Industrial Vibration Systems Software License Agreement

2 August 2024

Release 2024b

By downloading, installing, purchasing a license for, and/or requesting a trial license for IVS Expert, you accept the terms of the below agreement.

If you are using a free trial or an unlicenced version of the software, please assist us by providing feedback and reporting any bugs.

IMPORTANT NOTICE

THIS IS THE SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT") OF INDUSTRIAL VIBRATION SYSTEMS ("IVS") FOR THE PROGRAMS. THE PROGRAMS ARE LICENSED, NOT SOLD. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE COPYING, INSTALLING, OR USING THE PROGRAMS. FOR INFORMATION ABOUT YOUR LICENSE OFFERING, CONSULT THE PROGRAM OFFERING GUIDE PRESENTED AFTER THE AGREEMENT.

THE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU (THE "LICENSEE") AND IVS CONCERNING YOUR RIGHTS TO INSTALL AND USE THE PROGRAMS UNDER THE LICENSE OFFERING YOU ACQUIRE.

YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT TO COPY, INSTALL, OR USE THE PROGRAMS. IF YOU DO NOT ACCEPT THE LICENSE TERMS, THEN YOU MUST IMMEDIATELY STOP USING THE PROGRAMS.

1. CAPITALIZED TERMS. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the definitions ascribed to them in Article 22 below.

2. LICENSE GRANT. IVS hereby grants to Licensee, subject to the terms of this Agreement, a nonexclusive license (the "License") to:

   2.1. install and use the Programs solely on Computers controlled by Licensee, in accordance with the License Offering acquired, and solely for Internal Operations;

   2.2. use the Programs as expressly allowed in the Program Offering Guide, for instance to acquire and analyse data, consistent with the terms of the License Offering acquired;

2.3. provide reasonable access to online Documentation on Licensee's intranet, provided it is not accessible over the open Internet; and

2.4. print portions of the online Documentation (including the wiki) for reasonable internal use by Licensed Users.

3. LICENSE RESTRICTIONS. The License granted is subject to the express restrictions set forth below and any other restrictions set forth in any signed agreement between IVS and Licensee. Licensee shall not, and shall not cause or permit any other individual or entity to, directly or indirectly:

3.1. modify or create any derivative work of a Program, except as expressly permitted;

3.2. use a Program for any act which infringes copyright of a Program, for instance, by developing, producing, or testing a computer program containing a feature or functionality that is substantially similar in its expression to the expression contained in a Program;

3.3. disassemble, decompile, or reverse engineer a Program, or attempt to gain access to its method of operation or source code;

3.4. adapt, translate, copy, convert, use, test, benchmark, or determine the expression or design of, a Program or any materials derived from or generated by a Program, in order to make or distribute an application or software, a principal purpose of which, as reasonably determined by IVS, is to perform the same or similar functions as a Program or other IVS product or service or which replaces any component of a Program or other IVS product or service. Licensee shall not use a Program to compete with the products or businesses of IVS, including by distributing libraries or any form of an entire Program or Program Component;

3.5. rent, lease, or loan the Programs, use the Programs for supporting Third Parties' use of the Programs, time share the Programs, or provide service bureau or similar service use;

3.6. sell, license, sublicense, provide access, publish, display, distribute, disseminate, assign, or otherwise transfer to a Third Party the Programs or any copy thereof, or any license or other rights thereto, in whole or in part, without IVS' prior written consent, except as expressly permitted in the Program Offering Guide;

3.7. alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices or license files on or in copies of a Program or Program Component, including copies made for backup purposes;

3.8. provide access (directly or indirectly) to any Program via a web or network interface, except as expressly permitted in the License Offering;

3.9. copy, make available for copy, or otherwise reproduce the Programs except either (a) as may be required for their installation for the purpose of executing the Program in accordance with the License Offering, or (b) to make a reasonable number of copies solely for back-up purposes;

