

EUROPRACTICE SOFTWARE SERVICES ACADEMIC END USER AGREEMENT

This Agreement is made the _____ day of _____ (“Effective Date”)

BETWEEN

Altera Corporation

(hereafter referred to as Altera)

2610 Orchard Parkway
San Jose, CA 95134
USA

AND

_____ (Institution Name)
(hereafter referred to as End User)

_____ (Address of End User)

_____ (Responsible Person)

_____ (Telephone Number)

_____ (Facsimile Number)

_____ (EUROPRACTICE Academic Subscription Number)

TERMS AND CONDITIONS

This legal document is an Agreement between End User and Altera. EUROPRACTICE, acting through the Science and Technology Facilities Council at Rutherford Appleton Laboratory, Harwell Science and Innovation Campus, Didcot, Oxon, OX11 0QX, United Kingdom, (hereinafter referred to as “RAL”) will be responsible for arranging the issue and signature of EUROPRACTICE Software Services Academic End User Agreements.

PREAMBLE:

Altera has authorized EURORACTICE acting through the Science and Technology Facilities Council's Rutherford Appleton Laboratory (RAL) to supply development tool products, both hardware and software, to EURORACTICE establishments who have been granted an End User license in the form of this Agreement to use the products for educational purposes.

End User has requested Altera to supply it with a copy of the Program (as defined below) and to provide it with a License to use the Program for End User's educational and research purposes only. End User confirms that it will remain a fully paid up member of EURORACTICE during the term of the Agreement.

End User must be an educational user that is an academic subscriber to the European Communities EURORACTICE Program. EURORACTICE has concluded an Educational License Agreement with Altera in order to enable the use of the products on special conditions.

The use of the Programs requires End User to execute this Agreement.

1. DEFINITION

Program(s) as used in this Agreement is defined to mean: Whichever features of the software are enabled by the software protection mechanism corresponding to the configuration End User has licensed. Any unenabled features are unlicensed and End User agrees not to use or access such features.

2. GRANT OF LICENSE

Altera in consideration of the license fee paid by End User, hereby grants to End User a non-exclusive, non-transferable license on the terms outlined in this agreement to use and display a single copy of the Program on a single computer or on networked workstations if End User has a floating node license. Altera reserves all rights not expressly granted to End User. End User agrees to be bound by Altera's Program License agreement except to the extent it is inconsistent with this agreement.

This license is restricted to a non-commercial, educational use by End User and excludes the right of sublicensing. Educational use means the use of the Program by End User only for undergraduate teaching, postgraduate research purposes and other educational purposes provided always that any such use by End User, its employees, undergraduates, postgraduates or others hereby authorized to use the Program shall not include its or their use of the Program directly or indirectly for any commercial purpose or purposes (including any joint venture for the design or validation of commercial products). Use of the Program for purposes other than educational use may not be made without the written consent of Altera.

Save as permitted by this Agreement, End User agrees to keep confidential and not to disclose proprietary and confidential information of Altera to any third party except to End User's employees or agents required to know the same for the purposes of carrying out their obligations hereunder or to any student, member of its teaching staff, or other person associated with End User wishing to use the Program for bona fide educational purposes. End User shall take all reasonable precautions to protect the confidentiality of the Program and any other proprietary and confidential information of Altera.

End User shall allow Altera and/or EURO PRACTICE access at reasonable times and with twenty four (24) hours notice to its premises (including without limitation a right of access to designated computer(s) or networked workstations) to make such inspection and interview such persons on the premises that Altera reasonably requires to satisfy itself that the use of the Program does not breach any of End User's obligations under this Agreement. End User shall comply fully with any such inspection.

3. LICENSE FEE

End User shall pay the license fee detailed in the current version of the (EURO PRACTICE Academic Software Support Services) to RAL within thirty days of signing this Agreement. No license will be granted until the license fee has been received by RAL.

