



## ALTIUM LIMITED END-USER LICENSE AGREEMENT

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ALTIUM LIMITED  
ACN 009 568 772

Amended November 15, 2014

# END-USER LICENSE AGREEMENT

## IMPORTANT – READ CAREFULLY

THIS ALTIUM LIMITED END-USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL PERSON OR A LEGAL ENTITY, “YOU” HEREIN) AND ALTIUM LIMITED OR ONE OF ITS SUBSIDIARIES (COLLECTIVELY, “ALTIUM” HEREIN) TO GOVERN YOUR USE OF CERTAIN COMPUTER TECHNOLOGY DEVELOPED AND DISTRIBUTED BY ALTIUM, WHETHER IN THE FORM OF COMPUTER SOFTWARE, HARDWARE, FIRMWARE OR ANY OTHER FORM, TOGETHER WITH APPLICABLE DOCUMENTATION (COLLECTIVELY, THE “LICENSED MATERIALS” AS FURTHER DEFINED BELOW) AND RELATED SERVICES. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE CLICKING ANY FORM OF “I ACCEPT” OR “I AGREE” BUTTON AND BEFORE USING OR REGISTERING TO USE THE LICENSED MATERIALS. BY CLICKING SUCH BUTTON AND/OR BY USING OR REGISTERING TO USE THE LICENSED MATERIALS, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS EULA, INCLUDING, BUT NOT LIMITED TO, OWNERSHIP AND GRANT OF LICENSE TERMS IN SECTIONS 2 AND 4, THE LICENSE RESTRICTIONS IN SECTION 3, THE CONFIDENTIALITY PROVISIONS IN SECTION 5, THE ALTIUM SUBSCRIPTION PROVISIONS (IF ELECTED) IN SECTION 7, THE ALTIUM HOSTED SERVICES (IF ELECTED) IN SECTION 8 AND THE LIMITATIONS OF LIABILITY AND DISCLAIMERS IN SECTIONS 12 AND 13. THE CURRENT ALTIUM EULA MAY BE FOUND AT [WWW.ALTIVM.COM](http://WWW.ALTIVM.COM) AND RELATED ALTIUM WEBSITES. SOME TERMS OF THE EULA MAY BE MODIFIED OR NOT APPLICABLE DEPENDING UPON WHERE YOU LIVE. IN SOME INSTANCES THIS EULA ADDRESSES TERRITORY-SPECIFIC MODIFICATIONS TO CERTAIN PROVISIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU ARE NOT PERMITTED TO USE OR REGISTER THE LICENSED MATERIALS; IF YOU HAVE ALREADY OBTAINED OR PURCHASED THE LICENSED MATERIALS, BUT HAVE NOT USED THEM, PROMPTLY RETURN THE LICENSED MATERIALS TO THE PLACE WHERE YOU OBTAINED THEM AND YOUR MONEY (IF ANY PAID) WILL BE REFUNDED IN FULL. ALTIUM IN ITS SOLE DISCRETION AND IN CONSIDERATION OF PROVIDING ONGOING SERVICES TO YOU MAY AMEND THIS EULA UPON THIRTY (30) DAYS NOTICE AND/OR POSTING OF THE SAME ON THE ALTIUM WEBSITE(S).

ALTIUM AND ITS SUPPLIERS OWN ALL INTELLECTUAL PROPERTY RIGHTS IN THE LICENSED MATERIALS SUPPLIED HEREUNDER; SOFTWARE IS LICENSED, NOT SOLD, AND ALTIUM PERMITS YOU TO DOWNLOAD, INSTALL, USE OR OTHERWISE BENEFIT FROM THE SOFTWARE AND THE INTELLECTUAL PROPERTY RIGHTS THEREIN ONLY IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS EULA. USE OF OTHER, THIRD-PARTY MATERIALS AND SERVICES INCLUDED IN OR ACCESSED IN CONNECTION WITH THE SOFTWARE MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS OF SAID THIRD PARTIES.

THE SOFTWARE YOU HAVE LICENSED MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED COPYING. YOU MAY NOT DISABLE OR ATTEMPT TO CIRCUMVENT SUCH TECHNOLOGY. FAILURE TO COMPLY WITH THE PROCESS FOR SUCH ACTIVATION OR ATTEMPTING TO CIRCUMVENT SUCH PROCESS MAY RESULT IN THE SOFTWARE BEING INACCESSIBLE TO YOU. ENGAGING IN ANY SUCH ACTIVITY MEANT TO MODIFY OR CIRCUMVENT SUCH RESTRICTIONS ON UNAUTHORIZED COPYING SHALL RESULT IN IMMEDIATE TERMINATION OF THIS EULA, WHETHER OR NOT ALTIUM IS AWARE OF YOUR ACTIVITIES AT THE TIME OR DISCOVERS THEM LATER. ANY FURTHER USE OF THE SOFTWARE OR OTHER LICENSED MATERIALS BY YOU SUBSEQUENT TO SUCH TERMINATION MAY EXPOSE YOU TO LIABILITY FOR COPYRIGHT INFRINGEMENT AND OTHER CLAIMS.

