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particular purpose, with respect to this code and accompanying documentation.

Although their code does not appear in the current release, the authors also wish to thank Hutchison Avenue Software Corporation for their prior contributions .

(12) Libjpeg License

The Independent JPEG Group's JPEG software

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README for release 6b of 27-Mar-1998

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This distribution contains the sixth public release of the Independent JPEG Group's free JPEG software. You are welcome to redistribute this software and to use it for any purpose, subject to the conditions under LEGAL ISSUES, below.

Serious users of this software (particularly those incorporating it into larger programs) should contact IJG at jpeg-info@uunet.uu.net to be added to our electronic mailing list. Mailing list members are notified of updates and have a chance to participate in technical discussions, etc.

This software is the work of Tom Lane, Philip Gladstone, Jim Boucher, Lee Crocker, Julian Minguillon, Luis Ortiz, George Phillips, Davide Rossi, Guido Vollbeding, Ge' Weijers, and other members of the Independent JPEG Group.

IJG is not affiliated with the official ISO JPEG standards committee.

DOCUMENTATION ROADMAP

=====

This file contains the following sections:

| | |
|-------------------|---|
| OVERVIEW | General description of JPEG and the IJG software. |
| LEGAL ISSUES | Copyright, lack of warranty, terms of distribution. |
| REFERENCES | Where to learn more about JPEG. |
| ARCHIVE LOCATIONS | Where to find newer versions of this software. |
| RELATED SOFTWARE | Other stuff you should get. |
| FILE FORMAT WARS | Software *not* to get. |
| TO DO | Plans for future IJG releases. |

Other documentation files in the distribution are:

User documentation:

| | |
|-------------|--|
| install.doc | How to configure and install the IJG software. |
| usage.doc | Usage instructions for cjpeg, djpeg, jpegtran, rdjpgcom, and wrjpgcom. |
| *.1 | Unix-style man pages for programs (same info as usage.doc). |
| wizard.doc | Advanced usage instructions for JPEG wizards only. |
| change.log | Version-to-version change highlights. |

Programmer and internal documentation:

| | |
|----------------|--|
| libjpeg.doc | How to use the JPEG library in your own programs. |
| example.c | Sample code for calling the JPEG library. |
| structure.doc | Overview of the JPEG library's internal structure. |
| filelist.doc | Road map of IJG files. |
| coderrules.doc | Coding style rules --- please read if you contribute code. |

Please read at least the files install.doc and usage.doc. Useful information can also be found in the JPEG FAQ (Frequently Asked Questions) article. See ARCHIVE LOCATIONS below to find out where to obtain the FAQ article.

If you want to understand how the JPEG code works, we suggest reading one or more of the REFERENCES, then looking at the documentation files (in roughly the order listed) before diving into the code.

OVERVIEW

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This package contains C software to implement JPEG image compression and decompression. JPEG (pronounced "jay-peg") is a standardized compression method for full-color and gray-scale images. JPEG is intended for compressing "real-world" scenes; line drawings, cartoons and other non-realistic images are not its strong suit. JPEG is lossy, meaning that the output image is not exactly identical to the input image. Hence you must not use JPEG if you have to have identical output bits. However, on typical photographic images, very good compression levels can be obtained with no visible change, and remarkably high compression levels are possible if you can tolerate a low-quality image. For more details, see the references, or just experiment with various compression settings.

This software implements JPEG baseline, extended-sequential, and progressive compression processes. Provision is made for supporting all variants of these processes, although some uncommon parameter settings aren't implemented yet. For legal reasons, we are not distributing code for the arithmetic-coding variants of JPEG; see LEGAL ISSUES. We have made no provision for supporting the hierarchical or lossless processes defined in the standard.

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We provide a set of library routines for reading and writing JPEG image files, plus two sample applications "cjpeg" and "djpeg", which use the library to perform conversion between JPEG and some other popular image file formats. The library is intended to be reused in other applications.

In order to support file conversion and viewing software, we have included considerable functionality beyond the bare JPEG coding/decoding capability; for example, the color quantization modules are not strictly part of JPEG decoding, but they are essential for output to colormapped file formats or colormapped displays. These extra functions can be compiled out of the library if not required for a particular application. We have also included "jpegtran", a utility for lossless transcoding between different JPEG processes, and "rdjpgcom" and "wrjpgcom", two simple applications for inserting and extracting textual comments in JFIF files.

