

# Software Availability for Graduate Students

## :: Academic Year 2018-19 ::

This document shows the availability of commonly requested UOIT licensed software applications for UOIT graduate students and the process to acquire the software (on page three). Additional software applications are available on request.

Please note that the software is provided for academic research purposes (commercial use is not permitted).

Software Application	Eligibility for device owned By:		Notes
	Student	UOIT	
1 ADS	✓	✓	
2 Cadence	✓	✓	License does not permit off campus use.
3 ChemOffice Ultra	✓	✓	
4 EndNote	✓	✓	
5 Hyperworks	✓	✓	Student is required to sign a license agreement.
6 JT Translator	✓	✓	Requires connection to UOIT network.
7 Maple	✓	✓	
8 MapleSim	✓	✓	
9 Matlab	✓	✓	See page two for a listing of included toolboxes.
10 Minitab	✓	✓	
11 NX	✓	✓	
12 Office	✓	✓	
13 Project	✓	✓	Microsoft requires students to sign an agreement.
14 SAS	✓	✓	
15 SPSS	✓	✓	See page two for a listing of included modules.
16 SigmaPlot	✓	✓	
17 Visio	✓	✓	Microsoft requires students to sign an agreement.
18 Visual Studio	✓	✓	Microsoft requires students to sign an agreement.
19 WinEDT	✓	✓	

### Notes:

Where agreement sign-off is indicated as required, the agreement is included in this document. Please submit completed agreements to [software@uoit.ca](mailto:software@uoit.ca).

The software application licenses above are valid until August 31, 2019 with the exceptions of:  
 Cadence: May 31st 2019, Maple and MapleSim: Sept. 27, 2019, SAS: Sept. 1, 2019

LabVIEW and LS-DYNA are not available due to the terms of the license agreement.

Software availability is subject to change.

## SPSS and Matlab Add-ons and Modules Licensed by UOIT

### SPSS Modules Licensed by UOIT

1 Forecasting	7 Advanced Regression
2 Missing Values	8 Bootstrapping
3 Neural Networks	9 Complex Samples
4 Exact Tests	10 Conjoint
5 Decision Trees	11 Tables
6 Direct Marketing	12 Categories

### Matlab Add-ons Licensed by UOIT

1 Aerospace Blockset	42 Polyspace Bug Finder
2 Aerospace Toolbox	42 Polyspace Code Prover
3 Antenna Toolbox	44 Powertrain Blockset
4 Audio System Toolbox	45 RF Blockset
5 Automated Driving System Toolbox	46 RF Toolbox
6 Bioinformatics Toolbox	47 Risk Management Toolbox
7 Communications System Toolbox	48 Robotics System Toolbox
8 Computer Vision System Toolbox	49 Robust Control Toolbox
9 Control System Toolbox	50 Signal Processing Toolbox
10 Curve Fitting Toolbox	51 SimBiology
11 Data Acquisition Toolbox	52 SimEvents
12 Database Toolbox	53 Simscape
13 Datafeed Toolbox	54 Simscape Driveline
14 DSP System Toolbox	55 Simscape Electronics
15 Econometrics Toolbox	56 Simscape Fluids
16 Embedded Coder	57 Simscape Multibody
17 Filter Design HDL Coder	58 Simscape Power Systems
18 Financial Instruments Toolbox	59 Simulink
19 Financial Toolbox	60 Simulink 3D Animation
20 Fixed-Point Designer	61 Simulink Code Inspector
21 Fuzzy Logic Toolbox	62 Simulink Coder
22 Global Optimization Toolbox	63 Simulink Control Design
23 HDL Coder	64 Simulink Design Optimization
24 HDL Verifier	65 Simulink Design Verifier
25 Image Acquisition Toolbox	66 Simulink Desktop Real-Time
26 Image Processing Toolbox	67 Simulink PLC Coder
27 Instrument Control Toolbox	68 Simulink Real-Time
28 LTE System Toolbox	69 Simulink Report Generator
29 Mapping Toolbox	70 Simulink Test
30 MATLAB Coder	71 Simulink Verification & Validation
31 MATLAB Compiler	72 Spreadsheet Link
32 MATLAB Compiler SDK	73 Stateflow
33 MATLAB Report Generator	74 Statistics & Machine Learning
34 Model Predictive Control Toolbox	75 Symbolic Math Toolbox
35 Model-Based Calibration Toolbox	76 System Identification Toolbox
36 Neural Network Toolbox	77 Trading Toolbox
37 OPC Toolbox	78 Vehicle Network Toolbox
38 Optimization Toolbox	79 Vision HDL Toolbox
39 Parallel Computing Toolbox	80 Wavelet Toolbox
40 Partial Differential Equation Toolbox	81 WLAN System Toolbox
41 Phased Array System Toolbox	

SPSS and Matlab add-ons are subject to change. The full list of add-ons are not all installed by default.