# END-USER LICENSE AGREEMENT

## 1. DEFINITIONS

Unless the context otherwise requires, the following expressions will have the following meanings in this EULA:

- 1.1. Altium means Altium Limited and any or all of its subsidiaries, divisions or subdivisions, collectively.
- 1.2. Bundle(d) refers to when two or more Altium Products are supplied together as a single package. When Products are supplied as a Bundle they are deemed a single Product in terms of their usage and transfer. In no event shall You be permitted to install a Bundled Product, in whole or in part, on a computer or local area network ("LAN" as further defined below) for which such Bundled Product is not licensed.
- 1.3. Effective Date means the commencement date of this EULA with respect to the applicable Licensed Materials, which shall be the date You obtain the Licensed Materials.
- 1.4. You(r) means the entity, either individual or company, that is obtaining the Licensed Materials.
- 1.5. Products mean any and all Altium computer software applications or computer hardware, firmware, Libraries or Bonus Technologies that accompany or are hereafter provided pursuant to this EULA, including any associated media, printed materials and electronic documentation. The Altium Products also include any software updates, software version upgrades, software configuration upgrades, add-on components, web services and/or supplements that Altium may provide to You as part of Altium Subscription Services or as Extensions if You elect to purchase such Services or additional functionality in accordance with this EULA.
- 1.6. Developer Edition means an Altium Product that is accompanied by the Developer Kit to permit You to create add-on products for Altium Products.
- 1.7. Developer Kit means additional technology supplied when a Developer Edition of an Altium Product is licensed. The Developer Kit includes programmer-relevant software interface documentation, source code examples, and Runtime Libraries.
- 1.8. Runtime Libraries means compiled software development library files supplied as part of the Developer Kit.
- 1.9. Firmware means computer hardware that also contains software elements.
- 1.10. Intellectual Property Rights means patent, copyright, design rights (whether registered or unregistered), trademarks (whether registered or common law), mask works, trade secrets, confidential information and any other form of intellectual property rights.
- 1.11. Core means a block of logic or data used to implement specific component functionality in an FPGA (Field Programmable Gate Array) or an ASIC (Application Specific Integrated Circuit). Altium Cores are supplied in pre-synthesized EDIF form.
- 1.12. Libraries means compiled computer software development library files supplied as part of the Licensed Materials or in some cases licensed separately as non-refundable Extensions.
- 1.13. Licensed Materials means the computer hardware, firmware, software, Extensions and Altium Subscription Products (including but not limited to all Bundled Products, Cores and Libraries) licensed by and provided to You hereunder. Such Licensed Materials may contain pre-configured software packages or such software packages together with additional Extensions or other functionality supplied as part of Subscription Services by Altium or one of its resellers or distributors.
- 1.14. Licensed User Products means any integrated circuits designed, manufactured or marketed by You or on Your behalf that incorporate all or any of the Libraries, or that were designed using any of the Licensed Materials.

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- 1.15. LAN or Local Area Network means an interconnected set of computers, all of which are contained within the same geographic site (and not including computers located at other geographic sites, even if part of the interconnected set of computers), upon which any computer software provided as part of the Licensed Materials may run.
- 1.16. Permitted Use(s) means use of the Licensed Materials by You in accordance with Section 2, below, and the other provisions herein.
- 1.17. Security System means the methods of enabling any Altium Products provided with the Licensed Materials to operate only in accordance with the way they have been licensed by You, and of preventing any circumvention by You of such methods.
- 1.18. Specifications means Altium's published specifications for the Licensed Materials.
- 1.19. Internet Based License Management System means the Altium website at [www.altium.com](http://www.altium.com) or such other address designated by Altium through which the Licensed Materials may be made available to You on an on-demand basis. On-demand licenses are subject to whatever restrictions apply to the particular type and geographic scope of the licenses purchased and are governed by the other terms and conditions in this EULA.
- 1.20. Continental License means a multi-user license for use of the Licensed Materials at multiple sites within one geographic continent by a specified number of users. Altium refers to continents as North America, South America, Europe, and APAC.
- 1.21. Global License means a multi-user license for use of the Licensed Materials at multiple sites anywhere in the world by a specified number of users.
- 1.22. Single Site License means a license for use of the Licensed Materials at a single geographic site by a specified number of users. For purposes of a Single Site License, the phrase "geographic site" means a site no greater than one-half mile (800 meter) radius. You may have software temporarily used by an employee for telecommuting purposes from locations other than such geographic site, such as the employee's residence, an airport or hotel, provided that such employee's primary place of employment is the site where the software is authorized for use and provided that such employee does not make such software available to others not within the licensed geographic site.
- 1.23. Temporary Use means use of the Licensed Materials at a site, location or in a geographic area not otherwise licensed hereunder by You, but wherein the use of the Licensed Materials must: a) be temporary and time-limited; b) in no event result in an additional copy of the Licensed Materials being made or installed on any other party's computers or computer networks; c) in no event allow ongoing use of the Licensed Materials by any third party, except as may otherwise be allowed herein; and d) in no event compromise or disclose Altium's confidential and trade secret information. By way of example only, the kind of Temporary Use that may be permitted hereunder would be if You had the Licensed Materials on a portable computer for purposes of taking them to a contractor site that is working with you on company business, and who is fully obligated to abide by confidentiality and other restrictions regarding any such materials that you disclose to them. In such case, You might show the Licensed Materials to said contractor, but in no event would leave behind a copy or install the same on said contractor's computers or computer networks.
- 1.24. Altium Subscription means an annual, non-refundable election by You to obtain the following from Altium or one of its resellers or distributors during the applicable time period in accordance with the payment and other terms set forth herein: Altium Product major revisions, upgrades, updates, product fixes, product enhancements and improvements to software reference information for the software licensed by You and support for the Licensed Materials through Altium's support facilities. Altium may withdraw any feature or portion of Altium Subscription or any software previously subject thereto from further development, fixes or enhancement upon ninety (90) days' notice to You or posting of such changes on the Altium website(s).