The emphasis in designing this software has been on achieving portability and flexibility, while also making it fast enough to be useful. In particular, the software is not intended to be read as a tutorial on JPEG. (See the REFERENCES section for introductory material.) Rather, it is intended to be reliable, portable, industrial-strength code. We do not claim to have achieved that goal in every aspect of the software, but we strive for it.

We welcome the use of this software as a component of commercial products.

No royalty is required, but we do ask for an acknowledgement in product documentation, as described under LEGAL ISSUES.

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The Unix configuration script "configure" was produced with GNU Autoconf. It is copyright by the Free Software Foundation but is freely distributable. The same holds for its supporting scripts (config.guess, config.sub, ltconfig, ltmain.sh). Another support script, install-sh, is copyright by M.I.T. but is also freely distributable.

It appears that the arithmetic coding option of the JPEG spec is covered by patents owned by IBM, AT&T, and Mitsubishi. Hence arithmetic coding cannot legally be used without obtaining one or more licenses. For this reason, support for arithmetic coding has been removed from the free JPEG software. (Since arithmetic coding provides only a marginal gain over the unpatented Huffman mode, it is unlikely that very many implementations will support it.) So far as we are aware, there are no patent restrictions on the remaining code.

The IJG distribution formerly included code to read and write GIF files. To avoid entanglement with the Unisys LZW patent, GIF reading support has been removed altogether, and the GIF writer has been simplified to produce "uncompressed GIFs". This technique does not use the LZW algorithm; the resulting GIF files are larger than usual, but are readable by all standard GIF decoders.

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REFERENCES

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We highly recommend reading one or more of these references before trying to understand the innards of the JPEG software.

The best short technical introduction to the JPEG compression algorithm is

Wallace, Gregory K. "The JPEG Still Picture Compression Standard", Communications of the ACM, April 1991 (vol. 34 no. 4), pp. 30-44.

(Adjacent articles in that issue discuss MPEG motion picture compression, applications of JPEG, and related topics.) If you don't have the CACM issue handy, a PostScript file containing a revised version of Wallace's article is available at <ftp://ftp.uu.net/graphics/jpeg/wallace.ps.gz>. The file (actually a preprint for an article that appeared in IEEE Trans. Consumer Electronics) omits the sample images that appeared in CACM, but it includes corrections and some added material. Note: the Wallace article is copyright ACM and IEEE, and it may not be used for commercial purposes.

A somewhat less technical, more leisurely introduction to JPEG can be found in "The Data Compression Book" by Mark Nelson and Jean-loup Gailly, published by M&T Books (New York), 2nd ed. 1996, ISBN 1-55851-434-1. This book provides good explanations and example C code for a multitude of compression methods including JPEG. It is an excellent source if you are comfortable reading C code but don't know much about data compression in general. The book's JPEG sample code is far from industrial-strength, but when you are ready to look at a full implementation, you've got one here...

The best full description of JPEG is the textbook "JPEG Still Image Data Compression Standard" by William B. Pennebaker and Joan L. Mitchell, published by Van Nostrand Reinhold, 1993, ISBN 0-442-01272-1. Price US\$59.95, 638 pp. The book includes the complete text of the ISO JPEG standards (DIS 10918-1 and draft DIS 10918-2). This is by far the most complete exposition of JPEG in existence, and we highly recommend it.

The JPEG standard itself is not available electronically; you must order a paper copy through ISO or ITU. (Unless you feel a need to own a certified official copy, we recommend buying the Pennebaker and Mitchell book instead; it's much cheaper and includes a great deal of useful explanatory material.) In the USA, copies of the standard may be ordered from ANSI Sales at (212) 642-4900, or from Global Engineering Documents at (800) 854-7179. (ANSI doesn't take credit card orders, but Global does.) It's not cheap: as of 1992, ANSI was charging \$95 for Part 1 and \$47 for Part 2, plus 7% shipping/handling. The standard is divided into two parts, Part 1 being the actual specification, while Part 2 covers compliance testing methods. Part 1 is titled "Digital Compression and Coding of Continuous-tone Still Images, Part 1: Requirements and guidelines" and has document numbers ISO/IEC IS 10918-1, ITU-T T.81. Part 2 is titled "Digital Compression and Coding of Continuous-tone Still Images, Part 2: Compliance testing" and has document numbers ISO/IEC IS 10918-2, ITU-T T.83.

