruments Corporation, a company organized under the laws of the State of Delaware, U.S.A., if the SOFTWARE is manufactured in the U.S.A.; (ii) National Instruments Ireland Resources Ltd., a company organized under the laws of the Republic of Ireland, if the SOFTWARE is manufactured in the Republic of Ireland or the SOFTWARE is DataFinder Server Edition, DIAdem, DIAdem Clip, DIAdem Insight, or DASyLab; and (iii) National Instruments Europe Kft, a limited liability company organized under the laws of Hungary, if the SOFTWARE is manufactured in Hungary. 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).
  - C. "Software." Means the computer software programs provided with this Agreement and which are being installed together with all accompanying documentation, utilities, and driver interface software. If the SOFTWARE is part of a NI suite product, the term SOFTWARE means all of the applicable NI software programs comprising the applicable suite (including all accompanying documentation, utilities, and driver interface software) you have acquired. SOFTWARE includes all Upgrades that may be provided by NI and all Multiple Access Software. Driver interface SOFTWARE means the installed combination of any National Instruments driver interface binary code (e.g., any combination of NI-488, NI-488.2, NI-DAQ, NI-VXI, NI-VISA, etc.) as may be installed on your computer.
  - D. "Upgrade." Means any supplemental or replacement code for computer software you have previously licensed from NI.
  - E. "Authorized Applications." Means only those applications that you create with development versions of the SOFTWARE that you have validly licensed. Notwithstanding the foregoing, any application created with the SOFTWARE acquired under an evaluation license is not an Authorized Application.
  - F. "Academic Institution." Means a degree-granting educational institution.
  - G. "Student." Means an individual enrolled (or taking continuing education classes) at an Academic Institution.
  - H. "Term." Means the period of time specified in the product description during which you are validly licensed to use the SOFTWARE unless this Agreement is terminated earlier by NI or you as provided herein.
  - I. "Software Service." Means the maintenance and technical support associated with the SOFTWARE or other software services program, in each case lasting for the duration of time identified in the applicable quote or other offer documentation. The program is further described in the documentation

provided with the Software Services membership or, in the case of a VLP license, in the VLP Documentation.

- J. "Computer" or "computer." Refers to one computer or, if the SOFTWARE is being used in connection with a virtual machine, one virtual machine on one computer.
2. Grant of License. In consideration of payment of the applicable fees to NI, NI is willing to provide you with a limited, non-exclusive right to use the SOFTWARE, but only pursuant to the terms and conditions of this Agreement. The SOFTWARE is in "use" when loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, DVD-ROM, network storage device, or other storage device). Unless you have acquired a concurrent use license or as expressly provided under the named user license, floating, concurrent, or shared use is not permitted under this Agreement. The specific use rights granted you are as follows and depend upon the type of license you have acquired:
- A. Named User License. If you have acquired a named user license, you must designate in writing (through the NI registration process) one (1) named user for the license (the "Named User"). The SOFTWARE may be installed on up to three computers in a single workplace of the designated Named User. Only the designated Named User, however, may use or otherwise run the SOFTWARE and the SOFTWARE may not be run concurrently (i.e., it may only be launched on one computer at a time). At your discretion, you may convert a named user license to a single seat license whereupon the SOFTWARE may only be installed and used on one (1) computer in your workplace. While all of the SOFTWARE must be installed and used on the same computer under a single seat license, there is no limitation on the number of your personnel that may access and use the Software on such computer; provided, however, that the SOFTWARE may not be run concurrently (i.e., only one instance of the software can be launched on one computer at a time). Regardless of whether the software is used under a named user license or a single seat license, in no event may any of the SOFTWARE be installed or used on a network storage device. If you have a VLP license (as defined below) and you want to convert named user licenses to single seat licenses, you must give written notice to NI so that NI can send you a new license file reflecting the revised number of named user licenses. You may transfer a named user license to another designated user provided that no more than four (4) such transfers may occur per year. Once a designated Named User has transferred their license to a new user, such new user must reregister with NI the named user license in their own name.
- B. Volume/VLP License. If you have acquired the right to use the SOFTWARE for multiple users under the Volume License Program license ("VLP"), you shall install and use the Volume License Manager software tool ("VLM") provided to you by NI and you may distribute the master installation disk(s) containing the SOFTWARE for internal installation and use only on those computers located at the Site(s). As part of the VLP, you will receive the Software Services for the SOFTWARE identified in the applicable VLP Documentation (defined below). The "Notes" sub-section below contains important information and additional terms regarding the VLP.
- C. Concurrent Use License. If you have acquired a concurrent use license, you may install the SOFTWARE for use by Authorized Users at the Sites; provided, however, in no event may the number of Authorized Users who are accessing and/or using any of the SOFTWARE at the same time (i.e., concurrent users) exceed the Maximum Number of Seats which you have purchased. You agree that you will also use license-manager software and the license file provided by NI that controls end-user access to the SOFTWARE to ensure compliance with the foregoing. Your concurrent use license will automatically terminate if the number of concurrent users of the SOFTWARE at any time exceeds the Maximum Number of Seats which you have purchased. If you do not timely renew your Software Service, should you later desire to obtain Upgrades for the software, you may be required to pay NI an applicable Upgrade fee for each such seat. As used herein, the term Authorized Users means end-users at the Sites who use the SOFTWARE; the term Sites means your facility to which NI initially delivered the SOFTWARE and all of your facilities within the same country and the term Maximum Number of Seats means the number of seats you have acquired as designated in the applicable quote or other documents provided to you by NI. For purposes of the concurrent use license, all facilities located in a member of the North American Free Trade Agreement or South America shall be considered located in the same country, all facilities located in Iceland, Norway, Switzerland, Africa or any member country of the European Union shall be considered located in the

