NATIONAL INSTRUMENTS SOFTWARE LICENSE AGREEMENT

SYSTEMLINK

This Agreement together with all of its attachments and the Enterprise Software Solution Documentation, which may include, inter-alia, an applicable Quote, made by National Instruments Corporation and its affiliates ("NI") and the customer identified in the Quote (the "Customer") contain the entire agreement of the parties relating to its subject matter, and supersede all previous agreements, negotiations and proposals between the parties relating to this subject matter. Capitalized terms used and not defined herein shall have the meanings given to such in the Quote. The terms and conditions detailed herein are only applicable to the Software as defined below.

BY EXECUTING THE APPLICABLE QUOTE, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. "Quote" means the quotation or similar ordering document issued by NI to Customer for the purchase of a Software license, and which references, hyperlinks to, or otherwise incorporates by reference, this Agreement.

The terms of this Agreement apply to the computer software and other code provided with this Agreement, all updates or upgrades to the software that may be provided later by NI as part of any maintenance, technical support, or other services program for the software, including during any renewal term, unless such update, upgrade, or renewal comes with separate software license terms, and all accompanying documentation and utilities (collectively "Software"). The term "Software" does not include certain third party software that NI provides to Customer but that is subject to separate license terms either presented at the time of installation or otherwise provided with the Software ("Third Party Software") and Software does not include Source Code, which is defined in and licensed pursuant to the terms available at https://www.ni.com/en-il/about-ni/legal/software-license-agreement.html.

1. Grant of License; Restrictions

A. In consideration of, and conditioned upon, Customer's payment of any applicable fees to NI and subject to the terms set forth in this Agreement, National Instruments Corporation or National Instruments Ireland Resources Ltd. ("NI"), as applicable depending on the country of manufacture, hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right and license to install and use the Software internally on its systems. The Software (but not the nodes managed by the Software) must be administered and managed in the country from which the license was purchased or within the European Union if the license was purchased in the European Union.

Unless otherwise provided in this Agreement (including without limitation the Quote) or in the applicable documentation provided by NI to Customer, the term of the License ("License Term") is specified in the Quote.

The Software is for Customer's internal use only; provided, however, Customer may manage or monitor nodes on behalf of third parties and may use application programming interfaces included with the Software to create interfaces from the nodes to the Software.

B. Restrictions. Customer must not violate any applicable laws in Customer's use of the Software. As a condition to the License, and unless and only to the extent that this Agreement expressly permits, Customer must not

(i) modify, translate, port or create derivatives of the Software;
(ii) install or use the Software in a floating, concurrent, or any other shared context (not including access to the Software from a web browser) except for transfers between Customer's authorized users;
(iii) distribute or otherwise make the Software or any password, key, or other access code for the Software available to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment);
(iv) reverse engineer, decompile, or disassemble, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of the Software, unless and only to the extent that applicable law expressly prohibits this restriction;
(v) defeat or work around any access restrictions or encryption in the Software, unless and only to the extent that applicable law expressly prohibits this restriction;
(vi) sublicense, lease, lend, or rent the Software; or
(vii) remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are NI or a third party's.
(viii) employ any hardware, software, device, or technique to pool connections or reduce the number of users or endpoints that access or use the Software (sometimes referred to as 'virtualisation', 'multiplexing' or 'pooling');
(ix) publish or disclose (without NI's prior express written approval) any of the results of stress test, penetration test, or vulnerability scanning or other performance data of the Software;

C. Customer's use of the Software must also be in accordance with the applicable documentation that accompanies the Software and not in any manner that circumvents or is intended to circumvent such documentation or the intent of this Agreement. Without limiting the generality of the foregoing, Customer shall not use any technical or other means within, or external to, the Software to exceed or circumvent the License scope.

D. Unless specified otherwise in the Quote, the Software will be delivered to Customer electronically. The Software shall be deemed accepted by Customer upon delivery.

E. Customer may make a reasonable number of copies of the Software solely for backup or archival purposes and a reasonable number of copies of the documentation that accompanies the Software solely for Customer's internal use in connection with Customer's use of the Software. The Software must be promptly uninstalled from Customer's computers upon the earlier of expiration of the License Term or termination of this Agreement.

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

Addendum A Evaluation License; Pre-Release Software Terms

3. Third Party Contractors. Customer's third party contractors may access and use the Software, provided that they do so solely for Customer's benefit, they agree to use the Software solely in accordance with the terms of this Agreement, and Customer agrees to remain liable to NI for any acts and omissions of such contractors (including without limitation any breach by Customer's contractors of this Agreement).

4. Software Services. If Customer have purchased a perpetual license, Customer may be required to purchase upgrades or maintenance, technical, or other services for the Software ("Software Services") separately. Except as otherwise provided under a special license type or license program, if Customer have purchased a term license, the fee for Software Services is included within the fees quoted for the entire License Term.

