

# SEA-TEST® END-USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT")

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- d) duplicate, share, sublicense, sell, lend, lease, rent, distribute, market, commercialize or otherwise transfer the SOFTWARE or any portion thereof by any means to any third parties;
- e) break, forge, avoid, modify, neutralize or by-pass any function or protection of the SOFTWARE; or remove, modify, hide or degrade any trademark or mention of property, notice on or in the SOFTWARE.

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Your SUPPLIER may deliver the SOFTWARE to you in archival form on physical computer readable media or over the Internet with installation materials which specify the LICENSED PROGRAM. You shall be responsible for all use of your installation materials, and you shall not disclose the archive installation materials or allow them to be used except for use as expressly permitted herein.

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The SOFTWARE LICENSED PROGRAM is a license-controlled application and runs with a LICENSE file issued by InterAC that controls end-user LICENSE including starting date and ending date (if required) and provided by your SUPPLIER.

The term of the LICENSE is based on the type of the LICENSE purchased as "PERPETUAL LICENSE" or "LEASE LICENSE" or "ACADEMIC LICENSE" or as "TRIAL LICENSE", each type of license defined hereafter.

The term of the LICENSE is subject always to InterAC's right to terminate the AGREEMENT without further obligation, in the event that:

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On termination of this LICENSE you agree to remove the SOFTWARE from all computers and return the SOFTWARE in full to your SUPPLIER and certify in writing that you removed and destroyed all copies. Your obligations to pay any outstanding fees and charges due for supply of the SOFTWARE shall survive termination of this AGREEMENT.

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Purchase of PERPETUAL LICENSE entitles you to use the purchased version of the Software for an indefinite period. It includes Software SUPPORT & MAINTENANCE SERVICES as defined in article 7 of this AGREEMENT for a period of one year from date of purchase.

After the first year, SOFTWARE SUPPORT & MAINTENANCE SERVICES as defined in article 7 of this AGREEMENT must be purchased in annual consecutive periods or the term nominated in your approved purchase order, whichever is the lesser, without lapse. There is no guarantee, nor any obligation, to provide SOFTWARE SUPPORT & MAINTENANCE SERVICES for a PERPETUAL LICENSE if the SOFTWARE is discontinued or no longer supported by InterAC.

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Standard LEASE LICENSE is for an annual period. Upon expiration of LEASE period, the LEASE LICENSE shall automatically become disabled. LEASE LICENSE is not renewing automatically but subject to renewal order from you to your SOFTWARE SUPPLIER.

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If you have been granted a "TRIAL LICENSE" to test the SOFTWARE without any payment obligation, you may NOT use the SOFTWARE for any commercial or production use, i.e., you may use the SOFTWARE only to test its functionality.

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The SOFTWARE LICENSED PROGRAM is a license-controlled application through node-locked or network licensed versions.

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### **6.1. NODE-LOCKED LICENSE - License File Based on End-User Computer Host-ID**

The license is fixed to a specific computer's Host-ID Number. This license grants usage rights to a single user who will operate on a single computer.

### **6.2. DONGLE NODE-LOCKED LICENSE - License File Based on Dongle Host-ID (Not applied for TRIAL LICENSE)**

The license is fixed to a specific dongle Host-ID Number that can be installed on any computer. This license grants usage rights to a single user who will operate on a single computer at the same time.

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The license will reside on a network server and be accessible to multiple users across the network. The number of purchased licenses will control the number of users able to simultaneously access the SOFTWARE. The licenses are counted and managed by a network server and limit access to the number of purchased licenses. The number of non-simultaneous users accessing the SOFTWARE will not be limited.

## **7. SUPPORT AND MAINTENANCE SERVICES**

For the appropriate LICENSE TERM defined in this AGREEMENT and upon payment of applicable fees, your SOFTWARE SUPPLIER will provide the following "SERVICES":

### **7.1. SUPPORT SERVICE**

Up to ten (10) man-hours per annum per each license is allowed. This support is non-refundable and cannot be accumulated in the event of non-use. Communication is normally carried out by telephone, email or facsimile by your SOFTWARE SUPPLIER during local regular business hours of regional SUPPLIER, excluding national holidays and InterAC holiday's periods. Your SUPPORT SERVICE does not include: (i) training in the use of the SOFTWARE; (ii) customization of the SOFTWARE; (iii) engineering analysis and consulting services.

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The SOFTWARE will be routinely updated on an annual basis ("UPDATE"), but more frequently as the need arises. UPDATE will include minor enhancements and modifications as well as coding corrections where necessary to ensure that the SOFTWARE functions are in accordance with InterAC published product specifications. UPDATES will include revisions to the User's Guide, as needed to describe the use of enhancements and modifications to the code. All UPDATES are subject to the terms and conditions of this AGREEMENT. To use SOFTWARE identified as an UPDATE, you must be first licensed for the SOFTWARE identified by InterAC as eligible for the UPDATE. After updating, you may no longer use the SOFTWARE that formed the basis for your UPDATE eligibility. By installing, copying, or otherwise using any UPDATE, you agree to be bound by the terms accompanying each such UPDATE.

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You shall, in addition to the LICENSE fees required under this AGREEMENT, pay all applicable taxes and all duties, whether national, state, or local.

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