Some extensions to the original JPEG standard are defined in JPEG Part 3, a newer ISO standard numbered ISO/IEC IS 10918-3 and ITU-T T.84. IJG currently does not support any Part 3 extensions.

The JPEG standard does not specify all details of an interchangeable file format. For the omitted details we follow the "JFIF" conventions, revision 1.02. A copy of the JFIF spec is available from:

Literature Department
C-Cube Microsystems, Inc.
1778 McCarthy Blvd.
Milpitas, CA 95035
phone (408) 944-6300, fax (408) 944-6314

A PostScript version of this document is available by FTP at <ftp://ftp.uu.net/graphics/jpeg/jfif.ps.gz>. There is also a plain text version at <ftp://ftp.uu.net/graphics/jpeg/jfif.txt.gz>, but it is missing the figures.

The TIFF 6.0 file format specification can be obtained by FTP from <ftp://ftp.sgi.com/graphics/tiff/ TIFF6.ps.gz>. The JPEG incorporation scheme found in the TIFF 6.0 spec of 3-June-92 has a number of serious problems. IJG does not recommend use of the TIFF 6.0 design (TIFF Compression tag 6). Instead, we recommend the JPEG design proposed by TIFF Technical Note #2 (Compression tag 7). Copies of this Note can be obtained from [ftp.sgi.com](ftp://ftp.sgi.com) or from <ftp://ftp.uu.net/graphics/jpeg/>. It is expected that the next revision of the TIFF spec will replace the 6.0 JPEG design with the Note's design. Although IJG's own code does not support TIFF/JPEG, the free libtiff library uses our library to implement TIFF/JPEG per the Note. libtiff is available from <ftp://ftp.sgi.com/graphics/tiff/>.

ARCHIVE LOCATIONS

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The "official" archive site for this software is [ftp.uu.net](ftp://ftp.uu.net) (Internet address 192.48.96.9). The most recent released version can always be found there in directory [graphics/jpeg](ftp://ftp.uu.net/graphics/jpeg/). This particular version will be archived as <ftp://ftp.uu.net/graphics/jpeg/jpegsrc.v6b.tar.gz>. If you don't have direct Internet access, UUNET's archives are also available via UUCP; contact help@uunet.uu.net for information on retrieving files that way.

Numerous Internet sites maintain copies of the UUNET files. However, only [ftp.uu.net](ftp://ftp.uu.net) is guaranteed to have the latest official version.

You can also obtain this software in DOS-compatible "zip" archive format from the SimTel archives (<ftp://ftp.simtel.net/pub/simtelnet/msdos/graphics/>), or on CompuServe in the Graphics Support forum (GO CIS:GRAPHSUP), library 12 "JPEG Tools". Again, these versions may sometimes lag behind the [ftp.uu.net](ftp://ftp.uu.net) release.

The JPEG FAQ (Frequently Asked Questions) article is a useful source of general information about JPEG. It is updated constantly and therefore is not included in this distribution. The FAQ is posted every two weeks to Usenet newsgroups comp.graphics.misc, news.answers, and other groups. It is available on the World Wide Web at <http://www.faqs.org/faqs/jpeg-faq/> and other news.answers archive sites, including the official news.answers archive at rtfm.mit.edu: <ftp://rtfm.mit.edu/pub/usenet/news.answers/jpeg-faq/>. If you don't have Web or FTP access, send e-mail to mail-server@rtfm.mit.edu with body

send usenet/news.answers/jpeg-faq/part1
send usenet/news.answers/jpeg-faq/part2

RELATED SOFTWARE

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Numerous viewing and image manipulation programs now support JPEG. (Quite a few of them use this library to do so.) The JPEG FAQ described above lists some of the more popular free and shareware viewers, and tells where to obtain them on Internet.