same country, and all facilities located in Asia shall be considered located in the same country.

- D. Multiple Access License. If the SOFTWARE you are using is: (i) NI's SDS software, (ii) NI's NI-488.2 software for GPIB-ENET or GPIB-ENET/100, or (iii) NI's FieldPoint Explorer software (individually or collectively, "Multiple Access Software"), you may install and use the SOFTWARE (including any or all versions thereof as provided by NI) on any number of computers or storage devices in your workplace solely for the purpose of accessing NI's serial device server hardware product in the case of NI's SDS software, solely for the purpose of accessing Ethernet to GPIB controllers in the case of NI's NI-488.2 software for GPIB-ENET or GPIB-ENET/100, and solely for the purpose of accessing FieldPoint serial or Ethernet network modules in the case of NI's FieldPoint Explorer software.
- E. Debug License. If you have acquired a debug license, you must have licensed the applicable SOFTWARE components (as identified below) under a separate named user or volume license with NI and you may now under the debug license install such SOFTWARE components on one (1) additional target production computer (for each debug license acquired). Each of the applicable components must be used on the same target production computer and solely for debug purposes only. In no event may you use the components for developing new programs (e.g., test sequences/modules, virtual instruments, etc.). Your debug license will immediately terminate should you use the components on more than one (1) target machine per each debug license or in any manner other than for debugging existing programs. If the SOFTWARE is NI TestStand, then the applicable components are: (i) the NI TestStand runtime execution engine for executing your sequences and the complete NI TestStand sequence editor development environment; and (ii) one (1) copy of LabVIEW and applicable software toolkits; and (iii) one (1) copy of LabWindows/CVI and applicable software toolkits. If the SOFTWARE is LabVIEW, then the applicable component is one (1) copy of LabVIEW and applicable software toolkits. If the SOFTWARE is a LabVIEW module, then the applicable component is one (1) copy of any of the following: LabVIEW DSC, LabVIEW Real-Time, LabVIEW FPGA, or LabVIEW PDA. If the SOFTWARE is LabWindows/CVI, then the applicable component is one (1) copy of LabWindows/CVI and applicable software toolkits.
- F. Academic Licenses.
- (1.) Student Edition License. If the SOFTWARE is a student edition, you must (i) be a Student, (ii) have acquired a student edition license, and (iii) only use the SOFTWARE for personal education purposes and not for any other purpose, including without limitation research, professional, commercial, or industrial purposes. You understand and agree that your license will automatically expire after the duration of your enrollment in an Academic Institution unless otherwise expressly specified by NI in writing.
- (2.) Primary and Secondary School License. If you have acquired a primary and secondary school license, you may use the SOFTWARE solely for educational purposes in your primary and secondary school. Primary and secondary schools are defined as levels K-12 and International Standard Classification of Education (ISCED) levels 0-3. You may install the SOFTWARE on no more than the number of computers specified by NI in writing in the applicable quote or other offer documents. The foregoing rights apply to a single school or campus and do not extend to an entire school district. You may distribute VIs and executables created with the SOFTWARE that is properly installed on computers located within your campus, school, or department as indicated in the applicable quote or other offer documents; provided (i) you comply with all the terms and conditions in this Agreement regarding such distribution and (ii) such distribution is only to other primary and secondary schools and for educational purposes only. The foregoing are your only distribution rights under a primary and secondary school license. Notwithstanding anything in the Agreement to the contrary, in no event may you distribute any applications (including VIs and executables) created with the SOFTWARE other than as expressly permitted in this document. Any use of the SOFTWARE under a primary and secondary school license for research, commercial, or industrial purposes is prohibited. The Term of this license may be either term-based or perpetual depending on the option purchased.
- (3.) Academic Teaching License. If you have acquired an academic teaching license, you may