3.10. access or use IVS products or services that Licensee is not currently licensed to access or to use;

3.11. allow the Programs to be accessed or used by a Third Party except as expressly permitted in the Program Offering Guide;

3.12. disclose or transfer the activation key, login credentials, and/or license/licence file to a Third Party, or allow them to be used by a Third Party without written authorization from IVS or as permitted by the License Offering acquired;

3.13. republish the Documentation, except as expressly permitted in Article 2 of this Agreement;

3.14. create a server or automated system for the Transformation Programs without obtaining a license from IVS that expressly allows such use (see the Program Offering Guide);

3.15. disable, circumvent, or workaround any technical limitations in the Programs;

3.16. access, enable access to, modify, translate, use or otherwise make available temporary intermediate files produced by a Program;

3.17. make any use of the License on behalf of or for the benefit of a Third Party or Affiliate in any manner that would constitute a violation of the License if such use were directly made by such person, or cause any Third Party or Affiliate to make any use of the License on behalf of or for the benefit of Licensee or an Affiliate in any manner that would constitute a violation of this License if such use were directly made by Licensee;

3.18. acquire the License if a principal purpose of the acquisition is to transfer or assign the License to a Third Party or Affiliate unless expressly permitted by IVS;

3.19. mechanize or automate the process of checking out or in license keys for one or more Programs, including by running a second session of a Program, running a Program to serve multiple users, or rebooting the License Manager, for a principal purpose of minimizing the License check out time of any Programs, or otherwise circumventing the intended License Manager operation;

3.20. use a License Manager other than the one which was provided with the most recent version of the Programs Licensee is using;

3.21. take any action that requires any portion of the Programs to be subject to end-user rights incompatible or inconsistent with the restrictions set forth in this Agreement;

3.22. allow access to the Programs by an individual who is under 13 years old or otherwise is under the lawful age for providing consent without obtaining the advance written consent of a parent or guardian and storing such consent in a retrievable way;

3.23. create an Application (a) providing capability similar to the capabilities of any of the Programs; (b) providing functionality, behaviour or user interface similar to that of EXPERT; (c) allowing access to files created by EXPERT (with the exception of binary data (.data) files); (d) providing access to an entire Program or a substantial portion of a Program;

3.24. distribute an Application that includes library header files from any of the Programs or any Program Component;

3.25. distribute an Application that reads setup (.setup) files (i.e., files in the IVS setup file format);

4. PROGRAM TRIAL EVALUATION; COMPLIMENTARY LICENSES. Licensee agrees to use any Program provided to Licensee as a trial evaluation only for the period of the trial evaluation which may be controlled by a license key code, only to evaluate it individually for potential purchase of a license to the Program as an end-user, to conduct no business with it, to remove it and all result files produced from any of Licensee's Computers at the end of the trial evaluation period and to comply with all other obligations and restrictions in this Agreement. Licensee agrees to use any Program awarded to Licensee on a complimentary basis for student engineering competitions and similar competitions, course support, research, fellowship participation, and teaching assistance only for the specific purpose and period of the award, to conduct no business with it, and to comply with all other obligations and restrictions in the award letter and in this Agreement.

5. ADDITIONAL FEES. The fees for the License are determined based upon the country where all Licensed User(s) are principally located. Additional fees may apply to a transfer of the License, or the principal location of any Licensed User, to another country, or to a contract for global use.

6. RETENTION OF RIGHT, TITLE AND INTEREST BY IVS AND ITS LICENSORS; THIRD PARTY LICENSORS. The Programs are licensed not sold. The Programs, including Derivative Forms of the Programs, shall at all times remain the property of IVS and/or IVS' Licensors. Licensee shall have no right, title, or interest therein, except as expressly set forth in this Agreement. Licensee shall take appropriate action by instruction, agreement, or otherwise with any persons permitted access to the Programs, so as to

enable Licensee to satisfy its obligations under the terms of this Agreement, including disabling access to the Programs, in the event of a transfer of the License.

