1. Definitions

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

1.1. "ALTIUM" means ALTIUM Ltd. and where applicable an affiliated company. For purposes of this EULA "affiliated" means related by a common parent or wholly owned subsidiary.

1.2. "Bundle(s)" refers to when two or more ALTIUM Products are sold together as a single package.

1.3. "Bundled Product" means the combination of two or more ALTIUM Products sold as a single package.

1.4. "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.

1.5. "Licensee" means any product designed, manufactured or marketed by You or Your Affiliate(s). The term "Affiliate(s)" means any person, company or organization that controls, is controlled by, or is under common control with You, whether through ownership or through the exercise of voting or possession of equity interest or through any other means.

1.6. "Licensed Materials" means any TASKING computer software applications ("TASKING Software Products") or equivalent libraries ("TASKING Firmware products") that accompany or are pre-installed on any ALTIUM computer hardware, Firmware and Software Products (including pre-synthesized EDIF-2 format libraries). Licensed Materials include the intellectual property, the source code, the compilation results, the documentation and all other elements necessary for the installation and use of the Licensed Materials to operate in accordance with the way they have been licensed by You, as more fully described herein.

1.7. "Licensee's Employees" means any tasking or non-tasking employee of Your company, who is subject to confidentiality agreements with You or Your Affiliate(s).

1.8. "Licensee's Employees' Primary Place of Employment" means the employee's primary place of employment.

1.9. "Licensee's Employees' Primary Place of Employment" means an additional TASKING Software Product provided to You as a bonus to the Licensed Materials that You have obtained.


1.11. "Licensed Materials" means use of the Licensed Materials by You in accordance with Section 2 below.

1.12. "Licensed Materials" means the methods of enabling any TASKING Software Products provided with the Licensed Materials to operate in accordance with the terms of this EULA.

1.13. "Licensed Materials" means use of the Licensed Materials by You in accordance with Section 2 below.

1.14. "Temporary Use" means use of the Licensed Materials by You in accordance with Section 2 below.

1.15. "Temporary Use" means a time limited license granted to You for the sole purpose of evaluating one or more Products and their suitability for Your environment. In no event shall such a license be used by You for commercial or production purposes and in any such use shall not be permitted to make copies of the Licensed Materials without the written permission of ALTIUM.

1.16. "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 Licensee's 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 the Licensee. Any other use is expressly prohibited, including but not limited to: (a) any use by any person or entity other than Licensee; (b) any use of the Licensed Materials as to an academic research or educational entity; and (b) any use by any person for supporting any governmental agencies or not-for-profit entities.

1.17. "Product Evaluation License" is a limited time license granted to You for the sole purpose of evaluating one or more Products and their suitability for Your environment. In no event shall such a license be used by You for commercial or production purposes and in any such use shall not be permitted to make copies of the Licensed Materials without the written permission of ALTIUM.

1.18. "Continental License" means use of the Licensed Materials to operate in accordance with the way they have been licensed by You, with 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, will only be permitted on a Continental License basis, and no other license or rights shall be granted.

1.19. "Global License" means use of the Licensed Materials to operate in accordance with the way they have been licensed by You, with 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, will only be permitted on a Global License basis, and no other license or rights shall be granted.

1.20. "Property Rights in the Licensed Materials" means any and all rights, title and interest in and to the Licensed Materials including, without limitation, all intellectual property rights and other proprietary rights in the Licensed Materials, whether registered or not and whether or not patentable or registrable under any particular jurisdiction or countries.

1.21. "Subsequent to such termination" means use of the Licensed Materials by You in accordance with Section 2 below.

1.22. "Terms of License Granted" means a time limited license granted to You for the sole purpose of evaluating one or more Products and their suitability for Your environment. In no event shall such a license be used by You for commercial or production purposes and in any such use shall not be permitted to make copies of the Licensed Materials without the written permission of ALTIUM.

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2.2.1. Use the Licensed Materials, solely for the design, simulation, implementation and manufacture of Licensed User Products;

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2.5. You may not:

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11. Export Restriction
Depending upon the jurisdiction in which the Licensed Materials are located, this EULA may be subject to restrictions on transfers to, or use by, or from nationals or citizens of specific countries or persons as provided by the laws in connection therewith. You agree that You will not export or re-export the Licensed Materials, reference images or accompanying documentation in any form without the appropriate governmental license or permission. You shall comply with all applicable laws, orders, and regulations relating to export controls, including any applicable laws of any Member State of the European Union which implement relevant European Communities Directives. You understand that portions of the Licensed Materials and related documentation may have been developed in connection with third parties and that such third parties are identified as third party beneficiaries of the provisions of this EULA.

12. Assignment
You understand that portions of the Licensed Materials and related documentation may have been obtained from third parties and that such third parties are identified as third party beneficiaries of the provisions of this EULA.

14. 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 delivered or used outside the United States of America, You agree that this EULA shall be governed by the laws of the State of California, United Kingdom, 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 provided by the laws of any Member State of the European Union which implement relevant European Communities Directives. The parties specifically disclaim the application of the United Nations Conventions on the International Sale of Goods in connection with this EULA.

15. General
15.1 Unenforceability. If for any reason a court of competent jurisdiction finds any provision of this EULA to be invalid, this EULA shall remain in full force and effect and the provision of this EULA shall be replaced with 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.

15.2 Waiver. No action or inaction by You, or any failure or delay by ALTIUM in exercising any right, power, 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 such power, right or privilege.
This ADDENDUM shall apply together with the TASKING EULA in connection with the purchase of licenses for a certain ALTIUM software product known as TASKING PERFORMANCE LIBRARIES. In the event of a discrepancy between this ADDENDUM and the EULA, this ADDENDUM shall control. Unless contradicted by the terms of this ADDENDUM, all restrictions and obligations in the TASKING EULA shall apply to Your purchase of Software licenses from ALTIUM. The terms and conditions of this ADDENDUM shall apply to Your Software licenses upon any use or registration thereof by You.

1. Definitions
In this ADDENDUM, unless the context otherwise requires, the following expressions will have the following meanings:

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Amended 02 May 2018