



Software License Terms (Sample Code)

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7. Feedback. Any feedback regarding Your use of the Code that You disclose to NI, including errors or bugs that You might find and any changes or suggested changes to the Code or any current or future products and services of NI (collectively "Feedback"), shall be received and treated by NI on a non-confidential and unrestricted basis, other than Feedback that specifically incorporates proprietary or confidential Information or data of You and that is identified to NI as such. You grant to NI a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, and modify Feedback for any purpose, including incorporation or implementation of such Feedback into NI products or services, and to display, market, sublicense and distribute Feedback as incorporated or embedded in any product or service distributed or offered by NI.

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11. Term and Termination. These Terms begin upon Your acceptance of the Code and continue until terminated. You may terminate these Terms by ceasing all use of the Code. NI conditions its license grant on You complying with the terms set forth herein, and these Terms shall terminate on any failure of You to comply with any provision herein. Upon expiration or termination of these Terms, (a) the licenses granted to You hereunder will immediately terminate and (b) You shall immediately stop further use of the Code and delete and destroy all copies of the Code. The restrictions and

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12. Indemnification. You shall indemnify, defend, and hold NI and its affiliates, and their respective employees, officers, directors, employees, agents, and licensors (collectively, the "Indemnified Parties") harmless from and against any and all claims, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any (a) use or distribution of the Code by You or persons to whom You provide the Code or access to it, or (b) any of Your Applications; regardless of whether caused or contributed to by any negligence on the part of NI, any Indemnified Party, or others. NI reserves the right to assume the exclusive defense of any matter subject to indemnification by You at NI's own expense, and You agree to use Your best efforts to cooperate with NI in the defense of any claim or action.

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rev. March 8, 2021