7. TERM AND TERMINATION.

   7.1. Term. This Agreement shall continue until the earlier of termination by IVS or Licensee as provided below or the expiration of the term of all Licenses granted hereunder.

   7.2. Termination by Licensee. Licensee may terminate a License at any time, for any reason. Licensee shall not be entitled to any refund if a License is terminated.

   7.3. Termination by IVS. IVS may terminate this Agreement and all Licenses granted hereunder by written notice to Licensee if Licensee breaches any material term of this Agreement, including failure to pay any License fees due, and Licensee has not cured such breach within sixty (60) days of written notification. IVS may immediately terminate this Agreement and all Licenses granted hereunder if, after requesting and failing to receive from the Licensee adequate assurances of compliance with the terms of this Agreement, IVS reasonably believes that Licensee is or is intending to breach any material term of this Agreement. IVS may immediately terminate upon notice this Agreement and all Licenses granted hereunder should Licensee breach the terms and conditions of Articles 2, 3, 6, and/or 9. If Licensee or any of its Affiliates commences or participates in any legal proceeding against IVS or any of IVS' Affiliates challenging or asserting any intellectual property rights in or against any of the Programs licensed hereunder, then IVS may, without waiving any other legal rights or remedies available to it, immediately terminate this License. The foregoing sentence only applies to (a) a Licensee who has as its principal business the holding of patents and who does not engage, either directly or through an Affiliate, in any material active business of making products that embody the patents or (b) a Licensee who engages, either directly or through an Affiliate, in a principal business of licensing or making available commercial off the shelf software to Third Parties. The provisions of this Article 7.3 apply to all Licenses, including Perpetual Licenses.

   7.4. Effect of Termination. Upon termination for any reason, Licensee shall promptly return all but archival copies of the Programs in Licensee's possession or control, or promptly provide written certification of their destruction.

   7.5. Survival. The following provisions survive any termination of this Agreement: Articles 1, 3, 6-10, and 12-22.

8. PUBLICITY. Licensee may not use IVS' name, trade names, logos, or other trademarks of IVS or any of its Affiliates or Licensors in any advertising, promotional literature or any other material, whether in written, electronic, or other form, distributed to any Third

Party, except in the form provided by IVS, and then solely for purposes of identifying IVS' Programs.

9. EXPORT CONTROL. The Programs are subject to U.S. export control laws and may be subject to applicable export and import laws and regulations in other jurisdictions. Notwithstanding any other term of this Agreement or Third Party agreement, Licensee's rights under this Agreement may not be exercised by Licensee or any Third Party in violation of such laws and regulations, nor may this Agreement be transferred to any party where doing so would result in such a violation. The terms of any limitation on the use, transfer or re-export of the Programs included in any Destination Control Statement or other document provided by IVS for the purpose of export control shall prevail over any term in this Agreement. It shall be Licensee's responsibility to comply with the latest United States or other governmental export and import regulations with respect to all use of the Programs and Applications.

10. FEDERAL ACQUISITION. This provision applies to all acquisitions of the Programs and Documentation by, for, or through the federal government of the United States. By accepting delivery of the Programs or Documentation, the government hereby agrees that this software or documentation qualifies as commercial computer software or commercial computer software documentation as such terms are used or defined in FAR 12.212, DFARS Part 227.72, and DFARS 252.227-7014. Accordingly, the terms and conditions of this Agreement and only those rights specified in this Agreement, shall pertain to and govern the use, modification, reproduction, release, performance, display, and disclosure of the Programs and Documentation by the federal government (or other entity acquiring for or through the federal government) and shall supersede any conflicting contractual terms or conditions. If this License fails to meet the government's needs or is inconsistent in any respect with federal procurement law, the government agrees to return the Programs and Documentation, unused, to IVS.