5. License Term; Termination and Expiration

A. Subscription License Model. Unless otherwise specified in the Quote, Customer's License is a term-based license (also referred to as a “subscription license”), the License Term will commence on the date of Customer's invoice and, unless terminated pursuant to the provisions in this Agreement or Customer's Quote specifies otherwise.

(ii) Upon expiration of the License Term, Customer's Subscription License will automatically renew for an additional year, unless either party notifies the other at least thirty (30) days prior to the commencement of the renewal term that it wishes not to renew. The price for a renewal may change from time to time at NI's discretion. In such event, NI will provide Customer with an updated quote at least sixty (60) days prior to the termination of the current License Term. If Customer do not agree to the new price, Customer may provide notice of intent not to renew thirty (30) days prior to the commencement of the renewal License Term.

B. Perpetual License Model. Only if Customer have purchased a License and the License is specified in the Quote as "Perpetual", Customer's License, and accordingly the License Term, will be perpetual and, unless terminated pursuant to the provisions herein, Customer have the right to use the Software in accordance herewith indefinitely ("Perpetual License").

C. Term of Agreement. Unless terminated earlier in accordance herewith, this Agreement remains in effect for the duration of the applicable License Term (the "Term").

D. Termination. NI conditions its License grant on Customer complying with the terms set forth in this Agreement, and this Agreement will automatically terminate, immediately and without prior notice, if Customer fail to comply with its terms.

E. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, regardless of the reason, the License grants contained herein will terminate and Customer must immediately cease all access
9. Software/Hardware Key: Prior Access. Customer agrees to use any software key codes or hardware keys provided by NI solely with the Software for which it is provided. While NI may in its sole discretion provide Customer with the applicable key or other access to use the Software prior to receipt from Customer of the applicable license fees, Customer will remain obligated to pay such fees to NI.

10. Copyright: No Other Licenses. The Software, all copies of the Software, related contents, and all rights therein, are licensed and not sold. All rights, title, and interest (including without limitation all intellectual property rights) in and to the Software (as well as all copies of the Software and related contents) are exclusively owned by NI (or its suppliers and licensors, as applicable). The Software, all copies thereof and related content are protected by applicable copyright laws and international treaty provisions. All rights not expressly granted to Customer in this Agreement are reserved to NI (or its suppliers and licensors, as applicable). Further, and without limiting the foregoing, no license or any right of any kind, whether by express license, estoppel, 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 of NI or of any third party, including the right to use any such other product.

11. Patent and Trademark Notice. For patents covering National Instruments products, refer to the appropriate location: Help»Patents in the Software, the patents.txt file included with the Software (such as on the installation media on which the Software was distributed to Customer), or ni.com/patents. National Instruments, NI, ni.com, and SystemLink are trademarks of National Instruments Corporation. Refer to ni.com/trademarks for more information about National Instruments trademarks. All other product and company names mentioned herein are or may be trademarks or trade names of their respective companies.

12. Limited Warranty. NI warrants, for Customer's benefit alone, that for a period of ninety (90) days from the date the Software is shipped to Customer or, if downloaded, from the date the Software is first downloaded by Customer, (i) the Software will perform substantially in accordance with the performance specifications set forth in the documentation that accompanies the Software and (ii) the installation media on which NI provides the Software (if any) will be free from defects in materials and workmanship under normal use and service (collectively, the "Limited Warranty"). Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Some jurisdictions do not allow exclusion of or limitation on duration of an express or implied warranty or limitation on any applicable statutory rights of a consumer, so the above limitations may not apply to Customer; in such event, such warranties are limited to the minimum warranty period allowed by applicable law. The Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, improper calibration by Customer, third party products (either hardware or software) used by Customer that are not intended by NI for use with the Software, utilization of an
improper hardware or software key, or unauthorized maintenance of the Software.

13. **Customer Remedies.** NI's sole obligation and liability, and Customer's sole remedy, with respect to the foregoing Limited Warranty will be to, at NI's option, repair or replace the Software or return the pro-rated fees paid by Customer to NI for the Software license, in which event Customer must return or destroy all copies of the Software in accordance with NI's instructions and the License granted to Customer will terminate without liability on the part of NI by reason of such termination. NI's obligations as set forth in this Section are contingent on Customer providing NI with written notice of applicable defects during the warranty period. In addition, Customer must obtain a Return Material Authorization number from NI before returning the Software under warranty to NI, and Customer agrees to pay any expenses for shipment to and from NI.