If you are on a Unix machine, we highly recommend Jef Poskanzer's free PBMPLUS software, which provides many useful operations on PPM-format image files. In particular, it can convert PPM images to and from a wide range of other formats, thus making cjpeg/djpeg considerably more useful. The latest version is distributed by the NetPBM group, and is available from numerous sites, notably <ftp://wuarhive.wustl.edu/graphics/graphics/packages/NetPBM/>. Unfortunately PBMPLUS/NETPBM is not nearly as portable as the IJG software is; you are likely to have difficulty making it work on any non-Unix machine.

A different free JPEG implementation, written by the PVRG group at Stanford, is available from <ftp://havefun.stanford.edu/pub/jpeg/>. This program is designed for research and experimentation rather than production use; it is slower, harder to use, and less portable than the IJG code, but it is easier to read and modify. Also, the PVRG code supports lossless JPEG, which we do not. (On the other hand, it doesn't do progressive JPEG.)

FILE FORMAT WARS

=====

Some JPEG programs produce files that are not compatible with our library. The root of the problem is that the ISO JPEG committee failed to specify a concrete file format. Some vendors "filled in the blanks" on their own, creating proprietary formats that no one else could read. (For example, none of the early commercial JPEG implementations for the Macintosh were able to exchange compressed files.)

The file format we have adopted is called JFIF (see REFERENCES). This format has been agreed to by a number of major commercial JPEG vendors, and it has become the de facto standard. JFIF is a minimal or "low end" representation. We recommend the use of TIFF/JPEG (TIFF revision 6.0 as modified by TIFF Technical Note #2) for "high end" applications that need to record a lot of additional data about an image. TIFF/JPEG is fairly new and not yet widely supported, unfortunately.

The upcoming JPEG Part 3 standard defines a file format called SPIFF. SPIFF is interoperable with JFIF, in the sense that most JFIF decoders should be able to read the most common variant of SPIFF. SPIFF has some technical advantages over JFIF, but its major claim to fame is simply that it is an official standard rather than an informal one. At this point it is unclear whether SPIFF will supersede JFIF or whether JFIF will remain the de-facto standard. IJG intends to support SPIFF once the standard is frozen, but we have not decided whether it should become our default output format or not. (In any case, our decoder will remain capable of reading JFIF indefinitely.)

Various proprietary file formats incorporating JPEG compression also exist. We have little or no sympathy for the existence of these formats. Indeed, one of the original reasons for developing this free software was to help force convergence on common, open format standards for JPEG files. Don't use a proprietary file format!

TO DO

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The major thrust for v7 will probably be improvement of visual quality. The current method for scaling the quantization tables is known not to be very good at low Q values. We also intend to investigate block boundary smoothing, "poor man's variable quantization", and other means of improving quality-vs-file-size performance without sacrificing compatibility.

In future versions, we are considering supporting some of the upcoming JPEG Part 3 extensions --- principally, variable quantization and the SPIFF file format.

As always, speeding things up is of great interest.

Please send bug reports, offers of help, etc. to jpeg-info@uunet.uu.net.

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wxWindows adopted the code out of Tcl 8.4.5. Portions of regc_locale.c and re_syntax.n were developed by Tcl developers other than Henry Spencer; these files bear the Tcl copyright and license notice:

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370406V-01

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10. You acknowledge and agree that in no event may your use of the Software under the VLP exceed the maximum total number of licenses set forth in the VLP Documentation in addition to any licenses that may be added to the VLP after the Effective Date and any licenses available through the "Overdraft" feature. You agree to pay for licenses accessed through the Overdraft feature.
11. **Activity Compliance Logs.** You are required to provide an activity compliance log ("Activity Compliance Log") for each Site to NI promptly, but in no event no later than fifteen (15) days following the annual anniversary of the VLP Effective Date and following the VLP termination date. The Activity Compliance Log must be in a format acceptable to NI.
12. **Renewals.** If you desire to renew the VLP, you must provide a current Activity Compliance Log to NI at least sixty (60) days before the end of the then current VLP Term. NI or its authorized affiliate will then provide you with a quote for Software Services, any fees for additional VLP licenses added during the VLP Term, including through the "Overdraft" feature, that are applicable ("Additional VLP Fees"), and any new VLP licenses that you request for the renewal VLP Term (the "VLP Renewal Fee"). You must promptly notify NI if the information in the Activity Compliance Log regarding the number of VLP licenses in use changes following your submission, and NI reserves the right to revise the VLP Renewal Fee to reflect any additional VLP licenses used and not reflected in the applicable Activity Compliance Log that you provided to NI at the time you renewed. **IF, PRIOR TO THE END OF THE THEN CURRENT VLP TERM, YOU DO NOT ISSUE A PURCHASE ORDER FOR THE SOFTWARE SERVICES AND ANY ADDITIONAL VLP FEES THAT ARE DUE, (I) THE VLP WILL AUTOMATICALLY TERMINATE AT THE END OF THE CURRENT VLP TERM AND (II) ALL SOFTWARE SERVICES FOR THE VLP WILL AUTOMATICALLY AND IMMEDIATELY TERMINATE AT THE END OF THE THEN CURRENT VLP TERM.**
13. **Purchase Orders; Invoices.** You must submit purchase orders to NI or its authorized affiliate as follows.
 - i. for initial activation of the VLP: in the amount specified in the applicable written quotation from NI or its authorized affiliate for initial activation of the VLP license and the initial annual user fee for Software Services within the time-frame specified in the quote provided to you
 - ii. for each renewal term: in the amount of VLP Renewal Fees and any Additional VLP Fees prior to the end of the then current VLP Term
14. Software Services are charged on an annual basis. Additional VLP Fees will be pro-rated on a quarterly basis, based on the quarter of the VLP Term in which the Software under such VLP license was first used or such shorter basis as NI may designate.
15. **THE SOFTWARE AND THE APPROVED VOLUME LICENSE MANAGER MAY CONTAIN CODE THAT WILL, FOLLOWING TERMINATION OF THE VLP, DEACTIVATE YOUR ABILITY TO USE THE SOFTWARE UNDER THE VLP. NI MAY ATTEMPT TO PROVIDE YOU WITH AN UPDATED LICENSE FILE, BUT IT IS YOUR RESPONSIBILITY TO OBTAIN SUCH LICENSE FILE FROM NI AND TO INSTALL AND USE THE LICENSE FILE AS SOON AS POSSIBLE AFTER DELIVERY OF SUCH LICENSE FILE, BUT IN NO EVENT NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE VLP.** Upon termination of the VLP, you may continue to use the VLP licenses in effect and for which you have paid the required fees to NI or its authorized affiliate prior to the date of termination (the "Surviving VLP Licenses"), provided that all such use is conducted with an Approved Volume License Manager and otherwise pursuant to the terms and conditions of the Agreement. **IN NO EVENT MAY YOU INCREASE THE NUMBER OF THE SURVIVING VLP LICENSES FOLLOWING THE TERMINATION OF THE VLP. ANY REACTIVATION OF THE VLP FOLLOWING ITS TERMINATION WILL BE AT THE SOLE DISCRETION OF NI AND MAY BE SUBJECT TO REACTIVATION FEES, AND THE VLP EFFECTIVE DATE THEREAFTER WILL BE THE DATE THAT THE VLP IS REACTIVATED BY NI.**
16. You may obtain individual serial numbers for any of the VLP licenses or Surviving VLP Licenses. There may be a charge for conversion. No more than four (4) such conversions may occur per calendar year.
17. Software under a VLP license or a Surviving VLP License is non-transferable and you may not, without the prior written consent of NI or its authorized affiliate, distribute or otherwise provide the Software to any third party or to any of your sites or facilities not expressly identified in the applicable documents from NI.

ADDENDUM D – Enterprise Program Terms

Enterprise Program ("EP"). The following terms apply to the EP.

NI or its authorized affiliate and you will enter into NI Enterprise Program documentation ("EP Documentation") that, among other things, identifies the Software items that are covered under the EP; the types and maximum number of your licenses for such Software during the term of the EP; the types and maximum number of any licenses that you will obtain on expiration of the EP term; any of your pre-existing licenses that will be converted to licenses under your EP ("EP Pre-Existing Licenses") and any Software Services that are included. The EP Documentation is incorporated into this Agreement; provided, however, if there is a conflict between the terms and conditions of this Agreement and the EP Documentation, the terms and conditions of this Agreement will prevail and control.