11. EUROPEAN UNION SOFTWARE DIRECTIVE. For any Licensed User properly licensed to use the Programs within the European Union, any contractual provisions of this Agreement contrary to laws implemented pursuant to Article 6 of Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs or to the exceptions provided for in Article 5(2) and (3) of such Directive shall be null and void solely to the extent decompiling, disassembling, or otherwise reverse-engineering of the Programs is necessary to enable the Licensee to achieve the interoperability of an independently created program with the Programs or any other permitted objectives specified by such laws implemented under such Directive (collectively, the "Permitted Objectives"), consistent with the Directive, provided that any such information gained is used solely for such Permitted Objectives and solely in the European Union.

12. TAXES, DUTIES, CUSTOMS. Absent appropriate exemption certificates or other conclusive proof of tax exempt status, Licensee shall pay all applicable sales, use, excise, value-added, and other taxes, duties, levies, assessments, and governmental charges payable in connection with this Agreement or the Licenses granted hereunder, excluding taxes based on or measured by IVS' income, for which IVS shall be solely responsible.

13. ASSIGNMENT. Licensee may not assign or otherwise transfer this Agreement or any License hereunder, by operation of law or otherwise, without the written consent of IVS. Licensee agrees that IVS may withhold such consent if it reasonably believes that Licensee is in breach of this Agreement or that the proposed assignment or transfer will cause a breach of this Agreement. In the case of any permitted or other lawful assignment or transfer, the terms of this Agreement including any License hereunder shall be binding upon, and inure to the benefit of, the transferee or assignee.

14. LIMITATION OF LIABILITY. The Programs should not be relied on as the sole basis to solve a problem or implement a design whose incorrect solution or implementation could result in injury to person or property. If a Program is employed in such a manner, it is at the Licensee's own risk and IVS and its Licensors explicitly disclaim all liability for such misuse to the extent allowed by law. IVS' and IVS' Licensors' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. Except as aforesaid, (a) any other liability of IVS and its Licensors (whether in relation to breach of contract, negligence or otherwise) shall not in total exceed the amount paid to IVS under this Agreement in the twelve month period preceding the claim in question, for the Program with respect to which the liability in question arises; and (b) IVS and its Licensors shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use of any computer hardware or software). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to Licensee. Licensee agrees that prior to using any of The Programs, it will thoroughly test and validate The Programs and will be solely responsible for any problems or failures.

15. LIMITED WARRANTY/LIMITATION OF REMEDIES. IVS warrants that IVS, on its own behalf or through its Licensors, has the right to grant the License rights hereunder. IVS warrants that the physical media provided shall be free from defects in material and workmanship for a period of ninety (90) days from delivery, or it will be replaced by IVS at no cost to Licensee. IVS further warrants, for a period of one (1) year from delivery or for the term of the License, whichever is less, that each copy of each Program will conform in all material respects to the description of such Program's operation in the Documentation. In the event that a Program does not operate as warranted, Licensee's

exclusive remedy and IVS' sole liability under this warranty shall be the correction or workaround by IVS of major defects within a reasonable time. Should such correction or workaround be impractical, IVS may, at its option, terminate the relevant License and refund the initial License fee paid to IVS for such Program. All requests for warranty assistance should be directed to Industrial Vibration Systems via the website (industrialvibes.com).

