VectorCAST Supplement to the Vector End User License Agreement for Vector Standard Software Products

Preamble

This VectorCAST Supplement is in addition to the End User License Agreement for Vector Standard Software Products (“EULA”). Unless otherwise defined in this Supplement, the capitalized terms used herein shall have the same meanings as ascribed thereto in the EULA.

Definitions

“VectorCAST Software” means the computer software identified in the License Contract as VectorCAST material, and all related documentation (hereinafter “Documentation”) delivered with or included in that software, any update to that software that Customer may receive from Vector, and any additional software that Vector may deliver to Customer and that is not expressly licensed by Vector to Customer under a different license agreement.

Licensing Terms

1. License Type

VectorCAST Software incorporates a license key management system that regulates product usage for Concurrent Users:

1.1. Concurrent Users. This License granted under the VectorCAST Terms is a network license under which a maximum number of networked users specified in the License Contract may use the VectorCAST Software at any one time. If not otherwise specified in the License Contract, the License permits concurrent use by not more than one user.

2. License Restrictions

VectorCAST Software Concurrent User license model has these license restrictions, which are specified in the applicable License Contract:

• Single-Site License
• Regional License

2.1. Single-Site License. The VectorCAST Software shall be installed and used only at the Customer site of the location specified in the applicable License Contract;

2.2. Regional License. The VectorCAST Software shall be installed and used only at the Customer sites of the locations specified in the applicable License Contract.

The Customer site(s) may be updated from time to time by the Customer, with Vector’s written approval, which shall not be unreasonably withheld. The Customer shall not provide access to the server(s) hosting Vector licensed products to anyone located in a location not included in the mutually agreed Customer Site(s), and/or as listed in License Contract.

3. U.S. Government. If Customer is an agency or unit of the U.S. Government, the VectorCAST Software and the related Documentation are “commercial items,” specifically “commercial computer software” and “commercial computer software documentation,” and, consistent with FAR 12.212 and DFARS 227.7202, as applicable, are licensed to Customer only with those rights as are granted pursuant to the License Contract. The VectorCAST Software has been developed exclusively at private expense.
4. **Export Controls.** Customer acknowledges that the VectorCAST Software is subject to the export control laws and regulations of the United States and possibly other countries as well. Customer confirms that Customer: (a) shall not export or re-export, and shall not allow any third party to export or re-export, the VectorCAST Software in violation of the export control laws of the United States or of any other country, (b) is not located in, and shall not export VectorCAST Software to, any embargoed or restricted country (currently in particular, but not limited to, Cuba, Iran, North Korea, Sudan and Syria), and (c) is not, and shall not deliver the VectorCAST Software to anyone, on the U.S. Commerce Department's Table of Denial Orders or the U.S. Treasury Department's Specially Designated Nationals List.

5. **Additional Terms and Conditions.** To the extent not otherwise stated in the respective License Contract, the terms and conditions referenced in Vector’s quotation and/or order confirmation shall additionally apply. If there is any conflict or inconsistency between the VectorCAST Terms and the referenced terms and conditions, the VectorCAST Terms will take precedence.