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2. **Term.** The EP will be effective on the date set forth in the EP Documentation or, if not specified, the date that the EP Documentation is signed by NI or its authorized affiliate and sent to you (the "EP Effective Date"). The EP will continue for such term as set forth in the EP Documentation or, if not specified, for three years after the EP Effective Date ("EP Term").

3. You must designate an individual in your organization who is responsible for distributing and overseeing the installation and use of the Software, including use of any master installation media and any approved volume license manager, ("Software Administrator") for each Site. You must promptly notify NI in writing of any changes to a Software Administrator.

4. During the EP Term, you may distribute the master installation media containing the Software for internal installation and use by your employees only on those computers located at the locations designated in the EP Documentation ("EP Locations"). Software may be used under the EP (i) solely in accordance with the terms and conditions set forth in this Agreement regarding the specific type of license applicable to such license type acquired under the EP; (ii) solely at, and on computers located at, the EP Locations; and (iii) solely during the EP Term. You acknowledge and agree that (i) in no event may your use of the Software under the EP exceed the maximum total number of licenses set forth in the EP Documentation and (ii) no NI software (including any copies of the Software) other than the copies of the Software expressly identified in the EP Documentation may be used by you under the EP.

5. You must install and use, at all times, an Approved Volume License Manager with the most current license file provided to you by NI that controls end-user access to the Software licensed pursuant to the EP. An "Approved Volume License Manager" means NI's computer software for controlling end user access to the Software and that generates applicable usage compliance information ("NI VLM"); FLEXnet or FLEXlm software; or any other third party software approved in writing by NI for controlling end user access to the Software. If the Approved Volume License Manager is the NI VLM or if NI makes documentation available for the applicable Approved Volume License Manager, such Approved Volume License Manager must be installed and used in accordance with the documentation provided by NI.

6. **Training & Certification Services.** If the services to be provided under your EP include software training classes or "certification preparation" courses and certification testing services for NI software ("Training & Certification Services"), you may use available training credits during the EP Term for your employees to attend applicable training classes regarding the use of the Software or to receive applicable "certification preparation" courses and certification testing services from NI, as specified in the EP Documentation. Training & Certification Services will be provided in accordance with NI's then-current standard policies for software training and certification. Training credits may not be used for customized training that would constitute a "defense service" as defined by International Traffic in Arms Regulations 22 CFR 120.9. Training credits have no cash value and any unused training credits will expire upon termination or expiration of your EP or such other term set forth in the EP Documentation.

7. **Software Services.** If the services to be provided under the EP include Software Services, then NI will provide (i) your Software Administrator a master copy of all upgrades after the applicable commercial release date and (ii) the number of your users designated in the EP Documentation with access to NI's application engineers for issues involving the installation and use of the Software ("Phone Support") and with access to NI's customer on-line technical support system ("Web Support"). All services will be provided in accordance with NI's then current standard software maintenance and support policies. NI reserves the right to restrict Software Services to the then most current version of the Software that is commercially available. You understand that NI may not make available Software Services for all Software available under the EP.

8 **No Hardware or Hardware Services.** You acknowledge and agree that no hardware or hardware-related services are being provided or otherwise made available by NI under the EP.

9. Annual Management Review; Reports

A. Upon such periodic basis as set forth in the EP Documentation (but at least annually), your representatives must meet with NI's representatives to discuss the EP and your use of the EP, including evaluating usage of the NI Software and any training credits under the EP and determining the adequacy of licensing levels and number of EP Locations under the EP.

B. Thirty (30) days prior to the meeting referenced in sub-section A above or upon such other reasonable basis as NI may request, you must provide NI with (i) an activity compliance log identifying requests for permission to use the Software in a format acceptable to NI ("Activity Compliance Logs") for each of the EP Locations and (ii) a usage log showing check-outs and check-ins of the Software ("Usage Log") as generated by the Approved Volume License Manager for the Software at the EP Locations.

10. **EP Fees.** The fees that will be charged to you in connection with the EP are set forth in the EP Documentation. Unless set forth otherwise in the EP Documentation, all amounts to be paid by you under the EP will be in U.S. dollars. Amounts set forth in the EP Documentation do not include applicable taxes or import/export duties, and all taxes and other duties relating to any deliverables provided by NI under the EP will be your responsibility and be borne by you. If you acquire a business that has current NI software licenses that you wish to include in the EP, then the fees that may be charged to you in connection with the EP may be increased.