14. **No Other Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO REPRESENTATION, WARRANTY, GUARANTEE OR CONDITIONS EITHER EXPRESS OR IMPLIED, IS MADE BY NI (OR ITS LICENSORS OR SUPPLIERS) WITH RESPECT TO THE SOFTWARE OR USE OF THE SOFTWARE, NI DOES NOT MAKE ANY WARRANTY GUARANTEE, CONDITIONS OR REPRESENTATION HEREUNDER WITH RESPECT TO ANY THIRD PARTY SOFTWARE, SOURCE CODE, OR SOFTWARE SERVICES. NI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION THAT THE SOFTWARE, THE OPERATION OF THE SOFTWARE, OR ANY RELATED SOFTWARE SERVICES, SOURCE CODE, OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE AND DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THERE ARE NO OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. NI DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET POSSESSION AND NON-INFRINGEMENT, RELATING TO THE SOFTWARE AND ANY RELATED THIRD PARTY SOFTWARE, SOURCE CODE, AND SOFTWARE SERVICES.

15. **Limitations Period.** Customer hereby agree not to bring an action to enforce Customer's remedies under the Limited Warranty for breach of warranty more than one (1) year after the accrual of such cause of action.

16. **Intellectual Property Liability.** NI will, at its own expense, defend any claim brought against Customer by a third party resulting from Customer's use of the Software, to the extent that such claim alleges that the Software infringes any patent, copyright, or trademark of such third party, and provided that such claim does not arise from (i) Customer's use of the Software in combination with equipment, devices, software, or code not made by NI; (ii) Customer's use of the Software in a manner not in accordance with this Agreement or for a purpose not intended by NI; (iii) Customer's failure to incorporate Software updates or upgrades provided by NI that would have avoided the alleged infringement; or (iv) any modification of the Software not made by NI. NI's obligations in this Section are further contingent on Customer (a) notifying NI in writing promptly upon Customer's obtaining notice of such impending claim; (b) ceding to NI full control of the defense and settlement of the claim (except that any non-monetary obligation imposed on Customer under a settlement shall require Customer's prior written consent, not to be unreasonably withheld, conditioned or delayed); and (c) Customer's fully cooperating with NI in preparing a defense. If Customer provide to NI the authority, assistance, and information NI needs to defend or settle such claim, NI will pay any final award of damages or settlement with respect to such claim and any expense Customer incur at NI's written request. NI will not be liable for a settlement made without its prior written consent. If the Software is held to be infringing of the rights stated above in this Section and the use of the Software is enjoined, NI will, or if NI believes the Software might be held to infringe a third party's intellectual property rights NI may, at its option, (i) procure for Customer the right to use the Software; (ii) replace or modify the Software with other software that does not infringe; or (iii) receive Customer's return of the infringing Software and refund to Customer the license fee payment made by Customer to NI for the Software. The foregoing states Customer's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual or industrial property right relating to the Software. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT. THE FOREGOING OBLIGATIONS WILL NOT APPLY TO ANY THIRD PARTY SOFTWARE OR TO ANY THIRD PARTY PRODUCTS INCORPORATED IN OR OTHERWISE PROVIDED WITH THE SOFTWARE, AND CUSTOMER AGREES TO LOOK TO THE APPLICABLE THIRD PARTY MANUFACTURER WITH RESPECT TO ANY CLAIMS FOR INFRINGEMENT INVOLVING THIRD PARTY SOFTWARE OR THIRD PARTY PRODUCTS.

17. **Limitation On Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NI OR ITS LICENSORS, DISTRIBUTORS, OR SUPPLIERS (INCLUDING NI'S AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES ARISING FROM LOST PROFITS, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, WASTE EXPENDITUE, BUSINESS INTERRUPTION,
LOST OR DAMAGED REPUTATION OR GOODWILL, THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES OR LOST OR CORRUPTED DATA OR SOFTWARE, EVEN IF NI OR ITS LICENSORS, DISTRIBUTORS, OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF NI OR OTHERS, AND, IN NO EVENT WILL NI'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, EXCEED THE TOTAL AMOUNT RECEIVED BY NI FOR THE APPLICABLE SOFTWARE LICENSE WITHIN TWELVE (12) MONTHS PERIOD PRECEDING ANY CLAIM. Customer acknowledge that the applicable fees and prices reflect this allocation of risk. To the extent the foregoing limitation of liability is not enforceable or fails of its essential purpose, except for liability for bodily injury or death caused by the Software in the form provided by NI or any liability not capable of being excluded by applicable law, the sole liability of NI to Customer under or in connection with this Agreement shall be limited to the greater of $50,000 (U.S.) or the license fee paid to NI for the Software.

18. HIGH-RISK USES AND CUSTOMER'S RESPONSIBILITIES

A. NI PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR TESTED FOR USE IN HAZARDOUS ENVIRONMENTS OR ANY OTHER ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL SYSTEMS; LIFE SAVING OR LIFE SUSTAINING SYSTEMS OR SUCH OTHER MEDICAL DEVICES; OR ANY OTHER SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE, OR ENVIRONMENTAL HARM. CUSTOMER 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 CUSTOMER'S USE OF THE SOFTWARE FOR HIGH-RISK USES, INCLUDING CLAIMS FOR PRODUCT LIABILITY, PERSONAL INJURY OR DEATH, OR DAMAGE TO PROPERTY, AND REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUND IN WHOLE OR IN PART ON THE ALLEGED OR ACTUAL NEGLIGENCE OF NI.