use the SOFTWARE solely for instructional purposes in your department, college, or on a specific university campus, in each case, of an Academic Institution, depending on the option selected in the applicable purchase order submitted to NI. A use will be considered as one for "instructional purposes" if such use meets either of the following criteria: (i) a common exam is given to Students at the end of a semester or other academic period and the exam relates (in whole or part) to the Students' use of the SOFTWARE or (ii) homework or similar projects requiring the use of the SOFTWARE are used for grading in lieu of an exam. You may install the SOFTWARE on no more than the number of computers specified by NI in writing in the applicable quote or other offer documents. You may distribute VIs, executables, and related documentation created with the SOFTWARE; provided (i) you comply with all the terms and conditions in this Agreement regarding such distribution and (ii) such distribution is for academic purposes only. Except for the foregoing limited distribution right, in no event may you distribute any software deliverables created with the SOFTWARE under an academic teaching license without the prior written approval of NI. Without limiting the generality of the foregoing, any use of the SOFTWARE for research, commercial, or industrial purposes under this Agreement is prohibited. The Term of your academic teaching licenses may be either term-based or perpetual depending on the option purchased.

- (4.) Academic Research Option. If you have acquired an academic research license, you may use the SOFTWARE solely for academic research, teaching, and educational purposes in your department, college, or on a specific university campus, in each case, of an Academic Institution, depending on the option selected in the applicable purchase order submitted to NI. You may install the SOFTWARE on no more than the number of computers specified by NI in writing in the applicable quote or other offer documents. You may distribute VIs, executables and related documentation created with the SOFTWARE; provided (i) you comply with all the terms and conditions in this Agreement regarding such distribution and (ii) such distribution is for academic purposes only. Except for the foregoing limited distribution right, in no event may you distribute any software deliverables created with the SOFTWARE under an academic research license without the prior written approval of NI. Without limiting the generality of the foregoing, any use of the SOFTWARE for commercial or industrial purposes under this Agreement is prohibited. This license shall automatically terminate at the end of the applicable Term. You must purchase Software Service for the SOFTWARE to maintain the license.

- G. Evaluation License: Pre-Release Software. If you have acquired an evaluation license, you may install and use the SOFTWARE on computers in your workplace for internal evaluation purposes only. Your license is for your own internal use only. Therefore, notwithstanding anything in this Agreement to the contrary, you may not distribute or transfer any applications you create with the SOFTWARE. You also agree to use reasonable efforts to provide feedback to NI regarding your use of the SOFTWARE, including promptly reporting to NI errors or bugs that you might find. Any such feedback you disclose to NI, including but not limited to any changes or suggested changes to NI's current or future products and services (collectively "Feedback"), shall be received and treated by NI on a non-confidential and unrestricted basis, notwithstanding any restrictive or proprietary legends to the contrary accompanying or otherwise associated with the Feedback. You hereby grant to NI a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, and modify Feedback for any purpose, including but not limited to incorporation or implementation of such Feedback into NI products or services, and to display, market, sublicense and distribute Feedback as incorporated or embedded in any product or service distributed or offered by NI. You also acknowledge and agree that the **SOFTWARE IS EVALUATION ONLY AND/OR PRE-RELEASE SOFTWARE. AS SUCH, THE SOFTWARE MAY NOT BE FULLY FUNCTIONAL AND YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. NI WILL NOT UPDATE THE SOFTWARE, NOR WILL NI SUPPORT THE SOFTWARE. THE SOFTWARE MAY CONTAIN CODE THAT WILL, AFTER A CERTAIN TIME PERIOD, DEACTIVATE THE SOFTWARE AND RENDER THE SOFTWARE UNUSABLE. ALTHOUGH THE SOFTWARE WILL ATTEMPT TO WARN YOU OF THE TIME-FRAME IN WHICH IT WILL BE DISABLED, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE DEACTIVATED OR RENDERED UNUSABLE WITH OR WITHOUT WARNING.** Upon such deactivation, this Agreement will be considered terminated. Prior to deactivation of the SOFTWARE, you may contact NI to convert your evaluation license for the SOFTWARE to a named user license by paying to NI the applicable license fee and obtaining from NI the applicable authorization code(s). NI