11. Termination

A. Either NI or you may in each's discretion terminate the EP upon written notice to the other party, if such other party is in material breach of any of its obligations under these Enterprise Program Terms and such breach has not been cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of receiving written notice of such breach, provided that if the breach is not capable of cure the EP Term will terminate immediately.

B. **Effect of EP Expiration or Termination.** Upon expiration or termination of the EP, you must stop immediately all use of the Software under the EP and you must destroy all copies of the Software, provided however that you must deliver the Software and all copies to NI if NI has so demanded prior to such destruction. Notwithstanding the foregoing, with respect to any licenses from NI for Software covered by the EP that were in effect before the EP Effective Date and that are identified as Pre-Existing NI Software in the EP Documentation ("EP Pre-Existing Software"), if the EP is terminated by NI based on a breach only of the terms set forth in these Enterprise Program Terms and not based on a failure to comply with any other term of the Agreement, you may use such number of copies EP Pre-Existing Software as may be designated in the EP Documentation for the post-EP Term, solely at the EP Locations, and pursuant to, and solely in accordance with, the software license agreements that accompany the software. With respect to any copies of the EP Pre-Existing Software that are designated in the EP Documentation for post-EP Term use that were either the most current version or the immediately prior version of the Software as of the EP Effective Date, provided that the EP Term was not terminated by NI, you may elect to upgrade such copies to the current version of the applicable Software as of the effective date of termination or expiration of the EP Term for use by you solely in accordance with this Section.

C. Your right to use EP Pre-Existing Software after the EP Term is contingent on you providing NI with the Activity Compliance Logs and Usage Logs within thirty (30) days of the expiration or termination of the EP Term and you immediately paying to NI all amounts due but not paid as of the expiration or termination of the EP Term.

D. THE SOFTWARE AND THE APPROVED VOLUME LICENSE MANAGER MAY CONTAIN CODE THAT WILL, FOLLOWING EXPIRATION OR TERMINATION OF THE EP TERM, DEACTIVATE YOUR ABILITY TO USE THE SOFTWARE UNDER THE EP. YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE AUTOMATICALLY DEACTIVATED OR RENDERED UNUSABLE WITHOUT WARNING UPON THE EXPIRATION OR TERMINATION OF THE EP. IT IS YOUR RESPONSIBILITY TO OBTAIN ANY NECESSARY LICENSE FILES FROM NI TO ENABLE ANY PERMITTED POST-EP TERM USE OF EP PRE-EXISTING SOFTWARE AS DESIGNATED IN THE EP DOCUMENTATION. YOU MUST INSTALL AND USE THE LICENSE FILE AS SOON AS POSSIBLE AFTER DELIVERY OF SUCH LICENSE FILE BY NI, BUT IN NO EVENT NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE EP TERM.

12. Licenses under the EP are non-transferable and you may not, without the prior written consent of NI or its authorized affiliate, distribute or otherwise provide the Software to any third party or to any of your sites or facilities other than EP Locations.

13. **Confidentiality.** The terms of your EP Documentation; any proposals or other documents submitted by NI or its authorized affiliate in connection with your EP (including all pricing and fees); and any information about NI product development efforts provided in connection with your EP are considered the confidential information of NI. You must not disclose any NI confidential information to any third party.

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1. Software under any of the academic license types may not be used for commercial or industrial purposes. Only software licenses subject to the academic research terms may be used for research purposes.

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8. Combined teaching and research licenses are subject to the terms and conditions of both teaching licenses and research licenses.

9. **Student Install Option.** If you are an Academic Institution and have acquired student install option licenses, NI will deliver to you the master installation media for the applicable student edition Software. You may make the student edition Software available to no more than the number of students specified by NI or its authorized affiliate in writing in the applicable quote, and each student must be currently enrolled at the applicable department, college, or specific university campus of your Academic Institution specified in writing in the applicable quote.

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Measurement Studio

Any application created with Measurement Studio Software that uses any Measurement Studio controls in a "design time" context is not an Authorized Application.

(18) OpenSSL Double License

LICENSE ISSUES

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Issued: April 07, 2025

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