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- 1.25. An Academic Use License is one that: (i) in the case of employees (faculty and academic staff) performing software administration, teaching, and non-commercial, academic research for You only 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 You or one of Your employees. Any other use is expressly prohibited, including but not limited to: (a) any use by any person for purposes of supporting research and development for any commercial (for profit) entity, even if a portion of such research and development is for pure academic reasons; and (b) any use by any person for purposes of supporting any governmental agencies or not-for-profit entities.
- 1.26. A Time-Limited License is any of the above-defined licenses but for a limited time only. Some Altium Products or Product features/functionality are offered only on a Time-Limited License basis. All Time-Limited Licenses are non-refundable. Any Time-Limited License may be renewed by You for additional periods of time.
- 1.27. Extensions means additional software, features or functionality that You may license from Altium or that in some cases may be supplied as part of Altium Subscription to extend the capabilities of any of the Altium Products that You have licensed, such as Libraries or additional layers of design capability. Licenses to Extensions are all Time-Limited Licenses as defined above and non-refundable.
- 1.28. In-App Purchase means an election by You to purchase a license to an Extension to an Altium Product with the election and payment mechanism available within the Product itself.
- 1.29. Hosted Services means the services provided by Altium to host and maintain content and data files (collectively, "Content") on Your behalf as further described below with the object of making such Content accessible to You and/or others in multiple locations and on multiple devices. Upon enabling the Hosted Services Your Content will be sent to Altium and stored for access by You on any devices enabled for such Hosted Services.

## 2. OWNERSHIP AND GRANT OF LICENSE

- 2.1. Ownership. The Licensed Materials are licensed to You, not sold. The Licensed Materials are the sole property of Altium and/or its licensors and are protected by all applicable Intellectual Property Rights and contract laws. In accepting this license, You acknowledge that all Intellectual Property Rights in the Licensed Materials are and will remain the sole property of Altium and/or its licensors. Nothing contained in this EULA will be construed as granting You by implication, estoppel or otherwise any ownership, license or other right except the licenses and rights expressly granted to You in this EULA or as provided by law.
- 2.2. Terms of License Granted. Upon payment of the applicable license fees, Altium hereby grants to You a non-exclusive, non-transferable license to:
  - 2.2.1. Use the Licensed Materials, solely for the design, simulation, implementation and manufacture of Licensed User Products, subject to all of Permitted Uses and the user number, geographic and other restrictions set forth in this EULA as they apply to the types of license(s) You have purchased from Altium.
  - 2.2.2. Make, have made, use, sell or otherwise distribute Licensed User Products developed from the Licensed Materials or, in Your discretion, incorporating all or any portion of the Libraries, on a worldwide basis to Your customers.
- 2.3. From time to time Altium may provide certain end-users with certain software that contains code for experimental testing and evaluation (which may be either alpha or beta, collectively "Beta Code"). The following provisions apply to such Beta Code:

- 2.3.1. Such Beta Code is provided to You as a beta tester under a temporary, nontransferable, nonexclusive license for experimental use to test and evaluate the Beta Code without charge for a limited period of time specified by Altium. In no event is Altium obligated to release any Beta Code commercially in any form. If You act as a beta tester of Beta Code for Altium, You agree to evaluate and test the Beta Code without compensation under conditions as directed by Altium. You further agree to communicate periodically with Altium to report on or discuss any malfunctions or suggested improvements to the Beta Code. You further agree that upon completion of Your evaluation and testing You will promptly send to Altium a written report summarizing Your evaluation of the Beta Code, including its strengths, weaknesses and recommended improvements.
- 2.3.2. You agree to maintain the Beta Code in confidence and to restrict access to the Beta Code, including the methods and concepts utilized therein, solely at that location and to those persons authorized by Altium to perform such beta testing. You agree that any written evaluations and all inventions, product improvements, modifications or developments that Altium conceives or makes during or subsequent to this EULA, including any based partly or wholly on Your evaluation and feedback, will be the exclusive property of Altium.
- 2.4. Restrictions on Use. This EULA grants You the right to install and use the Licensed Materials in accordance with the terms under which You have licensed the Licensed Materials from Altium. Notwithstanding the foregoing, Altium permits You to make a Temporary Use of the Licensed Materials so long as such use does not result in the use of more copies of the Licensed Materials than You are permitted to use at any given time, if Your license is so restricted hereunder. In the event that You desire to expand or extend Your use, or to migrate to different Products or functionality within any such Products You must notify Altium prior to any such expanded or extended use and arrange for the licensing of the applicable Licensed Materials.
- 2.4.1. In no event shall You: a) allow any of Your affiliates, subsidiaries or divisions, any portion of Your business located at a different geographic site, or third parties, to copy, have access to or use any portion whatsoever of the Licensed Materials unless You have licensed the Licensed Materials on a Continental License or Global License basis that would permit such use; notwithstanding the foregoing, You may make a Temporary Use of the Licensed Materials as stated in Section 2.3 above; b) allow any third party to have access to or use any portion whatsoever of the Licensed Materials, unless such access or use is in connection with a Temporary Use by You in carrying out a legitimate business purpose that does not otherwise violate the terms of this EULA, including but not limited to the restrictions on number of users, if such restrictions apply to Your license hereunder; c) make copies of the Licensed Materials for use by any of Your other affiliates, subsidiaries or divisions, or by any third party; d) allow more than the number of permitted persons to access and use the Licensed Materials at any one time, (whether involving a single license or a license that allows multiple users), including any Temporary Uses, unless you have negotiated with Altium for a license that permits an unlimited number of users to access and use the Licensed Materials; e) allow persons not covered by the geographic scope of Your licenses to use the Licensed Material on a "floating" or other basis; or f) using the Licensed Materials in any way that is not in compliance with Permitted Uses.
- 2.4.2. In the event that You have licensed the Licensed Materials for use in connection with a single computer, You may install and use only a single copy thereof at any given time, and said copy may be used only by You; provided, however, that if You have licensed the Licensed Materials for use on a single computer: a) you may install a second copy of the Licensed Materials on a home computer solely for use in connection with, and governed by, the License granted herein, so long as such copy is never used simultaneously with the original copy; and b) You may make a back-up, archival copy thereof that You shall install and use only in the event the original copy of the Licensed Materials is lost, corrupted or in some other way made unavailable other than through use or possession by another person.