may (in its sole discretion and upon notice to you) terminate the evaluation license, whereupon this Agreement will be considered terminated. If the SOFTWARE consists of pre-release software and is also covered by an alpha/beta license (the "Beta Agreement") between you and NI, the terms and conditions of the Beta Agreement, which are incorporated herein by reference, shall also apply to your use of the SOFTWARE. In the event of a conflict between this Agreement and the Beta Agreement, the terms of the Beta Agreement shall control.

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

- (1.) Program Requirements. You shall designate a separate Software Administrator for each Site and shall promptly notify NI in writing of any changes to the Software Administrator(s). NI will deliver the master installation disks for the SOFTWARE and the NI VLM to the Software Administrator(s). The NI VLM shall be installed and used in accordance with the documentation that accompanies it. If you have existing individual, single seat or named user licenses for the SOFTWARE that are to be covered by the VLP, (i) you shall notify NI in writing of the product, platform, and serial number information for each such license, (ii) each such license shall (as of the VLP Effective Date) no longer be in effect and shall be superseded by the VLP, and (iii) all individual serial numbers for each such license shall be cancelled and replaced by a single, common serial number assigned to the VLP. Regarding Software Service, NI reserves the right to restrict Software Service to the then most current version of the SOFTWARE that is commercially available.
- (2.) Activity Compliance Logs. You shall ensure an Activity Compliance Log for each Site is provided to NI promptly (but in no event later than fifteen (15) days) following: (i) the annual anniversary of the VLP Effective Date during the Term of the VLP and (ii) the VLP Termination Date. NI may upon notice to you inspect the Site(s) and applicable records in order to verify the accuracy of the Activity Compliance Logs. You shall pay any verified underpayments to NI within thirty (30) days of receipt of a written notice of such underpayments. Further, if you have underpaid, NI may require you to pay for any reasonable out-of-pocket costs actually incurred by NI in verifying the underpayment.
- (3.) Purchase Orders; Invoices. You shall submit purchase orders to NI as follows:
  - a. in the amount of the Activation Fee within the time-frame specified in the quote provided by NI to you for the VLP;
  - b. in the amount of the Additional Named User Fees with each Activity Compliance Log; and
  - c. in the amount of the VLP Renewal Fees with each annual Activity Compliance Log if you desire to renew the VLP.

Software Services are required for each Named User, are charged on an annual basis, and will only be pro-rated in those instances where you submit purchase orders and pay the applicable Additional Named User Fees prior to the date the SOFTWARE is installed for each additional Named User. All invoices shall be paid within thirty (30) days of the date you receive them.

- (4.) VLP Term. The initial Term of the VLP will start on the VLP Effective Date and continue for a period of one (1) year. You may renew the VLP for additional one (1) year periods. Should you desire to renew the VLP for an additional one (1) year period, you must provide to NI at least sixty (60) days before the end of the then current Term a current Activity Compliance Log so that the number of named users who use the Software may be determined. NI will then provide you with a quote for Software Services for the renewal period (the "VLP Renewal Fee"). NI reserves the right to revise the VLP Renewal Fee (as applicable) to reflect additional copies of the Software used and not reflected in the Activity Compliance

