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- ii. For a period of months, according to the length of the term, if You have a Term Single-User License.

- iii. For a period of one (1) year from the day of purchase, if You have an Annual Single-User License.
 - a. An Annual Single-User License will automatically renew on an annual basis at the then-current applicable license fee, unless You notify Us of Your intention not to renew at least thirty (30) days prior to a renewal; and
 - b. An Annual Single-User License receives, at no additional charge, new releases of the Software as they become available during the term(s) of the license so long as You are in full compliance with this Agreement.

A.2 This Software may be loaded on only one computer for use by only one specific licensed user, unless otherwise agreed to by Minitab. If the computer on which this Software is loaded is attached to a network, this Software must not be accessible by any other user on such network.

A.3 The Software is designed for use with the operating system selected upon download. Single-user licenses may not be installed or used in a virtualized environment in order to, or in a manner that, circumvents the single user license type as specified in Sections A.1 and A.2 herein. Not all virtualization methods may be supported. The use of licenses with virtualized environments will be at the Licensee's own risk.

B. Terms and Conditions Applicable to Multi-User Licenses

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- ii. For a period of one (1) year from the first day of the month following Your purchase, if You have an Annual Multi-User License.
 - a. An Annual Multi-User License may be renewed for additional one-year terms by paying the then-current annual license fee for the current maximum number of licensed simultaneous users of the Software; and
 - b. You will only receive the renewal activation code upon Our receipt of Your payment of the then-current annual license fee, or, if acceptable to Us, upon Our receipt of a written purchase order or other written or electronic confirmation of Your intent to renew and to pay the then-current annual license fee; and
 - c. An Annual Multi-User License receives, at no additional charge, new releases of the Software as they become available during the term(s) of the license so long as You are in full compliance with this Agreement.
- iii. For a period of three (3) years from the first day of the month following Your purchase, if You have a Three Year Annual Multi-User License.
 - a. A Three Year Annual Multi-User License fee is fixed during the three (3) year term, and is paid in three (3) equal payments:
 - 1. At the time of Your initial purchase;
 - 2. One (1) year after the date of Your initial purchase; and
 - 3. Two (2) years after the date of Your initial purchase.

- b. You will only receive the activation code upon payment of the license fee in accordance with section B.1.iii.a above;
- c. A Three Year Annual Multi-User License may be renewed for additional three (3) year terms by paying the then-current Three Year Annual Multi-User License fee for the current maximum number of licensed simultaneous users of the Software in accordance with section B.1.iii.a. above; and
- d. A Three Year Annual Multi-User License receives, at no additional charge, new releases of the Software as they become available during the term(s) of the license so long as You are in full compliance with this Agreement.

B.2 The license fee You pay as set forth on any invoice You receive from Us regarding this Software, governs the maximum number of licensed simultaneous users permitted.

- i. The maximum number of total individual users of the Software is limited to three (3) times the number of simultaneous users permitted.
- ii. The maximum number of licensed simultaneous users of the Software may be increased during the term(s) of this license by paying additional user fees for the time remaining in Your then-current license term.

B.3 The Software is designed for use with the operating system selected upon download. Multi-user licenses may be capable of being used in some virtualized environments, but not all virtualization methods may be supported. The use of licenses with virtualized environments will be at the Licensee's own risk.

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- ii. Use of the Software on a computer owned by a third-party who is at that time providing IT services to You is allowed, provided that You make every reasonable effort to advise

Us of the identity of the third-party, and provided that You agree to be responsible for that third-party's compliance with this Agreement. Use of the Software on a computer owned by a third-party who is not at that time providing IT services to You is prohibited.

- iii. Installation of this Software on a server that allows You access to this Software or any of its functionality via a public network or the Internet without the use of a password-protected secure portal is prohibited, unless permission to do so has been granted through the establishment of a separate license agreement with Us.
- iv. Minitab automation functionality within the Software is limited to the lower of: (i) three (3) times the number of simultaneous users permitted to use this Software, or (ii) the total number of Your employees.
- v. Except as set forth in this section C.2, You may not provide or otherwise make the Software, or any functionality of the Software, accessible or available in any form to any third-party without prior written approval from Us.