- 2.4.3. In the event that You have licensed the Licensed Materials on a Single Site License, Continental License or Global License basis, this EULA allows as many persons employed or hired as contractors (so long as such contractors have entered into an appropriate form of confidentiality agreement) by You to simultaneously use the Licensed Materials as are permitted under the license obtained from Altium. At no time shall You permit the number of persons that may access and/or use the Licensed Materials to exceed the number of persons for whom You have licensed the same, including in connection with any Temporary Use. You understand and agree that such use beyond that licensed hereunder, whether by allowing excess persons to use the Licensed Materials or otherwise, shall constitute not only breach of this EULA, but violation of national and international copyright and patent laws. **ENGAGING IN ANY USE OF THE LICENSED MATERIALS BY PERSONS BEYOND THE NUMBER PERMITTED TO USE THE SAME, AT SITES FOR WHICH THE LICENSED MATERIALS ARE NOT LICENSED (EXCEPT FOR PERMITTED TEMPORARY USES) OR BY PERSONS NOT AUTHORIZED UNDER YOUR LICENSE TO USE THEM SHALL RESULT IN IMMEDIATE TERMINATION OF THIS EULA, WHETHER OR NOT ALTIUM IS AWARE OF YOUR ACTIVITIES AT THE TIME OR DISCOVERS THEM LATER. ANY FURTHER USE OF THE LICENSED MATERIALS BY YOU SUBSEQUENT TO SUCH TERMINATION WILL EXPOSE YOU TO LIABILITY FOR COPYRIGHT INFRINGEMENT AND OTHER CLAIMS.**
- 2.4.4. You may increase the number of persons or sites permitted to use the Licensed Materials at any one time, or the features and functionality of Your Licensed Materials through Extensions or otherwise, by paying Altium additional license fees in accordance with then-applicable pricing, provided that such additional persons in no way access or use the Licensed Materials, or the additional functionality, prior to any such additional license fees being paid by You. In the event that any provision of this EULA is breached by You, the license granted herein shall automatically terminate, without further action by Altium and whether or not You abide by such termination. Failure of Altium to learn about any such breach shall not constitute a basis for You to assert that You are not in breach hereof, or that Altium has acquiesced in such breach.

### 3. FURTHER RESTRICTIONS ON USE, DISCLOSURE; THIRD-PARTY LICENSE RIGHTS

- 3.1. No Standalone Use of the Licensed Materials. In no event shall You be permitted to sell, license or otherwise commercialize the Licensed Materials as standalone products. You may include Libraries only within Licensed User Products.
- 3.2. No Assignment or Sharing. In no event shall You disclose, transfer, assign, publish, distribute, provide in a service bureau, rent, lease or in any other way make available to any other person the Licensed Materials or any part thereof without the prior written consent of Altium; provided, however, that You shall be permitted to make permitted Temporary Uses of the same, and/or include within any Licensed User Products the Libraries provided by Altium as part thereof. Such permission to use such Libraries in Licensed User Products shall not apply to or be permitted to be used in products that compete with the Licensed Materials.
- 3.3. No Copying or Reverse Engineering. Except where limited by local law, You understand and agree that in no event shall You make unauthorized copies of, decompile, reverse engineer, disassemble, modify, or otherwise reduce the Licensed Materials or any portion thereof to human-perceivable form, or disclose to any third person any portion of the Licensed Materials in human-perceivable form. You may not modify the Altium Products provided with the Licensed Materials so as to circumvent any restrictions on use afforded by the Altium Security System supplied with such Products.
- 3.4. Restrictions on Disclosure. You may not provide, disclose or in any other way make available to others, including but not limited to your affiliates, subsidiaries or divisions (unless You have licensed the Licensed Materials in such a way as to permit such use or in connection with a permitted Temporary Use), or any third parties, any of the Licensed Materials without the prior written permission of Altium; provided, however, that You may provide device programming files, namely bit-stream files or PROM files, to third persons without such prior approval solely for use in the manufacturing

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of Licensed User Products. In the event that You hire or engage any contractor to assist You in connection with the installation, implementation or other use of the Licensed Materials, You shall first determine that said contractor is not employed or engaged by any direct competitor of Altium, and in the event such contractor is so employed or engaged, You shall in no event give such person access to the Licensed Materials; in the event such contractor is not employed by or engaged by a direct competitor of Altium, You shall ensure that such contractor has entered into an appropriate confidentiality agreement that protects the Licensed Materials in a manner consistent with the confidentiality and other provisions in this EULA.

- 3.5. **Third-Party Licenses. THE LICENSE RIGHTS GRANTED IN THIS EULA ARE TO THE LICENSED MATERIALS DEVELOPED SOLELY BY OR FOR ALTIUM. YOU UNDERSTAND AND AGREE THAT THE LICENSED MATERIALS MAY CONTAIN COMPUTER SOFTWARE AND INTELLECTUAL PROPERTY BELONGING TO THIRD PARTIES, AND THAT THE LICENSE TO SUCH THIRD-PARTY COMPUTER SOFTWARE AND INTELLECTUAL PROPERTY EXTENDS ONLY TO THEIR USE FOR DEVELOPMENT PURPOSES. YOU UNDERSTAND AND AGREE THAT IT IS YOUR SOLE OBLIGATION AND RESPONSIBILITY, AND IN NO EVENT ALTIUM'S OBLIGATION OR RESPONSIBILITY, TO DETERMINE WHAT, IF ANY, THIRD-PARTY LICENSES YOU MUST OBTAIN IN CONNECTION WITH SUCH THIRD-PARTY COMPUTER SOFTWARE OR INTELLECTUAL PROPERTY IN THE EVENT YOU DESIRE TO DISTRIBUTE COMMERCIAL PRODUCTS THAT INCORPORATE OR ARE BASED UPON SUCH THIRD-PARTY COMPUTER SOFTWARE AND/OR INTELLECTUAL PROPERTY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD ALTIUM, AND ALTIUM'S OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, RESELLERS AND DISTRIBUTORS COMPLETELY HARMLESS FROM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPERTS' FEES, ASSOCIATED IN ANY MANNER WITH YOUR FAILURE TO OBTAIN OR PROPERLY MAINTAIN ANY SUCH REQUIRED THIRD-PARTY LICENSES.**
- 3.6. **Indemnification for Specified Applications.** In the event that You use the Licensed Materials in connection with one or more of the following applications You shall indemnify, defend and hold Altium and its officers, employees, subsidiaries, affiliates, and distributors harmless against all claims, costs, damages, expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of personal injury, death, or other damages associated with such unintended or unauthorized use, even if such claim alleges that Altium was negligent regarding the design of the Licensed Materials: the operation of weapons, weapons systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, hazardous substances management, or for any other application in which the failure of the Licensed User Products could create a situation where personal injury or death may occur.
- 3.7. **Compliance Certification.** During the term of this Agreement Altium shall have the right to request that You provide within thirty (30) days of receipt of Altium's written request sufficient documentation to support, and certification of, use of the Licensed Materials in compliance with this EULA's terms and conditions.