16. DISCLAIMER OF WARRANTIES. Except for warranties expressly set forth in Article 15 of this Agreement (or as implied by law where the law provides that the particular terms implied cannot be excluded by contract), any and all Programs, Documentation, and Software Maintenance Service are delivered "as is" and IVS makes and the Licensee receives no additional express or implied warranties. IVS and its Licensors hereby expressly disclaim any and all other conditions, warranties, or other terms of any kind or nature concerning the Programs, Documentation, and Software Maintenance Service (including, without limitation, any with regard to infringement, merchantability, quality, accuracy, or fitness for a particular purpose or Licensee's purpose). IVS also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance. Except for the express warranties stated in Article 15 of this Agreement, the Programs, Documentation, and Software Maintenance Service are provided with all faults, and the entire risk of satisfactory quality, performance, accuracy, and effort is with Licensee. IVS does not warrant that the Programs and Documentation will operate without interruption or be error free. Some states and countries do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Licensee. The warranty in Article 15 gives Licensee specific legal rights and Licensee may also have other rights which vary from state to state and country to country. Licensee accepts responsibility for its use of the Programs and the results obtained from their use. Licensee will defend, indemnify, and hold harmless IVS and its Licensors, officers, directors, employees, agents and resellers from and against any damages, liabilities, costs and expenses (including reasonable fees of IVS' attorneys) arising out of any Third Party claim or demand based on or arising from, out of or in connection with (i) the creation, use, or distribution of The Programs (ii) the use of the Programs by Licensee or any of its Affiliates in breach of this Agreement.

17. GOVERNING LAW; JURISDICTION. This Agreement shall be interpreted, enforced and construed and governed in all respects by the laws of the State of Queensland, Australia, without regard to its conflicts of law provisions. Both parties consent to the jurisdiction of the federal and state courts located in the State of Queensland and consent to the service of process, pleadings and notices in connection with any and all actions initiated in such courts. The parties agree that a final judgment in any action or proceeding in Queensland shall be conclusive and binding and may be enforced in any other jurisdiction.

To the extent that the acceptance of a contractual term contained in this Agreement is prohibited by reason of Licensee's sovereign immunity or any foreign, federal or state constitution, law, treaty, or regulation, the conflicting term of this Agreement shall be superseded only to the extent required. If any provision of this Agreement shall be otherwise unlawful, void, or unenforceable, that provision shall be enforced to the maximum extent permissible. In either case, the remainder of this Agreement shall not be affected.

The parties agree that neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof, in any form ("UCITA"), shall apply to this Agreement. To the extent that UCITA is applicable by reason of its adoption in a state, the parties agree to opt out of the applicability of UCITA pursuant to their Opt-Out provision(s).

18. COMPLIANCE WITH LICENSES. Licensee agrees to notify IVS promptly upon discovery of any failure to comply with this Agreement. Licensee agrees that, no more than once every twelve (12) months or within a reasonable time after a transfer, in addition to any other remedies at law or in equity, IVS or its authorized representative shall, upon reasonable prior notice, have the right to inspect Licensee's and Licensee's Affiliates' records, systems, and facilities, during normal business hours, to verify that Licensee's and its Affiliates' use of the Programs is in conformity with valid licenses and otherwise complies with this Agreement. If a verification discloses that Licensee's or any of its Affiliates' use is not in conformity with a valid license, Licensee shall immediately take all necessary steps to cure any past defaults, including paying any unpaid license fees, to bring Licensee's or any of its Affiliates' use into conformity.

19. LICENSE MANAGEMENT AND USAGE INFORMATION. The Programs contain technology for license management and for the prevention of unlicensed use. When Programs are activated, installed, or first used by a Licensed User, and periodically for license management and product improvement purposes, information about the License, use of the Programs, and the Computer will be transmitted to IVS. This data includes the License information, Computer identification, and location. Some License Offerings also require the IVS Account information and the operating system user name for the Licensed User.

20. HEADINGS. The inclusion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

21. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties and may not be modified, amended, or superseded except by a written agreement signed by IVS and Licensee. In the event of any conflict between this Agreement and any purchase order executed by Licensee (whether executed before or after this Agreement), this Agreement shall prevail.

22. DEFINITIONS. The definitions are an integral part of this Agreement.

   22.1. "Affiliate" means a legal entity which is controlled by, or controls, or is under common control with Licensee. Control means (i) beneficial ownership of at least fifty percent (50%) of the voting securities of a corporation or other business organization with voting securities, or (ii) a fifty percent (50%) or greater interest in the profits and capital of a partnership or other business organization without voting securities, provided that no other individual or entity other than the Licensee also has an equal fifty percent (50%) ownership or interest in the legal entity. Notwithstanding the foregoing, unless IVS provides its express written consent to treat the entity as an Affiliate, an Affiliate shall not include any entity to which IVS has expressly refused to license (or grant access under a license to) its software products or any entity that had a license for IVS software products that IVS expressly terminated.

