

Vitrek, LLC SOFTWARE PRODUCT LICENSE TERMS AND LIMITED WARRANTY Effective March 1, 2021

LEGAL NOTICE: PLEASE READ THESE TERMS BEFORE INSTALLING OR OTHERWISE USING THE LICENSED MATERIALS. ALL USE OF THESE LICENSED MATERIALS IS SUBJECT TO THE LICENSE TERMS SET FORTH BELOW. "LICENSED MATERIALS" INCLUDES THE SOFTWARE, ANY WHOLE OR PARTIAL COPIES, AND ANY ACCOMPANYING INSTRUCTIONS, DOCUMENTATION, TECHNICAL DATA, IMAGES, RECORDINGS, HARDWARE AND SOFTWARE KEYS, AND OTHER RELATED MATERIALS.

USING THE LICENSED MATERIALS INDICATES YOUR ACCEPTANCE OF THE LICENSE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY RETURN ANY UNINSTALLED LICENSED MATERIALS FOR A FULL REFUND. IF THE LICENSED MATERIALS ARE BUNDLED OR PRE-LOADED WITH ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE UNUSED PRODUCT FOR A FULL REFUND. "YOU" AND "YOUR" MEANS THE COMPANY WHO VITREK, LLC HAS GRANTED A LICENSE TO THE LICENSED MATERIALS.

VITREK, LLC SOFTWARE PRODUCT LICENSE TERMS

These License Terms govern your use of the Licensed Materials. If you have a separate written agreement with Vitrek, LLC these License Terms are in addition to the terms provided by your separate written agreement. If there is a conflict between your separate written agreement and these License Terms, then these License Terms will take precedence.

- 1.) LICENSE GRANT. Subject to the License Restrictions below, Vitrek, LLC grants you a non-exclusive license to use one copy of the Licensed Materials. With respect to the software portion of the Licensed Materials, "use" means to install, store, display, execute and use the software, for the purpose of your design and manufacture of electronic circuits and systems, on the computer or device, or on the class or series of equipment, for which you have paid the corresponding license fee. With respect to the portion of the Licensed Materials that describes the software and provides instructions concerning its operation and related matters, "use" includes the right to download and print such materials solely for the purpose described above.
- 2.) LICENSE RESTRICTIONS. Notwithstanding anything to the contrary, you may not use the Licensed Materials to make or distribute your own or a third party's application, a principal purpose of which, as reasonably determined by Vitrek, LLC, is to perform the same or similar functions as Licensed Materials or which replaces any component of the Licensed Materials. You may not otherwise use the Licensed Materials to compete with Vitrek, LLC electronic design automation products or businesses. Except as expressly provided below, you may not permit any third party, or anyone other than your employees whose duties require such access or use, to have access to, view the operations of, or otherwise use the Licensed Materials, or any information learned or observed during the use of the Licensed Materials. Your authorized consultants and subcontractors may use the Licensed Materials pursuant to these License Terms solely where such use is incidental to their performing services consistent with the License Terms on your behalf, provided that you first require such consultants and subcontractors to agree in writing to observe the same restrictions provided in these License Terms. You may not use the Licensed Materials on any Network that permits remote access to the Licensed Materials outside of the Network site designated or expressly agreed to in writing by Vitrek, LLC. If Vitrek, LLC has not designated a Network site, then you may use the Licensed Materials within the one-mile radius from the Network host server. You may make copies or adaptations of the Licensed Materials only for archival purposes or only when copying or adaptation is an essential step in the authorized use of the Licensed Materials. You must reproduce all copyright notices in the original Licensed Materials on all permitted copies or adaptations. Except as provided herein, you may not copy, modify, or translate the Licensed Materials or disable any of its features. You may not copy the Licensed Materials onto any public or distributed network or service bureau. In addition, you may not lease, rent, or sublicense the Licensed Materials without Vitrek, LLC prior written consent.
- **3.) UPGRADES.** Unless you have purchased a limited-term license, this license does not entitle you to receive upgrades, updates, or technical support. Such services may be purchased separately. In the event you have purchased a limited-term license you are entitled to such services. If the Licensed Materials include an upgrade to previously licensed material, your license in that material automatically terminates and you must destroy the previous content and any copies or adaptations. Software upgrades and updates are provided if and when available.
- 4.) AUDITS. Upon reasonable notice, Vitrek, LLC or its agents may, at Vitrek's expense, inspect your facilities (including computers) and records to verify your proper use and payment for all Licensed Materials. You will keep records regarding your use in sufficient detail to permit this verification. If your payment is determined by usage of the Licensed Materials, you also will provide Vitrek, LLC with dial-in and on-site access to your Network and on-site access to your records, all