## 4. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all Intellectual Property Rights in the Licensed Materials are and will remain the sole property of Altium or its licensors. Nothing contained in this EULA will be construed as conferring by implication, estoppel or otherwise upon You any ownership, license or other right except the licenses and rights expressly granted herein to You. Inclusion of any Libraries within Licensed User Products in no way confers upon You any ownership or other rights in such Libraries, or in any derivative works thereof.



## 5. CONFIDENTIALITY

You acknowledge and agree that the Licensed Materials and all other information provided to you by Altium or its resellers or distributors under this EULA are to be held by You in confidence, and are not to be disclosed except as permitted by this EULA. You acknowledge and agree that the Licensed Materials constitute the trade secrets and proprietary information of Altium and/or third parties. You agree that You shall make the Licensed Materials available only to Your employees or to consultants/independent contractors who are not working for any competitor of Altium and who have entered into a confidentiality agreement with You sufficient to protect Altium's Intellectual Property Rights in the Licensed Materials. You agree to use sufficient safeguards to ensure the confidentiality of Altium's Licensed Materials, and in no event less than the standard of protection used generally in the semiconductor or EDA industry for similar materials.

## 6. ONLINE SERVICES

- 6.1. Online Services Availability and Use. The Licensed Materials may rely upon or facilitate Your access to websites that are maintained by Altium or others offering goods or services ("Online Services" herein). Your access to and use of any such website, or of any such Online Services, is completely governed by the terms, conditions and disclaimers that exist on such website, or in connection with such Online Services. Altium may at any time, in its sole discretion, eliminate, alter or modify the availability of any such website or any such Online Services.
- 6.2. No Connection with Third Party Online Services Providers. Altium does not control, endorse or accept any responsibility or liability in connection with websites or Online Services provided by any third party, even if Altium includes references or links to such websites on its own website. Any communications or other dealings between You and any third party in connection with access to or use of any such website or Online Services, including but not limited to delivery and payment terms, are solely between You and such third party. In no event shall Altium be liable to You for any failures, deficiencies or errors in complying with applicable laws by such third party website or Online Service providers.
- 6.3. Your Risk. **EXCEPT AS EXPRESSLY AGREED TO BY ALTIUM IN A SEPARATE, SIGNED WRITTEN AGREEMENT, YOU UNDERSTAND AND AGREE THAT ANY ACCESS TO OR USE OF THIRD-PARTY WEBSITES OR ONLINE SERVICES IS AT YOUR COMPLETE RISK AND SUBJECT TO THOSE LIMITATIONS SET FORTH IN SECTIONS 12 AND 13, BELOW.**
- 6.4. Internet Based License Management System. In the event that you have licensed the Licensed Materials from Altium on an on-demand basis, such that Your access to the same is through the Internet Based License Management System, You understand and agree that nothing herein shall constitute a guarantee or warranty that such Internet Based License Management System shall be available to You at any and all times, and You understand and agree that such Internet Based License Management System may be inaccessible at times due to maintenance, error fixing or other reasons.

## 7. ALTIUM SUBSCRIPTION SERVICES

- 7.1. Altium and/or its resellers/distributors offer Altium Subscription Services on a yearly, non-refundable basis or on an extended basis if specifically purchased by You. If You elect to purchase the Altium Subscription Services as part of Your initial license of Licensed Materials, at a later date or through the renewal process (existing customers) such election shall be in accordance with the terms and conditions below.
- 7.2. At the time of initial license of the Licensed Materials, or upon any renewal of the Altium Subscription Services, You agree to provide Altium and/or its applicable distributor or reseller with the following information: (a) current contact information which You agree to keep current if it changes during the term of this EULA; and (b) the period of time for which you are purchasing Altium Subscription Services.

- 7.3. After initial purchase of Altium Subscription Services, You may renew such Subscription Services for the same or a different number of annual terms.