   22.2. "Application" means binary executable software that runs independently of the Programs, consisting of one or more software files that Licensee has created by either (a) creating it (b) incorporating or linking any part of any compiled Source Code, library file, or other Program Component provided with the Program.

   22.4. "Computer" means either (i) a single physical hardware system containing a single motherboard running an operating system, or (ii) a virtual machine running an operating system.

   22.5. "Derivative Form" means one or more software files that Licensee has derived from one or more Program Components (including without limitation by incorporating, translating, or modifying, in whole or in part, any Program Component), and which, if modified or copied without IVS' authorization, would constitute a copyright infringement or breach of the Agreement. A software file created by Licensee which qualifies as an "Application" under the above definition shall not be deemed a Derivative Form.

   22.6. "Documentation" means the user guides, if any, accompanying delivery of a Program or made available at https://www.industrialvibes.com/wiki or elsewhere on industrialvibes.com, as may be updated from time to time, including the bug reports made available through the website and the Program Offering Guide. Documentation may be delivered in any medium or language.

22.7. "Internal Operations" means the use of a Program by employees, consultants, student interns, and software administration contractors of Licensee or an Affiliate on behalf of the Licensee or Affiliate.

22.8. "License Manager" means the license management software provided for use with or incorporated into the Program(s).

22.9. "License Offering" means the specific rights, restrictions, and obligations under which Licensee may install and use a Program for the applicable License term as further described in the Program Offering Guide.

22.10. "Licensed User" means an individual authorized by IVS, Licensee or an Affiliate to use the Programs for Licensee's Internal Operations, to the extent permitted by the License Offering acquired.

22.11. "Licensee" means you, whether an individual or an entity, to whom IVS grants the License, and who is responsible for complying with the contractual obligations of this Agreement and ensuring that anyone permitted access to the Programs also complies with such obligations.

22.12. "Licensor" means the person who, or entity which, grants a license to IVS to redistribute that person's or entity's intellectual property.

22.13. "Linked" means an executable or loadable file created by a compiler or linker program combining Object Code module or other files.

22.14. "Object Code" means the code created by a system compiler from source code; also called "machine-readable code." Object Code can be Linked with an appropriate linker to resolve address references and may be combined with other Object Code for targeted execution on a specific processor. Object Code includes "Object Code libraries" and "shared libraries," which are groupings of Object Code for specific purposes.

22.15. "Perpetual License" means the right to use the License indefinitely provided that the Licensee always remains in compliance with the terms of this Agreement.

22.16. "Program" means the software licensed hereunder, including Program Components, Documentation, enhancements, and error corrections. Each product licensed hereunder is a separate Program.

22.17. "Program Component" means any portion of, or file provided with, a Program.

22.18. "Program Offering Guide" means the Program Offering Guide for this release, presented after this Agreement.

22.19. "Source Code" means human-readable code written in a higher-level language such as C, C++, Java, MATLAB, MDL, SLX, VHDL, Verilog, or Fortran, which must be

translated or compiled into machine-readable code before it can be executed by a computer. Source Code also includes header files and other human-readable files necessary for a Program to be compiled in the higher-level language.

22.20. "Third Party" means any person or legal entity that is not IVS, the Licensee, or an Affiliate.

Program Offering Guide

About This Guide

This Program Offering Guide is an integral part of the Documentation for Release 2024b.

* Part One describes each of the different License Offerings.

* Part Two provides information about IVS Software Maintenance Service.

