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#### 5.2. Shared Access to the Desktop:

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### 3. DEFINITIONS.

- 3.1. Installation Type. One or more of the Standalone Named User, Network Concurrent User, or Designated Computer installation types available with respect to the Academic License Option acquired.
- 3.2. Academic Internal Operations. The installation and use of the Programs by Licensed Users, in accordance with the Academic License Option acquired, for the purpose of (i) in the case of employees (faculty and academic staff), performing software administration, teaching, and noncommercial, academic research in their ordinary course as Licensee's employees; and (ii) in the case of enrolled students, meeting classroom requirements of courses and study offered by the Licensee. Any other use is expressly prohibited.
- 3.3. License Manager. The Macrovision FLEXNET(R) license management software provided with the Programs.
- 3.4. Licensed Users. All enrolled students and employees (faculty and academic staff) of the Licensee who are authorized by Licensee to use the Programs for Academic Internal Operations in accordance with the Agreement, as revised from time to time, and to the extent permitted by the Academic License Option acquired. As used herein, "employees" excludes subcontractors and consultants of the Licensee.
- 3.5. Academic License Option. The specific rights, restrictions, and obligations under which Licensee may install and use a Program pursuant to the Agreement, including those related to the permitted Installation Type(s) associated with the Academic License Option acquired.
- 3.6. Named User. Licensed User designated and identified by Licensee as the "Named User" for a License to a Program under the "Standalone Named User" Installation Type.

4. INSTALLATION AND USE. Specific rights, obligations, and restrictions apply to each Academic License Option. Licensee's right to install and use the Programs is determined by the Academic License Option acquired, including the permitted Installation Type(s) with respect to such Academic License Option as set forth in the table below. By accepting the terms and conditions of the Agreement, Licensee also accepts the Academic License Option acquired, and agrees to use the Programs only for Academic Internal Operations.

#### ACADEMIC LICENSE OPTIONS AND INSTALLATION TYPES

##### Academic License Options: Permitted Installation Types

Individual: Standalone Named User

Group: Designated Computer

Concurrent: Network Concurrent User

Classroom: Designated Computer, Network Concurrent User

##### 4.1. Academic License Options.

- 4.1.1. Individual. Except as specifically set forth in Section 4.3 hereof, the Individual License Option permits only the Standalone Named User Installation Type. Program use is restricted to the single, designated Named User.

4.1.2. Group. Except as specifically set forth in Section 4.3 hereof, the Group License Option permits only the Designated Computer Installation Type. The Programs may be operated on up to the maximum number of Designated Computers licensed for each Program. Licensee is responsible for ensuring that the total number of Designated Computers on which each Program is installed and used does not exceed the number licensed for each Program. This License Option must be centrally administered and maintained. Licensee shall be responsible for, and shall assign a central administrator the task of accurately counting and controlling the number of Designated Computers on which installation of each Program is allowed, and installing and administering the Programs including new versions of the Programs delivered during any paid Software Maintenance Service term.

4.1.3. Concurrent. Except as specifically set forth in Section 4.3, the Concurrent License Option permits only the Network Concurrent User Installation Type.

4.1.4. Classroom. Except as specifically set forth in Section 4.3, the Classroom License Option permits only the Network Concurrent User and/or Designated Computer Installation Types. Notwithstanding the foregoing definition of Academic Internal Operations, Programs licensed under the Classroom License Option are further restricted to use in connection with on-campus computing facilities that are used solely in support of classroom instruction of students. Research use is not permitted.

## 4.2. Installation Types.

4.2.1. Standalone Named User. The Programs may only be installed and operated on one or more individual Computers, provided the Programs are only accessible to, and operated by, the Named User for that License. The physical locations of the Computers used by the Named User to run the Programs are not limited; the Computers may be located at work, home, in a laboratory, or on a laptop. Licensee may only designate one Licensed User access to or use of the Programs under each Named User License. Licensee may redesignate the Named User for a Program, whether temporarily or not, no more than four (4) times per year. A Named User may not use a Program on more than two (2) Computers simultaneously.

4.2.1.1. Alternatively, for the Windows(R) platform only, Licensee may install and operate the Programs on a single, designated, Computer as described in Section 4.2.2 below (a "Designated Computer" Installation Type). This Designated Computer Installation Type is in lieu of the Standalone Named User rights above, not in addition to those rights, and is intended to accommodate a single Windows Computer shared by multiple Licensed Users.

4.2.2. Designated Computer. The Programs may only be installed and operated on a single, designated Computer, provided the Computer is not a network server and the Programs are only operated from that Computer's console by only one Licensed User at any given time. Licensee may redesignate the Computer for a Program to a different Computer, whether temporarily or

not, no more than four (4) times per year.

4.2.3. Network Concurrent User. The Programs may only be installed in a central location on a single designated network server. Licensee must run the License Manager in its Concurrent mode and may have only as many Licensed Users simultaneously operating a Program at any given time as the number of Concurrent keys acquired for that Program. Subject to the foregoing, a Licensed User of the Concurrent License Option may utilize any number of Computers served by a single License Manager provided that, before using a Program on any Computer, the Licensed User checks out a separate Concurrent key from the License Manager for that Computer. Portions of the Programs may be installed on university-owned or controlled individual Computers to accelerate startup times, as long as the installations on the individual Computers are controlled by the License Manager on the network server. Licensees of the Concurrent License Option are prohibited from providing Program access to users located outside the country in which the License Manager server is installed.

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## 5. REMOTE AND SHARED OPERATIONS

Subject also to the foregoing:

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- 5.1.2. Network Concurrent Users may remotely access Concurrent Programs served by the License Manager server for the License under which they are operating.
- 5.1.3. The Licensee of a Designated Computer Installation Type may designate one Licensed User to remotely access the Programs licensed on the Designated Computer for operation on that Designated Computer. Licensee may redesignate such Licensed User, whether temporarily or not, no more than four (4) times per year.

### 5.2. Shared Access to the Desktop:



- 5.2.1. A Licensed User may use Microsoft(R) Remote Assistance technology, NetMeeting(R) conferencing software, or similar technologies to share the desktop view of a Program session remotely with another individual for assistive purposes only.

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- 4.9. **Program Component.** Any portion of, or file provided with, a Program.
- 4.10. **Source Code.** Human-readable program code written in a higher-level language such as C, C++, Java(TM), MATLAB(R), MDL, VHDL, Verilog,

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5.2.1.1. Licensee may copy and deploy these files outside of the Programs in Linked Object Code form or Source Code form, if only used in combination with code generated by those Programs as part of a larger standalone Application.

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September 2007  
PN 20348

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February 2013  
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