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- ii. You are the controller of the data content that You enter and the files You create using the Software. We specifically disclaim that We are a "data controller" or "data processor" of Your data content. We are not acting as a "data controller" or "data processor" of any of Your data content under any data protection laws in which such definition of "data controller" or "data processor" or similar capacity may be found.
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C.7 The Software contains a routine designed to disable the Software automatically for:

- i. Term Single-User Licenses at the end of the license term;
- ii. Annual Single-User Licenses at the end of each annual term, unless the Agreement is renewed;
- iii. Annual Multi-User Licenses at the end of each annual term, unless the Agreement is renewed; and
- iv. Three Year Annual Multi-User Licenses at the end of each year during the three (3) year term, unless the required license fee is paid in accordance with section B.1.iii.a.

C.8 Along with this Software, You have been provided an option to use the Software Update Manager. By choosing not to use the Software Update Manager on Your computer or those of Your end-users, You understand and agree that You take full legal responsibility and waive any recourse against Us for the non-delivery of information, which could include critical updates, bug fixes, and/or notifications of problems or errors. We recommend that if You do not accept this service for Your end users, You install the Software Update Manager on at least one regularly monitored computer, so that You can continue to receive such notices.

C.9 We have obtained all appropriate licenses for any third party software which may be distributed with or included in the Software.

C.10 This Agreement and Software license may not be resold, assigned or otherwise transferred to another person or entity without Our written permission.

C.11 If You elect to terminate Your use of the Software:

- i. You will not be entitled to a refund of any portion of the license fee You have already paid regardless of the type of license You have purchased; and
- ii. You remain liable to pay Us any remaining payments due in accordance with section B.1.iii.a for a Three Year Annual Multi-User License.

C.12 Minitab may terminate this Agreement and Your Software license for any material breach of this Agreement by You. Upon such termination:

- i. You agree to immediately stop using and to destroy all copies of the Software licensed hereunder, and upon Our request, provide Us with written certification of such action;
- ii. You will not be entitled to a refund of any portion of the license fee You have already paid regardless of the type of license You have purchased; and

- iii. You remain liable to pay Us any remaining payments due in accordance with section B.1.iii.a for a Three Year Annual Multi-User License.

C.13 It is expressly understood that in addition to any other remedies available to Us, if this Agreement is breached in any fashion that would cause immediate irreparable harm to Us, We shall be allowed to seek immediate injunctive relief as We would have no adequate remedy at law through monetary damages. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its costs and reasonable expenses including attorney's fees.

C.14 You may not knowingly accept this Agreement or use this Software if doing so would be in violation of any current U.S. embargo, sanction, law, or regulation. You may not knowingly transmit or ship, directly or indirectly, this Software to any Country, entity or individual or foreign national of any country, prohibited by any current U.S. embargo, sanction, law, or regulation. This Software may not be exported without the appropriate export license as may be applicable.

C.15 All license fees are exclusive of any tariffs, duties, or taxes imposed or levied by any government or governmental agency.

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C.18 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA, expressly excluding the application of conflicts of law's provisions. Venue shall be in the state courts, or if applicable due to subject matter the federal courts, located in the Commonwealth of Pennsylvania, USA. The United Nations Convention on

Contracts for the International Sale of Goods shall not apply to this Agreement. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect the remainder of this Agreement, and this Agreement shall continue in force and effect to the full extent allowed by law.

C.19 In the absence of a separate, written license agreement, this Agreement shall control over any additional or conflicting terms contained in a purchase order for the Software submitted by You, or contained in any Terms and Conditions submitted by You, and such additional or conflicting terms are expressly rejected unless they have been specifically accepted and agreed to in writing by Minitab or its subsidiaries.

C.20 We reserve the right to modify the terms of this Agreement at any time when necessary to account for legal or mandatory evolutions of applicable laws and regulations and We will use reasonable efforts to notify You in advance when We do. Your continued use of the Software after Your receipt of Our notification regarding such modifications shall constitute Your acceptance of the modified terms of this Agreement.

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