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Addendum B Special License Types

Evaluation License; Pre-Release Software

Compile-Only License (Measurement Studio)

Driver Interface Software

Multiple Access License (NI-488.2 Software for GPIB-ENET)

Concurrent Use License

Debug License

Continuous Integration License (LabVIEW)

Addendum C Volume License Program Terms

Addendum D Enterprise Program Terms

Addendum E Academic License Terms

Addendum F Product-Specific Provisions (TestStand, Measurement Studio, LabVIEW Community Edition and LabVIEW NXG Community Edition)

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- 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. 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>.

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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

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

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

You acknowledge and agree that the **SOFTWARE IS EVALUATION ONLY AND MAY ALSO BE PRE-RELEASE SOFTWARE. AS SUCH, THE SOFTWARE MAY NOT BE FULLY FUNCTIONAL AND YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. 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 internal development of Authorized Applications. You may not make additional copies of NI-VISA and NI-488.2 except for backup or archival purposes as expressly permitted in the Agreement or as expressly permitted by NI in writing. If you received the Driver Interface Software from a third party with or as part of an Authorized Application,

then you may only use the Driver Interface Software with such Authorized Application.

#### Multiple Access License (NI-488.2 Software for GPIB-ENET)

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. The limitation against using multiple versions of Software made available by NI on installation media or by download does not apply to the NI-488.2 software.

You may transfer the license to a third party in the same country in which you purchased the license, or within the European Union if you purchased the license in the European Union, provided that you notify 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 authorized users who are accessing or running any of the Software at the same time exceed the maximum number of licenses you have purchased. You agree that you will also use a 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.

#### Continuous Integration License (LabVIEW)

If you have acquired a LabVIEW continuous integration license, you must have also licensed a full version of LabVIEW under a separate license with NI. The LabVIEW continuous integration license allows you to install the LabVIEW 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 LabVIEW Software on the network device and only up to the number of licenses specified in the documentation. You may only use the LabVIEW Software for 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. In no event may you use the Software for development, with the exception of debugging the automation of continuous integration activities.

The home usage exception is not available for LabVIEW under a continuous integration license. LabVIEW under a continuous integration license is not transferable.

## **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 the date that NI sends the VLP Startup Kit to you ("VLP Effective Date"). The initial term of the VLP will start on the VLP Effective Date and continue for a period of one (1) year (the "Initial VLP Term"). You may renew the VLP for additional one (1) year periods (the Initial VLP Term and each such renewal term each referred to herein as a "VLP Term").

3. Software under the VLP may be used by your employees only on those computers located at the physical location to which NI delivers the Software unless otherwise specified in the VLP Documentation (the "Site"). The definition of "Site" will also include all of your physical locations located within the same country as the Site. In addition, (i) if your Site is located in North or South America, then all of your physical 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 physical 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 physical 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 Software Services for each individual Software license identified in the VLP Documentation and for which NI makes such Software Services available. Software Services will be described in 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 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 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 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 written 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 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.
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 license and the individual serial number for each license will, as of the VLP Effective Date, no longer be in effect and will be superseded by the licenses within the VLP, which will have a single, common serial number. You must provide NI with information reasonably requested by NI in order to establish and administer the 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. If you desire to renew the VLP, you must provide a current Activity Compliance Log to NI at least sixty (60) days before the end of the then current VLP Term. NI or its authorized affiliate will then provide you with a quote for Software Services, any fees for additional VLP licenses added during the VLP Term, including through the "Overdraft" feature, that are applicable ("Additional VLP Fees"), and any fees for new VLP licenses that you request for the renewal VLP Term (the "VLP Renewal Fees"). You must promptly notify 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 SOFTWARE SERVICES AND ANY ADDITIONAL VLP FEES THAT ARE DUE, (I) THE VLP WILL AUTOMATICALLY TERMINATE AT THE END OF THE CURRENT VLP TERM AND (II) ALL SOFTWARE SERVICES FOR THE VLP WILL AUTOMATICALLY AND IMMEDIATELY TERMINATE AT THE END OF THE THEN CURRENT VLP TERM.**
13. 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 Software Services within the time-frame specified in the quote provided to you
  - ii. for each renewal term: in the amount of VLP Renewal Fees and any Additional VLP Fees prior to the end of the then current VLP Term
14. Software Services are charged on an annual basis. Additional VLP Fees will be pro-rated on a quarterly basis, based on the quarter of the VLP Term in which the Software under such VLP license was first used or such shorter basis as 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 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 INCREASE THE NUMBER OF THE SURVIVING VLP LICENSES FOLLOWING THE TERMINATION OF THE VLP. ANY REACTIVATION OF THE VLP FOLLOWING ITS TERMINATION WILL BE AT THE SOLE DISCRETION OF 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. 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.

## **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.
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. Only software licenses subject to the academic research terms may be used for research purposes.
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. An "Academic Institution" is a degree-granting educational institution. For purposes of Student Edition licenses, an Academic Institution may also be an online education course in which the teacher is recommending or requiring the use of the Software and that has been approved by NI.
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8. Combined teaching and research licenses are subject to the terms and conditions of both teaching licenses and research licenses.
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  - 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.
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  - B. Term. The ASL will be effective the date of your order ("ASL Effective Date"). If you have purchased an ASL

with term licenses, the initial term of the ASL will start on the ASL Effective Date and continue for a period of one (1) year, unless a longer term is specified in the ASL Documentation. If no term is specified in the ASL Documentation, the licenses under the ASL (not including Student Install licenses) will be perpetual.

- 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.

Unless otherwise specified in the ASL Documentation, ASL coverage boundaries are as follows.

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Medium: Software in the ASL is accessible to up to 100 user or computers within an Academic Institution

Large: Software in the ASL is accessible on up to 250 users or computers within an Academic Institution

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

ASL licenses are for teaching, research, or teaching and 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.
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## **ADDENDUM F – Product-Specific Provisions**

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