Log you provided to NI at the time you desired to renew. The VLP will be renewed for an additional one (1) year period each time you issue to NI a purchase order for the VLP Renewal Fees no later than sixty (60) days following the annual anniversary of the VLP Effective Date. **IF YOU DO NOT ISSUE A TIMELY PURCHASE ORDER FOR THE SOFTWARE SERVICES, THE VLP WILL AUTOMATICALLY AND IMMEDIATELY TERMINATE. THE SOFTWARE AND NI VLM CONTAIN CODE THAT WILL, FOLLOWING TERMINATION OF THE VLP, DEACTIVATE YOUR ABILITY TO USE THE SOFTWARE UNDER THE VLP. ALTHOUGH THE NI VLM MIGHT ATTEMPT TO WARN YOU OF THE TIME-FRAME IN WHICH YOUR ABILITY TO ACCESS AND USE THE SOFTWARE WILL BE DISABLED, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE AUTOMATICALLY DEACTIVATED OR RENDERED UNUSABLE WITH OR WITHOUT WARNING UPON THE TERMINATION OF THE VLP. UPON TERMINATION OF THE VLP, (I) NI SHALL NO LONGER PROVIDE ANY SOFTWARE SERVICES FOR THE SOFTWARE UNDER THE VLP, (II) EACH USE OF THE SOFTWARE FOR WHICH YOU HAVE PAID APPLICABLE NAMED USER FEES WILL AUTOMATICALLY (WITHOUT FURTHER ACTION ON NI'S PART) BE CONVERTED TO A SINGLE NAMED USER LICENSE, AND (III) YOU WILL BE REQUIRED TO PAY NI AN APPLICABLE ACTIVATION FEE SHOULD YOU LATER DESIRE TO RENEW THE VLP. NI WILL ATTEMPT TO PROVIDE YOU WITH AN UPDATED LICENSE FILE FOLLOWING TERMINATION OF THE VLP THAT WILL PERMIT YOU TO CONTINUE TO USE THE APPLICABLE NUMBER OF NAMED USER LICENSES FOR THE SOFTWARE. IT IS YOUR RESPONSIBILITY, HOWEVER, TO OBTAIN THIS LICENSE FILE FROM NI AND TO INSTALL AND USE THE LICENSE FILE TOGETHER WITH THE NI VLM SO THAT YOU MAY CONTINUE TO ACCESS AND USE THE APPLICABLE NUMBER OF NAMED USER LICENSES. FURTHER, SHOULD YOU LATER DESIRE TO OBTAIN UPGRADES FOR THE SOFTWARE, PURCHASE SOFTWARE SERVICES FOR THE SOFTWARE, OR OBTAIN INDIVIDUAL SERIAL NUMBERS FOR APPLICABLE NAMED USER LICENSES OF THE SOFTWARE, YOU WILL BE REQUIRED TO PAY NI AN APPLICABLE FEE FOR EACH SUCH NAMED USER LICENSE.**

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

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

"Activity Compliance Logs" are the reports and other applicable information generated by the NI VLM.

"Additional Named User Fees" means the fees (i.e., one-time license and annual fees for Software Services) for each Named User who installs (i.e., uses) the SOFTWARE during the Term of the VLP beyond the number of initial named users. The Additional Named User Fees for the first year of the VLP are set forth in the written quotation from NI.

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

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

"Software Administrator(s)" are the individuals at the Site who are responsible for administering the VLP. Each Software Administrator is responsible for distributing and overseeing the installation and use of the master installation disks for the SOFTWARE and the NI VLM.

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

"VLP Effective Date" means the date the VLP Welcome Kit is sent to you.

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

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

Additionally, the use of the SOFTWARE is intended only for use with content owned by the user, public domain content or properly licensed content. You may require a patent, copyright, or other license from a third party to create, copy, download, record or save content files for use with this SOFTWARE or to serve or distribute such files to be used with the SOFTWARE. You agree that you shall only use the SOFTWARE and documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the SOFTWARE and documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights. You may not use the SOFTWARE in an attempt to, or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

5. Transfer. If you have a named user license or if the SOFTWARE is Multiple Access Software, you may transfer the SOFTWARE to a third party 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 all Upgrades 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 SOFTWARE. If you have a volume license, a concurrent use license, an academic license, a student edition license, or a debug license, the license is non-transferable and you may not distribute or otherwise provide the SOFTWARE to any third party or (with respect to a volume license) to any of your sites or facilities not expressly identified in the applicable documents from NI.