## 8. HOSTED SERVICES

- 8.1. Location-based Services. If You elect to purchase Hosted Services from Altium, You understand and agree that as part of such Services Altium may provide You with the capability to access Your Content from Your current location. In order to provide such capability, Altium will be required to collect and use data related to Your location and account. You agree and consent to Altium's collection, use, transmission and processing of such location and account data in connection with such Services. You may withdraw such consent at any time by disabling the location features of Your device(s).
- 8.2. Service Availability. The Hosted Services or particular features or functionality therein may not be available in all territories and at all times. Altium makes no warranty or guarantee—and disclaims the same—that the Hosted Services will operate on an error-free basis or in all locations such as to permit access to Your Content at all times.
- 8.3. Billing and Payment. Hosted Services are billed and must be paid for on an annual basis only, in advance. All Hosted Services fees are non-refundable. As with Subscription Services You may elect automatic payment of any renewal fees for Hosted Services, but in no event are You obligated to do so, and even if You do at any one point You may later revoke such authorization. If You do elect automatic renewal then You agree to provide Altium with current, valid credit card or other payment (e.g. Paypal) information for use in such renewal process. Approximately 45-60 days before the end of any annual term Altium will notify You of the expiration of the term of Hosted Services and provide You with an invoice for annual renewal thereof and/or notice that the credit card that You have linked to Your account will be charged pursuant to automatic renewal, if You have provided so elected. In the event that You elect not to renew the Hosted Services or the credit card information You have provided for automatic renewal is no longer current or operative and You fail to provide current information or other form of payment, Altium reserves the right to revoke or restrict access to Your Content stored through Altium's Hosted Services as of the expiration date of Your purchase.
- 8.4. Private Storage Upgrade. Some Altium products require use of Hosted Services and may also require that Your Content be publicly available, with a limited amount of private hosting. You may, however, purchase additional private Hosted Services storage on a time-limited, non-refundable basis.
- 8.5. Cancellations and Refunds. All amounts paid by You for Hosted Services are non-refundable except as otherwise required by law. You may, however, cancel such Services by contacting Altium within 15 days of Your initial purchase. Applicable local laws may vary these policies and require partial refunds.
- 8.6. Your Hosted Services Account. Upon Your purchase of Hosted Services You will be required to establish an account (the "Account") and to set personal access and identification codes for security purposes. It is Your sole responsibility to maintain the integrity and confidentiality of such access and identification codes. You further agree to promptly update any of Your Account information in the event it changes during the period You are using Hosted Services. You further agree that Altium may store and use the personal identifying information You provide in setting up and using Your Account. In all events Altium shall protect any personal identifying information provided by You in accordance with the Altium Privacy Policy at [www.altium.com](http://www.altium.com) or [www.circuitmaker.com](http://www.circuitmaker.com).
- 8.7. Prohibited Activities. You agree that in connection with any use of the Hosted Services to refrain from all of the following: a) uploading, posting, storing or transmitting any Content that is unlawful, harassing, pornographic, violent, defamatory or invasive of others' privacy; b) storing any Content that infringes the Intellectual Property Rights of any other person or entity; c) storing any Content that contains the trade secrets of any third party that You are not authorized to possess or have misappropriated; d) uploading or storing any Content that contains viruses or any computer code that is designed to interfere with, corrupt or in any way harm the Hosted Services or its normal operations; e) taking actions that trespass

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upon or overly burden the Hosted Services network capacity; f) using the Hosted Services for any purpose in violation of the law, including without limitation the development of any weapons; or g) using the Hosted Services or attempting to use the Hosted Services to gather information or data related to any other user of the Services.

- 8.8. Backing up Your Content. You are responsible for backing up any and all of the Content that You store through the Hosted Services. Altium makes no warranty or guarantee that Your Content will not be subject to loss, inaccessibility, inadvertent damage or corruption. Altium makes no warranty or guarantee that any website through which You access Your Content will always be available or accessible and You waive any and all right to claim damages due to such unavailability or inaccessibility.
- 8.9. Removal of Content. You understand and agree that Altium is in no way responsible or liable for the Content provided by You or other users of the Hosted Services. Altium reserves the right, however, to determine whether any such Content is in compliance with this EULA and to remove or modify the same in the event that Altium believes such Content is in violation of this EULA or any other person's rights.
- 8.10. Copyright Infringement Notice—DMCA. If You believe that any Content in which You claim copyright rights has been infringed by anyone using the Hosted Services for storage please contact Altium as described in its copyright policy at [www.altium.com](http://www.altium.com). Altium may in its discretion suspend and/or terminate accounts, or bar certain Content, in keeping with the Digital Millenium Copyright Act (DMCA).
- 8.11. Content License from You. In agreeing to use the Hosted Services, You hereby grant to Altium a non-exclusive, worldwide royalty-free license during the term You use such Hosted Services to use, distribute, reproduce, modify, adapt, publish, translate and publicly display such Content that is meant or designed to be available to other Hosted Services users pursuant to the terms of Your Altium Product purchase. By uploading any Content that is meant for public access to other users of the Hosted Services You represent and warrant that such Content is owned by or licensed by You in a manner that provides for such public access.
- 8.12. Proprietary Rights. You acknowledge and agree that Altium owns all right, title and interest to the Hosted Services, including but not limited to its user interface, code, scripts and software used in the operation thereof or provided to You as part of the Hosted Services. You agree that You will not copy, reproduce or misappropriate any portion of the Hosted Services for any reasons, including but not limited to for purposes of competing with the Hosted Services in any way.
- 8.13. License from Altium. In connection with Your use of the Hosted Services, Altium grants You a non-exclusive, non-transferable worldwide license to use any software provided to You as part of the Hosted Services. In no event shall You reverse engineer, decompile or otherwise attempt to discover the source code for any such software or in any way attempt to sell, lease, sublicense, assign or grant a security interest in any such software.
- 8.14. Indemnity and Waiver. You agree to indemnify, defend and hold harmless Altium and its officers, directors, affiliates, employees and agents from any expense (including reasonable attorneys' fees), losses, claims or demands made by a third party relating to any Content provided by You for storage through Hosted Services unless You cannot be held responsible for any such loss or claim under local law. You understand and agree that You are waiving any rights to sue or bring other legal action against Altium related to any decision by Altium to remove Your Content from the Hosted Services, to bar Your access to the same based upon any decision by Altium that You are in violation of Your obligations in using the Hosted Services and/or to suspend or terminate Your access to the Hosted Services entirely during any investigation of a suspected violation of the terms hereof.
- 8.15. Altium in its sole discretion may change the features or functionality of its Hosted Services and will notify You of the same either by email to an address provided by You or by posting such changes on an Altium website.