Subsequent license fees which are mandatory for every year of continued use, including the maintenance fees, will be invoiced by EURO PRACTICE and shall be paid within thirty days.

4. OWNERSHIP OF THE PRODUCTS

Altera warrants that it has the right to grant the rights granted pursuant to this Agreement.

Although the magnetic or other physical media on which the Programs are originally recorded may be owned by End User, Altera retains title and ownership of the Programs recorded on the original media and all subsequent copies of the Program. The license is not a sale of the original Program or any copy or a transfer or assignment of any copyright, patent or trade secret rights that Altera has in the Program.

5. MAINTENANCE OF THE SOFTWARE

Altera will replace or correct, at its option, any defective Program received by End User. Correction or replacement to be provided by Altera via RAL will be accomplished within a reasonable period after customer has notified RAL of Program defects or problems.

Other service to be provided by Altera via EURO PRACTICE will only be available if the yearly maintenance fee as detailed in the current version of the EURO PRACTICE Academic Support Services Document has been paid to RAL.

6. COPY RESTRICTIONS

These Programs and the accompanying written materials are protected by copyright laws. Unauthorized copying of the Program, including Programs that have been modified, merged, or included with other Programs, or of the written materials, is expressly forbidden. End User will be held legally responsible for any copyright infringement that is caused or encouraged by its failure to abide by the terms of this license. Any alteration, change or removal of any identifications from the Program, including but not limited to copyright, trademark or other notices or proprietary legends is forbidden. Subject to these restrictions, and if the Programs are not copy protected, one (1) copy of the Software may be made solely for backup purposes unless End User has obtained an additional license or licenses which authorize in writing the use of these Programs in connection with other designated computers. In any case End User is obliged to reproduce the copyright notice on the backup copy.

7. USE RESTRICTIONS

End User may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Program except where such decompilation is indispensable to obtain the information necessary to achieve the interoperability of an independently created computer program with other programs if the conditions of Article 6.1 of the European Union Council Directive dated May 14, 1991, relating to the legal protection of computer programs are met, and End User has provided Altera with notice of its intention to decompile the Software.

End User may not modify, adapt, translate or create derivative works based on the written materials without the prior written consent of Altera.

8. TRANSFER RESTRICTIONS

These Programs are licensed only to End User, and may not be sublicensed, transferred or assigned to anyone without the prior written consent of Altera. Any authorized transfer of the Programs shall be subject to the terms and conditions of this Agreement. In no event shall End User transfer, assign, rent, lease, sell, timeshare or otherwise dispose of the Programs on a temporary or permanent basis except as expressly provided herein.

9. LIMITED WARRANTY

a) Altera warrants that the Program will conform substantially to the documentation in effect for the Program when delivered, for a period of ninety (90) days from the date of delivery to RAL. Altera warrants that it has the right to grant this license. Altera makes no other warranties, express or implied, on any other licensed software, including but not limited to all implied warranties of merchantability and fitness for a particular purpose.

With regard to the special circumstances of the EURO PRACTICE project as a whole, EURO PRACTICE makes no warranties.

In no event will Altera or EURO PRACTICE be liable for any indirect, special or consequential damages arising out of any breach by Altera of the warranty and direct damages shall be limited to the license fee paid by EURO PRACTICE.

b) Following the warranty period, EURO PRACTICE, assisted by Altera will provide updates of the Program if and when they become available.

10. LIMITATION OF LIABILITY

Altera's entire liability to End User for any cause of action whatsoever is limited to the license fee paid by End User to use the Program that is the subject matter of the cause of action. In no event shall Altera or its suppliers be liable for damages for loss of data, profits or use of the Program or for special, indirect, incidental or consequential damages.

The exceptions to the limit of liability pursuant to this clause are:

- I) death or personal injury resulting from Altera's negligence
- II) direct loss of or damage to physical tangible property of End User resulting from acts of Altera, its agents or employees whilst on the premises of End User, in which event Altera's liability shall not exceed £1,000,000 (one million pounds) in respect of any single occurrence or series of occurrences.