6. Upgrades. If the SOFTWARE is an Upgrade, you may only use the SOFTWARE if you have (at the time you receive the Upgrade) a valid license to use the pre-existing SOFTWARE. Further, the license agreement accompanying the Upgrade (the "Upgrade License") applies to your use of the Upgrade. Provided that, in all instances (of both the pre-existing SOFTWARE and the Upgrade SOFTWARE), the SOFTWARE is only installed and used on the total number of computers allowed by the applicable license. You may continue to use the pre-existing SOFTWARE in accordance with one of the following, which you may (at your discretion) elect: (i) pursuant to and in accordance with the license that accompanied the pre-existing SOFTWARE or (ii) pursuant to and in accordance with the Upgrade License.
7. Home Usage Exception. Notwithstanding anything in this Agreement to the contrary, if you are a business or other entity, the designated Named User for (or in the case of single seat license, the primary user of the single computer on which the SOFTWARE is installed and used under) the applicable license may also install and use the SOFTWARE on one (1) computer located in such user's home; provided the use of the SOFTWARE: (i) is pursuant to one of the licenses enumerated in Section 2 above (other than a concurrent use license) and (ii) on such home computer is limited to work performed in the scope of such person's employment with you and further provided such person promptly deletes the SOFTWARE from the home computer upon the termination of his or her employment with you or termination of this Agreement (whichever is earlier). Notwithstanding the foregoing, If you have a concurrent use license, this Home Usage Exception does not apply to you.
8. Modifications of Driver Interface Software. Driver interface SOFTWARE may not be amended, modified, or supplemented with any additional code except for the purpose of further configuring the driver interface SOFTWARE for use with hardware of National Instruments Corporation.
9. Multiple Versions (CD-ROM/DVD-ROM Media). If the SOFTWARE is distributed on a CD-ROM or DVD-ROM containing multiple versions of the SOFTWARE for use with different operating systems, you may only use one version of the SOFTWARE. The foregoing limitation does not apply to Multiple Access Software.
10. Software/Hardware Key. If the SOFTWARE requires a software key code or a hardware key, you acknowledge that the SOFTWARE will not function without a certain, unique software key code or hardware key. This software key code or hardware key will be furnished to you by NI and you agree that such software key code and hardware key is to be used solely with the SOFTWARE for which it is provided. While NI may (in its sole discretion) provide you with the applicable key prior to receipt from you of the applicable license fees, you will remain obligated to pay such fees to NI.
11. Copyright; No Other Licenses. The SOFTWARE is owned by NI or its suppliers and is protected by applicable copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material. You may, however, copy the SOFTWARE solely for backup or archival purposes. All rights not expressly granted to you in this Agreement are reserved to NI. Further, and without limiting the foregoing, no license or any right of any kind (whether by express license, implied license, the doctrine of exhaustion, or otherwise) is granted under any NI patents (whether identified herein or not) or other intellectual property right of NI with respect to any other product(s) of NI or of any third party, including without limitation, the right to use any of these other products.
12. Patent and Trademark Notice. For patents covering National Instruments products, refer to the appropriate location: **Help»Patents** in your software, the patents.txt file on your CD-ROM, DVD-ROM, or ni.com/patents. National Instruments, NI, ni.com, and LabVIEW are trademarks of National Instruments Corporation. Refer to the *Terms of Use* section on ni.com/legal for more information about National

Instruments trademarks. Further, all other product and company names used herein are (or may be) trademarks or trade names of their respective companies.

13. Application Deployment. You may distribute or otherwise make available Authorized Applications (including applicable runtime engines for the SOFTWARE and applicable driver interface SOFTWARE that you may include as part of or together with your Authorized Applications) provided you comply with each of the requirements set forth in sub-sections (A) and (B) below:

A. Distribution Requirements.

- (1.) You include the following copyright notice "Copyright © [yr] National Instruments Corporation. All Rights Reserved" in the Authorized Application's About Box and in the applicable written documentation distributed with each copy of the Authorized Application (you may include your own copyright notice with the foregoing notice);
- (2.) You do not use NI's name, logo, or trademarks to market your Authorized Application without NI's express prior written permission;
- (3.) You agree to indemnify, hold harmless, and defend NI from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your application, **AND EVEN IF DUE IN PART TO NI'S CONCURRENT NEGLIGENCE OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT; 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;** and
- (4.) You conform to the requirements described in the SDKLIC.TXT or the other applicable files if you are using Microsoft SDK files or other third party files.
- (5.) If you distribute run-time engines for the SOFTWARE or driver interface SOFTWARE with your Authorized Application, you must pass through to your end users either this Agreement, or your own license agreement, which is substantially in accordance with this Agreement, with restrictions against allowing your end users to (i) reverse engineer, decompile, or disassemble the SOFTWARE (except to the extent such foregoing restriction is expressly prohibited by applicable law); (ii) sub-license, lease, or rent the SOFTWARE; (iii) distribute in part, modify, or create derivatives of the SOFTWARE; (iv) amend, modify, or supplement driver interface SOFTWARE with any additional code except for the purpose of further configuring the driver interface SOFTWARE for use with hardware of National Instruments Corporation; and (v) directly or indirectly, export, re-export, download, or ship the SOFTWARE in violation of the laws and regulations of the U.S.A.

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370406K-01

June 2007