* Part Three contains a Glossary of definitions of capitalized terms used in this Program Offering Guide. Any capitalized terms used in this Program Offering Guide that are not in the Glossary are defined in The IVS Software License Agreement (the "Software License Agreement").

The Software License Agreement contains additional rights, restrictions, and obligations that apply to your licensed Programs and Applications.

Part One: License Offerings

A License Offering is comprised of:

(i) a License Option that specifies principally how the License Offering works and is measured or counted;

(ii) a License Use that specifies who can use the Programs in terms of the types of organizations, individuals, or activities eligible to use the License Offering; and,

(iii) Specific Program Use Rights for individual Programs, if applicable. This includes feature availability.

Each License Offering is subject to the applicable term of the License: Perpetual, Annual, or other specific term.

The sections below provide the specific details of each License Option, License Use, and the Specific Program Use Rights.

1.1. Designated Computer License Option

(i) The Designated Computer License Option provides for use of Programs on a single, physical (not virtual) designated Computer.

(ii) The Programs may be operated by only one Licensed User at any given time.

(iii) The Programs must be operated from the Designated Computer's console, except for remote access as allowed in Section 1.2 below.

(iv) IVS may, at our discretion, allow you to transfer a licence to a different computer, provided that you can supply a valid deactivation file. An administration fee may apply.

1.2. Remote Desktop and Shared Desktop

This section applies to all License Options above.

(i) Remote Desktop: A Licensed User may remotely access Programs using the Microsoft(r) Remote Desktop connection feature or similar technologies. For the Designated Computer License Option, only one named Licensed User may remotely access the Programs for software administration purposes.

(ii) Shared Desktop: A Licensed User may share remotely the desktop view of a Program session with another individual for assistive or demonstrative purposes only, using Microsoft(r) Remote Assistance technology, teleconferencing software, or similar technologies. Microsoft and Skype are registered trademarks of Microsoft Corporation.

2. License Uses

2.1. Standard

(i) Standard Licenses are available for commercial, government, or other organizational use and are restricted to Internal Operations.

(ii) The Standard License is available under any of the License Options described above.

2.2. Educational Institutions

(i) Educational Institution Licenses are available solely to degree-granting educational institutions and primary and secondary schools licensing the Programs for Academic Internal Operations.

(ii) Use rights and associated License Options are determined based on the type of License acquired: Academic, Classroom, Campus-Wide, Community and Technical College, or Primary and Secondary Schools.

(iii) Technical support and installation support are available for faculty and academic staff. Installation support is available for students. An additional fee may apply.

2.2.1. Academic

(i) Program use is restricted to individuals listed in the definition of Academic Internal Operations (see Glossary).

(ii) The Academic License is available under any of the License Options.

2.2.2 Academic Teaching

(i) Program use is restricted to individuals listed in the definition of Academic Internal Operations (see Glossary) on Computers owned or leased by the institution or by such individual.

(ii) The Academic Teaching License is available solely under the Counted Individual License Option.

(iii) Research use is not permitted.

2.2.3. Classroom

(i) Program use is restricted to students, instructors, and software administrators in on-campus facilities that are used solely in support of classroom instruction of students.

(ii) The Classroom License is available under the Designated Computer License Option.

(iii) Research use is not permitted.

2.2.4. Campus-Wide

(i) Program use is restricted to individuals listed in the definition of Academic Internal Operations (see Glossary) on Computers owned or leased by the institution or by such individual.

(ii) The Campus-Wide License is available solely under the Total Headcount License Option.

2.2.5. Community and Technical College

(i) Program use is restricted to individuals listed in the definition of Academic Internal Operations (see Glossary) on Computers owned or leased by the institution or by such individual.

(ii) The Community and Technical College License is available solely to institutions where the dominant form of degree conferred meets the International Standard Classification of Education 2011 Level 5, Short-Cycle Tertiary Education as qualified by IVS.

(iii) The Community and Technical College License is available solely under the Counted Individual License Option.

