

License Agreement

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(c) "Use" shall mean to access, install, download, run, copy, or otherwise benefit from the functionality of the Software.

(d) "Terms and Conditions" shall mean the agreement between Nexus and Customer under which Hardware and Software Products are provided to Customer.

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(b) Customer may use the Software only with (i) Nexus Hardware Products, such as adaptors, interposers, and similar hardware interface and signal acquisition products, and (ii) circuit boards providing a direct means of connection to target signals (an embedded interface), which do not require a Nexus Hardware Product for interfacing

or signal acquisition, and which are designed and manufactured by, or under the direction of, Customer. Customer shall not use the Software with third-party hardware interface or signal acquisition products.

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Software, and a second quantity of the Hardware Products, provided the sum of the first and second quantities does not exceed the Permitted Number.

(b) If the Purchase Order specifies a Software Site License or a Global Corporate Software License, then Customer shall not sell, re-license, sub-license, assign, or otherwise transfer to any other person or legal entity Customer's right to use the Software granted hereunder without the express prior written consent of Nexus.

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10. Waiver

The failure of Nexus to enforce any provision of this License Agreement shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision of this Agreement.

11. Governing Law

This License Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, United States, as if wholly performed in that state and without giving effect to the principles of conflicts of law.

12. Severability

If any part of this License Agreement is found to be void and unenforceable, it shall not affect the validity of the balance of this License Agreement, which shall remain in full force and effect.

13. Entire Agreement

This License Agreement may be modified only by a writing signed by an authorized representative of Nexus. This License Agreement constitutes the entire agreement between Nexus and Customer, and supersedes any representations, discussions, or communications between the parties occurring prior to the time of Nexus' acceptance of Customer's order.

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The Terms and Conditions, the Purchase Order, and any other documents referred to herein are hereby incorporated herein for all purposes.