B. CUSTOMER ACKNOWLEDGE AND AGREE THAT CUSTOMER ARE RESPONSIBLE FOR TAKING STEPS TO PROTECT AGAINST PRODUCT AND SYSTEM FAILURES, INCLUDING PROVIDING BACK-UP OR SPROUT DOWN MECHANISMS. BECAUSE EACH END-USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM NI'S TESTING PLATFORMS AND BECAUSE CUSTOMER MAY USE NI PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY NI, CUSTOMER ARE ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF NI PRODUCTS FOR CUSTOMER'S INTENDED USE. CUSTOMER 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 CUSTOMER'S INCORPORATION OF THE SOFTWARE IN CUSTOMER'S SYSTEM OR APPLICATION; PROVIDED, HOWEVER, THAT CUSTOMER'S 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.

19. 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 terms are defined or used in the applicable U.S. acquisition regulations. If Customer are an agency, department, or other entity of the United States Government, the Software is licensed hereunder (i) only as a commercial item and (ii) with only those rights as are granted to all other licensees pursuant to the terms and conditions of this Agreement. Customer agrees not to use, duplicate, or disclose the Software in any way not expressly permitted by this Agreement. Nothing in this Agreement requires NI to produce or furnish technical data for or to Customer. Manufacturer is National Instruments Corporation or National Instruments Ireland Resources Ltd.

20. Compliance

A. Customer agrees to make, upon reasonable notice, all applicable records available for review by NI during normal business hours so as to permit NI to verify Customer's compliance with the terms and conditions of this Agreement. NI may, upon written notice, inspect Customer's use of the Software during normal business hours to ensure Customer's compliance with this Agreement. Further, if Customer are a business or other entity, Customer agrees that upon the request of NI or its authorized representative Customer will promptly document and certify in writing to NI that Customer's and Customer's 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 Customer of applicable fees due and payable to NI, Customer must immediately pay such amounts to NI and reimburse NI for the cost of such inspection.
B. Customer agrees 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 Customer have complied and are complying with the terms and conditions in this Agreement, including Customer's use of valid software key codes, hardware keys, or both; (iii) NI's internal product development; and (iv) providing usage reporting to Customer. 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 Customer's use of valid software key codes, hardware keys, or both.

The owner of the license may assign the license to an employee or third-party contractor ("Authorized User") within the parameters of this Agreement. The owner is 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 Customer are using the Software on behalf of an entity that has assigned the license to Customer as an Authorized User within the parameters of this Agreement, Customer are not the owner of the license. Customer understand and agree that data about Customer's 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.

21. 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 Customer 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 Customer and NI regarding use of the Software and supersedes any oral or written proposals, prior agreements, purchase orders, or any other communication between Customer 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 by 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 Customer and NI. The word "including" as used in this Agreement will be understood as meaning "including without limitation". If Customer are unable to access the internet to view any of the web pages referred to in this Agreement, Customer may request the information from Customer's 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 invalid, the offending clause will be modified so as to make it enforceable, as modified, and the remainder of this Agreement will continue in full force and effect.
E. Software is, and Third Party Software and Source Code may be, subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.), other applicable U.S. export control laws and regulations, and applicable global export control laws and regulations, including, for products exported from the European Union, the Council Regulation (EC) No. 428/2009. Customer represent and warrant that Customer 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. Customer agrees that Customer 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 Customer 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 Customer with notice of the license terms and attribution to the Third Party Software, in which case NI purposes to provide Customer 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 Customer hereunder), and to the extent any such license terms and conditions grant Customer rights that are inconsistent with the limited rights granted to Customer 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 request submitted by Customer to NI for exercising any rights Customer may have under such license terms and conditions (but NI makes no commitment on how quickly it will respond to such request).

(c) 2017-22 National Instruments. All Rights Reserved.

377232C-01

August 2022
ADDENDUM A – Evaluation License; Pre-Release Software Terms

Evaluation License; Pre-Release Software

If Customer have acquired an evaluation license, Customer may install and use the Software on one (1) computer in Customer's workplace for internal evaluation purposes only and only for the limited period of the evaluation term.

Customer 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 CUSTOMER 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 Customer and NI, the terms and conditions of the Beta Agreement, which are incorporated herein by reference, will also apply to Customer's 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.

Customer agrees to use reasonable efforts to provide feedback to NI regarding Customer's use of the Software, including promptly reporting to NI errors or bugs that Customer might find. Any such feedback Customer 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. Customer 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.