## 9. IN-APP PURCHASES

Certain Altium Products contain functionality allowing for the “In-App” Purchase of Time-Limited Licenses to Extensions for such Products. In order to make such License purchases You will be required to create an account and include applicable personal and payment method information. By following the procedures within such Products for such in-app license purchases You agree to pay all fees associated with such purchases, which fees are non-refundable for the period such Extensions are used by You; You may, however, receive a pro-rated credit for future purchase should You decide that You are not in need of such Extensions for the period you originally purchased them. In the event that You wish to extend the time period for any such Time-Limited Licenses You must make an additional In-App Purchase of the same prior to the expiration date of Your then-current License. In the event that You fail to do so, any such Time-Limited Licenses to Extensions shall terminate and such Extensions shall be unavailable to You unless You later re-purchase such Licenses. Altium will maintain any personally identifying information provided by You as part of any In-App Purchase in keeping with its Privacy Policy posted on the [www.altium.com](http://www.altium.com) or [www.circuitmaker.com](http://www.circuitmaker.com) websites. In addition to In-App Purchases, Licenses to Extensions may be purchased by You at such websites.

## 10. TERM; TERMINATION

This EULA will commence upon the Effective Date and will remain effective either: (a) for the period of time for which you have licensed the Licensed Materials, if You have done so on a time-limited basis or (b) until terminated, if You have licensed the Licensed Materials on a perpetual basis. Time-Limited Licenses may expire or be terminated without terminating other licenses granted to You herein. You may terminate this EULA at any time by destroying the Licensed Materials and all copies thereof. This EULA will terminate immediately without notice from Altium if You breach any material provision of this EULA, whether You have licensed the Licensed Materials on a time-limited or perpetual basis, provided that any payment obligations accruing prior to such termination will remain due and owing. Upon termination of this EULA, the licenses, rights and covenants granted hereunder and the obligations imposed hereunder will cease, except as otherwise expressly provided for herein, and You will destroy the Licensed Materials, including all copies and all relevant documentation. The provisions of all sections which by their nature would survive the termination of this EULA shall so survive and You shall be obligated to perform in accordance therewith.

## 11. GOVERNMENTAL USE

The Licensed Materials contain commercial computer software developed exclusively at Altium’s expense. Accordingly, pursuant to the United States Federal Acquisition Regulations (FAR) Section 12.212 and Defense FAR Supplement Section 227.7202, use, duplication and disclosure of the Licensed Materials by or for the United States Government is subject to the restrictions set forth in this EULA. The manufacturer is Altium Limited, 3 Minna Close, Belrose, NSW, Australia.

## 12. LIMITED WARRANTIES AND DISCLAIMER

**SOME JURISDICTIONS DO NOT ALLOW OR RESTRICT THE EXCLUSION OF CERTAIN WARRANTIES. AS SUCH, IF YOU ARE LOCATED IN ANY SUCH JURISDICTION SOME OF THE WARRANTY EXCLUSIONS HEREIN MAY NOT APPLY TO YOU. THE LICENSED MATERIALS, SUBSCRIPTION SERVICES AND HOSTED SERVICES ARE PROVIDED HEREUNDER “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY ACTUAL OR IMPLIED WARRANTY WITH RESPECT TO NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Altium’s sole liability and Your exclusive remedy with respect to any failure of the Licensed Materials, Subscription Services or Hosted Services to perform in accordance with their specifications during the first ninety (90) days after receipt by You will be limited to error correction or replacement, or if neither is in Altium’s

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opinion commercially feasible, termination of this EULA and refund of any license fee received by Altium from You in respect of the relevant Licensed Materials. In the event of failure of any of the Licensed Materials to perform in accordance with their specifications after said ninety (90) day period, Altium shall have no obligation to replace or refund Your monies in connection therewith. Altium does not warrant that the functions contained in any of the Licensed Materials, Subscription or Hosted Services will meet Your requirements, or that the operation of any of the same will be uninterrupted or error free, or that defects in any of the same will be corrected. Furthermore, Altium does not warrant or make any representations regarding Your use or the results of Your use of the Licensed Materials, Subscription Services or Hosted Services in terms of correctness, accuracy, reliability or otherwise. In the event that any portion of the Licensed Materials are delivered to You by Altium instead of obtained by You over the Internet, such delivery is F.O.B. and You shall bear all risk of loss associated therewith upon delivery to You by a common carrier.

## 13. LIMITATION OF LIABILITY

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY BY VENDORS OR SERVICE PROVIDERS. TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE PROHIBITED IN THE JURISDICTION WHERE YOU ARE LOCATED SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU. THE ENTIRE LIABILITY OF ALTIUM IN RESPECT OF ANY BREACH OF ITS CONTRACTUAL OBLIGATIONS ARISING UNDER THIS EULA AND ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION, INCLUDING NEGLIGENCE OR INTENTIONAL CONDUCT ARISING UNDER OR IN CONNECTION WITH THIS EULA (TOGETHER AN "EVENT OF DEFAULT") SHALL BE LIMITED TO DAMAGES IN AN AMOUNT EQUAL TO ALL FEES PAID BY YOU TO ALTIUM IN THE PRECEDING TWELVE (12) MONTHS FOR THE APPLICABLE LICENSED MATERIALS. NOTWITHSTANDING THE FOREGOING, ALTIUM WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY EVENT OF DEFAULT FOR LOSS OF DATA, PROFITS, GOODWILL OR ANY TYPE OF SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OR DAMAGE SUFFERED BY YOU AS A RESULT OF ANY ACTION BROUGHT BY A THIRD PARTY) EVEN IF SUCH DAMAGE WAS REASONABLY FORESEEABLE OR ALTIUM HAD BEEN ADVISED OF THE POSSIBILITY OF YOUR INCURRING THE SAME, AND REGARDLESS OF WHETHER SUCH EVENT OF DEFAULT IS STYLED AS BEING BASED UPON CONTRACT, TORT, STATUTORY OR OTHER LAW. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN, TO THE EXTENT PERMITTED BY LAW. NOTHING IN THIS SECTION WILL CONFER ANY RIGHT OR REMEDY UPON YOU TO WHICH YOU WOULD NOT OTHERWISE BE LEGALLY ENTITLED. YOU ACKNOWLEDGE THAT EXCEPT AS SET FORTH HEREIN, NO PROMISE, REPRESENTATION, WARRANTY OR UNDERTAKING HAS BEEN MADE BY ALTIUM TO YOU OR TO ANY PERSON ON YOUR BEHALF AS TO THE PROFITABILITY OR ANY OTHER CONSEQUENCES OR BENEFITS TO BE OBTAINED FROM USE OF THE LICENSED MATERIALS. YOU HAVE RELIED SOLELY UPON YOUR OWN SKILL AND JUDGMENT IN ACQUIRING THE LICENSED MATERIALS.** Nothing in this EULA is meant to exclude, restrict or modify any liability of Altium under any law under any jurisdiction in which the Licensed Materials are licensed, which law prohibits, restricts or modifies any portion of the limitation of liability set forth herein, such as Part VA of the Australian Trade Practices Act of 1974, or any similar law.