2.2.6. Primary and Secondary School

(i) Program use is restricted to all faculty, academic staff, and students of the school on Computers owned or leased by the school or by the individual faculty, staff, or student.

(ii) The Primary and Secondary School License is available solely to primary and secondary schools.

(iii) The Primary and Secondary School License is available solely under the Total Headcount License Option.

(iv) Each Primary and Secondary School License is limited to a single physical address.

2.3. Student

(i) Student Licenses may be licensed by students enrolled in degree-granting educational institutions, or primary and secondary schools, or those participating in a continuing education program at a degree-granting educational institution. A Licensee may use the Programs only on a single physical (not virtual) Computer owned or leased by the student.

(ii) A Student License may also be licensed by teachers at primary and secondary schools for course preparation and teaching, and the Student License may be installed on Computers owned or leased by the teacher or school.

(iii) A Student License may not be used for activities that are commercial, for profit, professional (except for primary and secondary school teachers using the License for the purpose of teaching at such schools), government, or revenue-generating.

(iv) The Programs may only be accessible to, and used by, the Licensee.

(v) Technical support for Student Licensees is limited to installation support. A fee may apply.

(vi) A Student License is not transferable.

(vii) Returns and refunds of Student License purchases are subject to the refund policies at the time and point of purchase.

2.4. Home

(i) A Home License may be licensed by an individual and may be used only for personal use. A Home License may not be used for activities that are commercial, for profit, professional, academic, government, or revenue-generating.

(ii) A Licensee of a Home License may use the Programs only on a single physical (not virtual) Computer owned or leased by the Licensee.

(iii) The Programs may only be accessible to, and used by, the Licensee.

(iv) Technical support for Home Licensees is limited to installation support.

(v) A Home License is not transferable.

(vi) Returns and refunds of Home License purchases are subject to the refund policies at the time and point of purchase.

3. Use Rights

   2.1. Full License

   (i) Perpetual License granting use of all standard features.

   2.2 Trial License

   (i) Temporary License granting use of all standard features.

   2.3 Analysis License

   (i) For data analysis features only. Excludes logging data from data acquisition hardware, but includes previewing data in equation mode.

   2.4 No License

   (i) Permits previewing data in equation mode. No other features (data logging or analysis) are permitted.

Part Two: Glossary of Terms

"Academic Internal Operations" means the use of the Programs by enrolled students, employees (faculty and academic staff), and other academic staff (including visiting professors and researchers), provided that such other academic staff have been granted institution email accounts and internal network login privileges by the Licensee. Such use must be in accordance with the Educational Institutions License Use acquired, for the purpose of (i) in the case of employees and other academic staff, performing software administration, teaching, and noncommercial, academic research in their ordinary course; and (ii) in the case of enrolled students, meeting classroom requirements of courses and study offered by the Licensee. Academic Internal Operations includes Data Center Use as described in Part One, Section 2.2(iv) above.

"Internal Operations" means the use of a Program by employees, consultants, student interns, and software administration contractors of Licensee or an Affiliate on behalf of the Licensee or Affiliate.

"Linked" means an executable or loadable file created by a compiler or linker program combining Object Code module files.

"Object Code" means the code created by a system compiler from source code; also called "machine-readable code." Object Code can be Linked with an appropriate linker to resolve address references and may be combined with other Object Code for targeted execution on a specific processor. Object Code includes "Object Code libraries" and "shared libraries," which are groupings of Object Code for specific purposes.

"Program" means the software licensed under the Software License Agreement, including Program Components, Documentation, enhancements, and error corrections. Each product licensed is a separate Program.

"Program Component" means any portion of, or file provided with, a Program.

"Source Code" means human-readable program code written in a higher-level language such as C, C++, Java, MATLAB, MDL, SLX, VHDL, Verilog, or Fortran, which must be translated or compiled into machine-readable code before it can be executed by a computer. Source Code also includes header files and other human-readable files necessary for a Program to be compiled in the higher-level language.