11. PATENT AND COPYRIGHT INDEMNITY

Altera will defend or settle at its expense any action brought against End User to the extent that it is based on a claim that the Program, used within the scope of this Agreement, infringes a copyright or existing patent. Altera will pay any cost, damages and legal fees awarded against End User in such actions which are directly attributable to such claim, provided that End User notifies Altera promptly in writing of the claim, that Altera is given complete authority to defend or settle such claim and cooperation by End User and all information necessary for it to conduct the defense or settlement of such claim.

Should the Program become, or in Altera's opinion be likely to become, the subject of a claim for infringement of a copyright or patent, Altera may at its option procure for End User the right to continue to use the Program or replace or modify the Program to make it non-infringing. In such event, Altera shall have no further liability to End User in respect thereof.

12. GENERAL

a) This license supersedes any written or oral agreement between Altera and End User. This license shall apply, unless Altera and End User have agreed in writing to variations and additions notwithstanding any proposed variations or additions which may appear in any purchase order provided to Altera by End User.

Any modification of the terms of this license must specifically refer to this License and must contain the written signature of an authorized representative of Altera and End User. No representative of Altera has been authorized to make any representation, warranty or promise not contained in this license.

b) The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement. In the event that any provision of this Agreement is held to be illegal or otherwise unenforceable, such provision shall be severed and Altera and End User shall negotiate, in good faith, a valid substitute provision which most nearly affects the intent of the Agreement. The entire Agreement shall not fail because of the severance of illegal or unenforceable provisions. This Agreement is governed by the laws of England.

13. TERMINATION

This Agreement is effective until terminated. The Agreement will terminate automatically without notice from Altera if End User fails to comply with any provision of this Agreement.

Altera may at its sole option immediately terminate this Agreement in the event that End User fails to comply with the payment of the license fees according to clause 3.

Either party may terminate this Agreement by giving ninety (90) days prior written notice to the other party and at the same time notifying EURO PRACTICE (RAL).

Either party shall have the right to terminate this Agreement by giving written notice of termination to the other if the other party is guilty of a material breach or substantial breach of its obligations hereunder and has not remedied such breach if remediable within twenty (20) days of receiving notice requiring remedy of such breach.

Either party shall have the right to terminate this Agreement forthwith without notice in the event that the operations of the other party is suspended or wound up or a receiver appointed over all or a material part of its assets or undertaking or it ceases to exist as a separate legal entity (whether by reason of dissolution, merger, amalgamation or otherwise).

Upon termination, End User shall return the written materials and all copies of the Program, including modified copies, to Altera. On Altera's request, End User shall destroy all items mentioned above and prove its compliance with these obligations to Altera. Altera and/or EUROPRACTICE shall have the right, after giving End User twenty-four hours notice, to enter End User's premises for the purpose of determining that End User has complied with the above obligations.

Termination of this Agreement shall not release either party from its obligations of confidence under this Agreement and shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to either party.

Should the Master EUROPRACTICE Agreement be terminated or breached in any way, End User may continue to use the Program subject to receiving written notice from Altera that this Agreement will remain in effect.

14. FORCE MAJEURE

Neither party shall be liable for failure to perform any of its obligations hereunder if such failure results from force majeure viz. fire, explosion, accident, civil commotion, industrial dispute or any other event beyond its reasonable control.

15. INFORMATION

In case of any questions concerning this License Agreement, End User may contact RAL in writing, by E-mail, or telephone.

Altera

End User

Signature: _____
(AUTHORISED REPRESENTATIVE)

Signature: _____
(AUTHORISED REPRESENTATIVE)

Name: _____
(PLEASE PRINT)

Name: _____
(PLEASE PRINT)

Position: _____

Position: _____

Date: _____

Date: _____