## 14. EXPORT RESTRICTIONS

Depending upon the jurisdiction in which the Licensed Materials are licensed or Subscription or Hosted Services are used, this EULA may be subject to certain government export and other restrictions, and You shall comply with all applicable laws in connection therewith. You agree that You will not export or re-export the Licensed Materials, reference images or accompanying documentation or use the Altium Subscription or Hosted Services in any form without the appropriate governmental licenses. Failure to comply with this provision is a material breach of this EULA and shall result in the automatic termination of this EULA, whether or not Altium is aware of the same at the time. The Licensed Materials or any software associated with Altium

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Subscription or Hosted Services may not be exported or re-exported into any U.S. embargoed countries or b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity list. By using the Licensed Materials, Altium Subscription or Hosted Services You represent that You are not located in such a restricted country or on any such list.

## 15. THIRD PARTY BENEFICIARY

You understand that portions of the Licensed Materials and related documentation may have been licensed to Altium from third parties and that such third parties are intended third party beneficiaries of the provisions of this EULA.

## 16. NON-ASSIGNMENT

Except as otherwise set forth herein, neither this EULA, nor any interest herein or part hereof, will be transferable or assignable by You or, by operation of law or otherwise, without Altium's prior written consent, and including whether such transfer or assignment is by operation of law, agreement of merger, sale of assets or otherwise.

## 17. GOVERNING LAW

This EULA shall be governed by the laws of the State of California, United States of America, without reference to conflict of law or choice of law principles or decisions, provided that if the Licensed Materials are acquired in the European Union (the "EU"), this EULA shall be governed by the laws of England, without reference to conflict or choice of law principles or decisions. Nothing in this EULA will be interpreted or construed so as to limit or exclude the rights or obligations of either party (if any) as to which it is unlawful to limit or exclude under the relevant national laws and, where applicable, the laws of any Member State of the European Union which implement relevant European Communities Council Directives. The parties specifically disclaim the application of the United Nations Conventions on Contracts for the International Sale of Goods in connection with this EULA.

## 18. GENERAL

- 18.1. Unenforceability. If for any reason a court of competent jurisdiction finds any provision of this EULA, or portion thereof, to be illegal, prohibited, void or unenforceable for any reason, that provision of the EULA shall be replaced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this EULA shall continue in full force and effect.
- 18.2. Headings. Save as otherwise provided herein, references to sections are to those contained in this EULA. Headings are inserted for convenience only and do not affect the construction of this EULA.
- 18.3. Construction. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and words importing persons include corporations.
- 18.4. Waiver. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof, or of any other right, power or privilege.
- 18.5. Entire Agreement. This EULA contains the entire agreement and understanding between the parties with respect of the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or in writing. The terms and conditions of this EULA may not be modified, deleted or superseded by terms and conditions in any other documents related to the applicable transaction, whether it be Your terms and conditions or any other documents supplied by You during the purchase process. You may not modify the terms of this EULA without Altium's mutual written consent.

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## TERRITORY-SPECIFIC MODIFICATIONS TO EULA

The following replace specific provisions in this EULA if You acquired the Licensed Materials in certain European Union member states; such provisions shall have no applicability to any Licensed Materials obtained outside of these countries:

### **Section 3.3 of this EULA is modified to add the following:**

Nothing included in this EULA (including this Section 3.3) shall limit any non-waivable right to decompile the licensed software that you may enjoy under mandatory law. For example, if you are located in certain member states of the European Union (EU), you may have the right upon certain conditions specified in the applicable law to decompile the software if it is necessary to do so in order to achieve interoperability of the Software with another software program, and you have first asked Altium in writing to provide the information necessary to achieve such interoperability and Altium has not made such information available. In addition, such decompilation may only be done by you or someone else entitled to use a copy of the software on your behalf. Altium has the right to impose reasonable conditions before providing such information. Any information supplied by Altium or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the software or used for any other act which infringes Altium's or its licensors' copyright rights.

### **Section 12 of this EULA is modified to read as follows:**

Subject to Section 13 as modified for Licensed Materials that are purchased in certain member states of the EU, Altium excludes all warranties only to the extent permitted by the law therein; liability for any breach of warranty is excluded except when due to Altium's gross negligence or intentional misconduct. A claim for damages arising from a defect in the Licensed Materials is only permissible if Altium fraudulently conceals such defect but in all cases subject to any statutory claims afforded to You by local law.

### **Section 13 of this EULA is modified to read as follows:**

Altium's statutory liability for damages shall be limited as follows: (a) In the case of intentional conduct or gross negligence by Altium its liability shall be unlimited for all resulting damage; (b) in the case of ordinary negligence Altium's liability shall be unlimited in the case of injury to life, limb or health; (c) Altium shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the license agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation; and (d) Altium shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries. You are required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of the licensed software and your computer data subject to the provisions of this EULA.

## ALTIUM EULA

Amended November 15, 2014