# Graduate Student Software Request

## Process :: Academic Year 2018/19::

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This document is to provide UOIT graduate students with software usage terms and details about how to acquire UOIT licensed software.

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### Software Usage Terms:

1. The software is intended for academic research and course related use at UOIT.
2. Usage of the software for commercial/proprietary research is **not** permitted. Please contact [software@uoit.ca](mailto:software@uoit.ca) if you are unsure whether your use is permitted.
3. Each student may have the software installed on only one machine.
4. After completing studies at UOIT, the software must be removed from the computer.
5. All uses of UOIT-provided software, or other IT facilities, must follow the terms of the Information Technology [Acceptable Use Policy](#).

### Steps for Graduate Students:

1. Check the list of software on page one for your desired software application.
2. If the software is listed as available:

Please contact the IT Service Desk (North or Downtown location) to have the software installed by a technician or deployed via LANDesk (if available). Depending on the software application, you may need to review and sign an agreement from the software developer.

If the software is not listed:

Please ask your course instructor or academic advisor to complete and submit a [Software Form](#).

# Student Use Agreement (Microsoft)

As a member of the Microsoft DreamSpark program, the school in which you take credit courses is authorized to provide you with program software for use on your personal computer. You must agree to the usage guidelines listed below, the End-User License Agreement (EULA), and the MSDNAA License Amendment, as well as any conditions required by your school.

The DreamSpark program administrator for your school will maintain records of student use, provide aggregate data to Microsoft upon request, and ensure full compliance with the program among users including students, faculty, and technical staff. By installing, copying, or otherwise using the software, you agree to be bound by the terms of the EULA and the License Amendment. If you do not agree to be bound, do not install, copy, or use the software.

## Installation Guidelines

You must be registered in at least one for-credit course within the member school to be eligible to load program software on your personal computer.

Your school may either provide you with access to a download server or loan you a copy of the software on a temporary basis to install on your personal computer.

For certain products, you may be given a product key for installing the software. You may not disclose the product key to anyone else.

## Usage Guidelines

You may not give copies of loaned or downloaded software to anyone else. Other eligible students must obtain software using the method(s) set up by the DreamSpark program administrator.

You may use the software for non-commercial purposes including instructional use, research and/or design, and development and testing of projects for class assignments, tests, or personal projects. You may not use DreamSpark software for any for-profit software development.

When you are no longer taking credit courses in the member school, you may no longer obtain DreamSpark software. However, you may continue to use previously installed products on your computer, provided you continue to follow DreamSpark program guidelines.

If you violate the terms of the EULA and the License Amendment, the DreamSpark program administrator will demand confirmation of removal of the program software from your personal computer.

## Acceptance of Agreement

By signing below, you agree to be bound by the terms of the [EULA](#), the [MSDNAA License Amendment](#), the DreamSpark Student Use Agreement, and your school's software-usage policies.

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Student Signature

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Date



## SUBSCRIPTION AGREEMENT - MICROSOFT DREAMSPARK PREMIUM

This is a subscription agreement ("agreement") between Microsoft Corporation (or based on where you live, one of its affiliates) and you for the Microsoft DreamSpark Premium subscription ("DreamSpark Premium Subscription"). Please read it. For purposes of this agreement the term "software" applies to the software provided to you under the DreamSpark Premium Subscription, which includes the media on which you received it, if any.

### 1. DEFINITIONS.

#### a. You means either.

- departments of accredited higher educational institutions offering courses in science, technology, engineering or math ("STEM"), or
- an organization that shares students, faculty, or facilities with such departments or is operated for the purpose of helping such departments train students.

