

BRASS LEGACY ACADEMIC LICENSING AGREEMENT

SUPPLEMENTAL TERMS

These Academic Licenses Supplemental Terms (“**Academic Terms**”) amend the TERMS AND CONDITIONS AGREEMENT (“**TACA**”) between Subscriber and Axiom Brass, LLC (“we”, “us”, “our”), solely with regard to the products provided on the BRASS LEGACY Web Site (“**Academic Products**”). These Academic Terms, together with the TACA form the agreement between the parties (“**Agreement**”). In the event of a conflict, these Academic Terms supersede the TACA.

1. DEFINITIONS. Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these Academic Terms.

- (a) “**Academic Institution**” means a Subscriber that is an academic institution or other qualifying non-profit organization.
- (b) “**Academic License**” means a license of Academic Products solely for educational or public research purposes to a Subscriber that has been identified by us as an Academic Institution.

2. ACADEMIC LICENSE TERMS. Academic Product licenses also remain subject to all other applicable Terms found in TACA at <https://brasslegacy.com/download/2228/>, which are incorporated herein by reference. For Academic Institutions, Authorized Users will also include students enrolled into a diploma-seeking program and registered faculty at the Subscriber.

2.1. Use of Academic Licenses.

- (a) Subscriber will use the Academic Products solely for purposes directly or indirectly related to:
 - (i) teaching, training, or instructing degree-granting programs;
 - (ii) studies and coursework as part of degree-granting programs;
 - (iii) research and development activities to assist Authorized Users in completing degree-granting programs; or
 - (iv) performance of non-profit activities by Authorized Users, such as participation in student competitions, student projects or student demonstrations.
- (b) Subscriber may not use Academic Products for (i) any training, or instructional endeavors for non-affiliated students; (ii) any training or instructional endeavors for any third party that may be a licensee of the applicable Academic Product under separate agreement with us; (iii) production or any commercial purpose, including but not limited to, commercial processing, paid-for consulting, or processing the work of any affiliates; (iv) developing software for license or sale; and (v) any benchmarking or competitive analysis against products developed by our competitors.

2.2. Conditions of Academic License. Subscriber agrees that (i) Subscriber will obtain advance written approval from us for all documents intended for publication by Subscriber which concern the capability, functionality and/or methodology of the Academic Product; and (ii) all software programs and associated documentation developed by Subscriber which interact and/or interface with the Academic Product will be disclosed to us. Such programs and documentation will be made available to us in source code form upon request. Subscriber grants to us a nonexclusive, transferable, paid-up, royalty free license to use and/or market, distribute and modify any such software program, to the extent that this provision does not conflict with any pre-existing processing grant or contract applicable to such software and documentation. Where such pre-existing Subscriber grant or contract

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conflicts with this provision, the pre-existing grant or contract provision will take precedence over this provision, provided that we are notified in advance of such grant or contract restriction.

3. MAINTENANCE SERVICES.

- (a) Academic Institution will designate a trained technical contact who will serve as a focal point for administering and resolving all Academic Institution requests for support. The technical contact will use best efforts to solve Academic Institution problems or issues related to the Academic Product prior to contacting us for assistance. The technical contact will forward all service requests to us.
- (b) To request Maintenance Services, the technical contact at Academic Institution should submit an inquiry via email with a detailed description of the technical issues. We will assess the issues and reply with a solution or discuss over the phone if necessary. We will provide Maintenance Services to Academic Institution, but not individual Authorized Users, within 48 hours of the Maintenance Service request.

4. PUBLIC INSTITUTIONS. If Subscriber is an Academic Institution that is a public institution unable to agree to the Governing Law and Jurisdiction provision in the TACA due to mandatory law, the following will apply:

4.1. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the state or province where the Academic Institution is located. All disputes arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction and venue of the courts of the state or province where Academic Institution is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

4.2. Indemnification. Any terms and conditions of the Agreement relating to the Subscriber's indemnification of other parties will only be binding on the Subscriber to the extent permitted by the governing law.