- as is reasonably necessary to conduct a proper audit. If, after an audit, it is determined that you have underpaid any amounts due, Vitrek, LLC will invoice you for and you agree to pay the amount of the underpayment, plus interest, from the date payment was due. If the underpayment is more than 5% of the amount properly due, you also will pay Vitrek's audit expenses, and v may, in its discretion, terminate your license.
- 5.) OWNERSHIP. The Licensed Materials are owned and copyrighted by Vitrek, LLC or its third party suppliers. Your license confers no title to, or ownership in, the Licensed Materials and is not a sale of any rights in the Licensed Materials. Vitrek, LLC third party suppliers may protect their rights in the event of any violation of these License Terms. Any comments, suggestions, improvements, or other communications from you to Vitrek, LLC regarding the Licensed Materials (Feedback) will become the sole property of Vitrek, LLC. Vitrek, LLC may use the Feedback and practice the intellectual property relating thereto without compensation or attribution.
- **6.) NO DISASSEMBLY.** You may not disassemble, decompile, or decrypt the Licensed Materials unless you obtain Vitrek, LLC prior written consent. In some jurisdictions, Vitrek's consent may not be required for limited disassembly, decompilation, or decryption. Upon request, you will provide Vitrek, LLC with reasonably detailed information regarding any such permitted disassembly, decompilation or decryption.
- 7.) HIGH RISK ACTIVITIES. The Licensed Materials are not specifically designed, manufactured or intended for use in the planning, construction, maintenance or direct operation of a nuclear facility, nor for use in on-line control or fail-safe operation of aircraft navigation, control or communication systems, weapon systems or direct life support systems.
- 8.) TRANSFER. Your license to the Licensed Materials is transferable upon Vitrek's receipt of the name, address and location of transferee and payment of any applicable fees to the extent permissible under local laws, unless you have purchased a limited-term license, in which case your license to the Licensed Materials is not transferable without Vitrek, LLC prior written consent, and which Vitrek, LLC may or may not provide at its sole discretion. If your license is transferable, you will immediately upon transfer deliver all copies of the Licensed Materials to the transferee. The transferee must agree in writing to the terms of your license. All license terms will be binding on involuntary transferees, notice of which is hereby given. Your license will automatically terminate upon transfer.
- 9.) OBSOLESCENCE. Vitrek, LLC may, in its sole discretion, discontinue the sale and support of Licensed Materials. In such event, Vitrek, LLC will use reasonable efforts to notify you of the planned obsolescence, and if applicable provide perpetual access codes to enable your continued use of the Licensed Materials. Thereafter, no further access codes or support will be available.
- **10.) TERMINIATION.** Vitrek, LLC may terminate your license upon notice for failure to comply with any of these License Terms. Upon termination, you must immediately destroy the Licensed Materials, together with all copies, adaptations, and merged portions in any form. If you have purchased a limited-term license, the license and code words will expire in accordance with the time period set forth in Vitrek's quotation or your purchase order, unless the license is renewed.
- 11.) EXPORT REQUIREMENTS. The Licensed Materials may be subject to export control laws, including the U.S. Export Administration Regulations and other export laws and regulations of other countries. You may not export or re-export the Licensed Materials or any copy or adaptation in violation of any applicable laws or regulations. You certify that you are not on the U.S. Department of Commerce's Denied Persons List, the U.S. Department of Treasury's Specially Designated Nationals list or other government list prohibiting you from receiving the Licensed Materials.
- **12.) U.S. GOVERNMENT RESTRICTED RIGHTS.** Software and technical data rights granted to the federal government herein by these License Terms include only those rights customarily provided to end user customers. Vitrek, LLC provides this customary commercial license in software and technical data pursuant to FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for the Department of Defense, DFARS 252.227-7015 (Technical Data Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

VITREK, LLC SOFTWARE PRODUCT LIMITED WARRANTY

- 1.) SOFTWARE. Vitrek, LLC warrants for a period of 90 days from the date of purchase that the software that is included with the Licensed Materials will execute its programming instructions when properly installed on the personal computer or workstation indicated on the media. Vitrek, LLC does not warrant that the operation of the software will be uninterrupted or error free. In the event that the software fails to execute its programming instructions during the warranty period, your remedy shall be to return the CD-ROM(s), diskette(s), or tape cartridge(s) (Media) to Vitrek, LLC for replacement. Should Vitrek, LLC be unable to replace the media within a reasonable amount of time, your alternate remedy shall be a refund of the purchase price upon return of the Licensed Materials and all copies.
- 2.) MEDIA. Vitrek, LLC warrants the media upon which this software is recorded to be free from defects in materials and workmanship under normal use for a period of 90 days from the date of purchase. In the event any media proves to be defective during the warranty period, your remedy shall be to return the media to Vitrek, LLC for replacement. Should Vitrek, LLC be unable to replace the media within a reasonable amount of time, your alternate remedy shall be a refund of the purchase price upon return of the software and all copies.
- 3.) NOTICE OF WARRANTY CLAIMES. You must notify Vitrek, LLC in writing of any warranty claim not later than 30 days after the expiration of the warranty period.
- 4.) LIMITATION OF WARRANTY. VITREK, LLC MAKES NO OTHER EXPRESS WARRANTY, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE LICENSED MATERIALS. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE 90-DAY DURATION OF THIS WRITTEN WARRANTY. Some states or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.* This warranty gives specific legal rights, and you may also have other rights which vary from state to state, or province to province.
 - * UK only: If you are a "consumer" as defined by statutes, parts of this statement may not apply to you.
- 5.) EXCLUSIVE REMEDIES. The remedies provided above are your sole and exclusive remedies arising out of any breach of warranty. In no event shall Vitrek, LLC be liable for any indirect, special, incidental, or consequential damages (including lost profit), whether based on warranty, contract, tort, or any other legal theory. In no event shall Vitrek, LLC total cumulative liability and obligation in connection with the Licensed Materials exceed the purchase price that you paid to Vitrek, LLC for the Licensed Materials. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- **6.) WARRANTY SERVICE.** Warranty service may be obtained from the nearest Vitrek sales office or other location indicated in the owner's manual or service booklet.