#### b. Additional Definitions:

- i. "students" means persons currently enrolled in your STEM courses, labs, or programs
- ii. "staff" means persons providing IT support to you or managing your DreamSpark Premium Subscription; and
- iii. "faculty" means persons employed to teach STEM courses to your students, assist with STEM courses, labs or programs for your students, or conduct non-commercial STEM research on your behalf.

### 2. TERMS FOR DREAMSPARK PREMIUM SUBSCRIPTION.

#### a. DreamSpark Premium Subscription.

Subject to the terms of this agreement, the DreamSpark Premium Subscription provides subscription access to software and other benefits. Microsoft may change or terminate the DreamSpark Premium Subscription at any time without prior notice to you.

#### b. Availability of the DreamSpark Premium Subscription.

While the DreamSpark Premium Subscription is generally available to the entities described in Section 1(a) above, Microsoft reserves the right to determine in its sole discretion who may or may not receive the DreamSpark Premium Subscription.

### 3. SOFTWARE AVAILABLE THROUGH THE DREAMSPARK PREMIUM SUBSCRIPTION.

#### a. Other Terms.

Except for terms that specifically state that they override these terms, the terms of this agreement supersede and control over any conflicting terms you may encounter in the software, even if installation of the software requires you to "accept" a separate end user license agreement.

#### b. Access to the Software Available Under the DreamSpark Premium Subscription.

Only those individuals specifically authorized under this agreement may access and use the software.

### 4. USE RIGHTS.

#### a. Your rights.

Regarding the software available under the DreamSpark Premium Subscription, you may:

- have your staff make and install copies of the software on any number of servers, personal computers, and media on your premises for use pursuant to these terms;
- let your staff, faculty, and students use the software only (a) to develop, support, conduct, or take courses, labs, or programs you offer; (b) in non-commercial research on your behalf; or (c) to design, develop, test, and demonstrate software programs for the above purposes; and,
- let your staff, faculty, and students make one additional copy of the software on their own computer or other device solely for use as a backup copy, provided that their use is pursuant to these terms.

#### b. Restrictions.

You may not use the software:

- for commercial purposes (except as permitted under Section 4(c)); or
- to develop or maintain your department's or institution's administrative or IT systems.

#### c. No commercial use.

If you use the software to create software programs, you may only commercially use or distribute them upon the purchase of appropriate commercial license(s) for the software. You may however submit software programs that you create using the DreamSpark Subscription software to Microsoft app stores, including for revenue.

### 5. ADDITIONAL TERMS FOR THE DREAMSPARK PREMIUM SUBSCRIPTION.

#### a. Changes in status.

You will stop providing program benefits or any software keys to anyone who ceases being one of your staff, faculty, or students as such terms are defined above. However, students who have received software under the DreamSpark Premium Subscription may continue to use such software when they are no longer students provided that they do so in accordance with these terms.

#### b. Copy quality.

You will ensure that each copy your students, faculty, and staff makes of the software is a true and complete copy, and includes all license terms, copyright, trademark, and other notices.

#### c. Using Windows Operating Systems in Your Labs.

DreamSpark Premium Subscription software includes certain Windows operating system products. You may not install any such product on any computer that does not already have a Windows operating system installed on it unless those computers are owned by or leased to you and will at all times remain physically located in labs operated by departments that have purchased the DreamSpark Premium Subscription.

#### d. Windows Server 2008 HPC Edition.

In the case of Windows HPC Server 2008 and all subsequent and prior editions, you are limited to create 16 "instances" of that software as that term is defined and used in the software license terms for Windows HPC Server 2008.

#### e. Not for Resale Software.

You may not resell the software.

**6. PRODUCT KEYS.**

The software may require a key to install or access it. You are responsible for the use of any keys assigned to you. You may only disclose keys to your staff, faculty, and students. You will use best efforts to make those persons aware of the restrictions on use of the keys. The following terms apply to lab keys provided under the DreamSpark Premium Subscription: (a) lab keys are to be used solely for activating the software in labs; and (b) lab keys may only be activated on the physical campus for which the DreamSpark Premium Subscription was procured.

**7. END OF DREAMSPARK SUBSCRIPTION.****a. Cancellation and non-renewal.**

You may cancel your subscription to the DreamSpark Premium Subscription at any time. Your membership expires if you do not renew it or do not pay the annual fee prior to the expiration of the membership period.

**b. Termination.**

Microsoft may terminate this agreement if, in Microsoft's sole determination, you fail to comply or any of your staff, faculty or students fail to comply with these terms. In addition, if you no longer qualify for the DreamSpark Premium Subscription (by meeting the definition of "you" above), then your membership will automatically terminate.

**c. Effect.**

If your program membership ends for any reason:

- these terms will terminate;
- you may no longer claim any keys, or distribute the software or any other benefits of the DreamSpark Premium Subscription to your staff, faculty, and students; however, you and your staff, faculty, and students may continue to use copies of the software received prior to termination of your DreamSpark Premium Subscription in accordance with these terms (including Section 4(b)); and
- you must destroy all other copies of the software in your possession.

**8. SUPPORT SERVICES.**

The DreamSpark Premium Subscription is provided "as is." Any support provided under this agreement will be subject to the Microsoft standard support terms found at <http://support.microsoft.com/>.

**9. ENTIRE AGREEMENT.**

This agreement, and the terms for software, supplements, updates, Internet-based services and support services that you use, are the entire agreement for the DreamSpark Premium Subscription and all benefits provided there under.

**10. APPLICABLE LAW.****a. United States.**

If you entered into the agreement in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

**b. Outside the United States.**

If you live in any other country, the laws of that country apply.

**11. LEGAL EFFECT.**

This agreement describes certain legal rights. You may have other rights under the laws of your country. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

**12. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.**

You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

For questions about DreamSpark and/or the DreamSpark Premium Subscription, please see <https://www.dreamspark.com/ContactUs.aspx>.

## LIMITED WARRANTY

**PLEASE NOTE: THIS WARRANTY SUPERCEDES ANY WARRANTY WHICH YOU MAY ENCOUNTER IN USING THE SOFTWARE**

**LIMITED WARRANTY.**

If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

**TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER.**

If the first user transfers the software, the remainder of the warranty will apply to the recipient.

**TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY.**

Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

**EXCLUSIONS FROM WARRANTY.**

This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

**REMEDY FOR BREACH OF WARRANTY. MICROSOFT WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT, MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN**

**A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.**

**CONSUMER RIGHTS NOT AFFECTED. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.**

**WARRANTY PROCEDURES.**

You need proof of purchase for warranty service.

**1. United States and Canada.**

For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at

- (800) MICROSOFT;
- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
- visit [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm).

**2. Europe, Middle East and Africa.**

If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
- the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

**3. Outside United States, Canada, Europe, Middle East and Africa.**

If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

**NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM MICROSOFT. MICROSOFT GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, MICROSOFT EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

**LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.**

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.**

**Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.**

**Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.**

## GARANTIE LIMITÉE

**GARANTIE LIMITÉE**

Si vous suivez les instructions, le logiciel fonctionnera dans son ensemble comme il est décrit dans la documentation de Microsoft reçue avec ou dans le logiciel.

**DURÉE DE LA GARANTIE ; BÉNÉFICIAIRE DE LA GARANTIE ; DURÉE DE TOUTE GARANTIE IMPLICITE. La garantie limitée couvre le logiciel pendant un an après son acquisition par le premier utilisateur. Si vous recevez des compléments, des mises à jour ou un logiciel de remplacement au cours de cette année, ils seront couverts par la garantie pendant la durée restante ou pendant 30 jours, la période la plus longue étant retenue.**

Si le premier utilisateur transfère le logiciel, la durée restante de la garantie s'applique au destinataire.

**Dans la limite autorisée par la loi en vigueur, toute garantie ou condition implicite dont vous bénéficiez prendra fin au terme de la garantie limitée.**

Certains États n'autorisent pas les limitations portant sur la durée d'une garantie implicite, de sorte que les limitations ci-dessus peuvent ne pas vous être applicables. Elles peuvent également ne pas vous être applicables, car certains pays n'autorisent pas les limitations portant sur la durée d'une garantie ou condition implicite.

**EXCLUSIONS DE LA GARANTIE**

Cette garantie ne couvre pas les problèmes engendrés par vos propres actes (ou absences d'actes), ceux de tiers ou tout autre événement indépendant de la volonté de Microsoft.

**RECOURS DANS LE CADRE DE LA VIOLATION DE GARANTIE. Nous nous engageons à réparer ou à remplacer le logiciel gratuitement. Si nous ne pouvons pas le réparer ni le remplacer, nous rembourserons le montant que vous avez payé pour le logiciel figurant sur le reçu. Nous nous engageons à réparer ou à remplacer les compléments, les mises à jour et le logiciel de remplacement gratuitement. Si nous ne pouvons pas les réparer ni les remplacer, nous rembourserons le montant que vous avez payé pour ces composants, le cas échéant. Vous devez désinstaller le logiciel et le renvoyer à Microsoft avec une preuve d'achat pour vous faire rembourser. Ces recours sont les seuls dont vous disposez dans le cadre de la violation de garantie limitée.**

**DROITS DES CONSOMMATEURS NON AFFECTÉS. Vous pouvez bénéficier de droits des consommateurs supplémentaires dans le cadre du droit local, que ce contrat ne peut modifier.**

**PROCÉDURES RELATIVES AUX RÉCLAMATIONS DANS LE CADRE DE LA GARANTIE. Vous devrez fournir une preuve d'achat pour obtenir de l'aide en matière de garantie.**

**1. États-Unis et Canada**

Pour obtenir de l'aide en matière de garantie ou des informations sur la procédure à suivre pour vous faire rembourser un logiciel acquis aux États-Unis et au Canada, mettez-vous en rapport avec Microsoft

- (800) MICROSOFT ;
- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399 ; ou
- en visitant [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm).

**2. Europe, Moyen-Orient et Afrique**

Si vous avez acquis le logiciel en Europe, au Moyen-Orient ou en Afrique, Microsoft Ireland Operations Limited offre cette garantie limitée. Pour faire une réclamation au titre de cette garantie, vous devez vous mettre en rapport avec

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Irlande ; ou
- votre filiale nationale de Microsoft (visitez le site [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

**3. En dehors des États-Unis, du Canada, de l'Europe, du Moyen-Orient et de l'Afrique**

Si vous avez acquis le logiciel en dehors des États-Unis, du Canada, de l'Europe, du Moyen-Orient et de l'Afrique, mettez-vous en rapport avec votre filiale nationale de Microsoft (visitez le site [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

**AUCUNE AUTRE GARANTIE. La garantie limitée est la seule garantie directe de Microsoft. Nous n'accordons aucune autre garantie ou condition expresse. Dans toute la mesure permise par le droit local, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues**

Si le droit local vous accorde des garanties ou conditions implicites, notwithstanding la présente exclusion, les recours dont vous disposez sont ceux présentés dans la clause de recours dans le cadre de la violation de garantie ci-dessus, dans la limite autorisée par le droit local.

**LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ DANS LE CADRE DE LA VIOLATION DE GARANTIE. La clause de limitation des dommages-intérêts et exclusion de responsabilité ci-dessous s'applique aux violations de cette garantie limitée.**

**La présente garantie vous confère des droits légaux spécifiques et vous pouvez également bénéficier d'autres droits qui varient d'un État à l'autre. Vous pouvez également bénéficier d'autres droits qui varient d'un pays à l'autre.**

**LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur du montant que vous avez payé pour le logiciel. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.**

Cette limitation concerne

- toute affaire liée au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie ou condition, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si

- la réparation, le remplacement ou le remboursement du logiciel ne compense pas intégralement toute perte subie ; ou
- Microsoft connaissait l'éventualité d'un tel dommage.

Certains États n'autorisent pas l'exclusion ou la limitation de responsabilité pour les dommages indirects ou accessoires, de sorte que la limitation ou l'exclusion ci-dessus peut ne pas vous être applicable. Elles peuvent également ne pas vous être applicables, car votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit.

#### **EFFET JURIDIQUE**

Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre État ou pays. Vous pourriez également avoir des droits à l'égard de la partie de qui vous avez acquis de logiciel. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre État ou pays si celles-ci ne le permettent pas.



ALTAIR ENGINEERING CANADA, LTD.  
EDUCATIONAL SOFTWARE LICENSE AGREEMENT

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THIS LICENSE AGREEMENT, including the terms and provisions hereof and in the Order Form attached hereto and incorporated herein (the "Agreement") by and between ALTAIR ENGINEERING CANADA, LTD., a corporation organized under the laws of Canada, with offices located at 170 The Donway West, Suite 301, Toronto, Ontario, M3C 2G3 Canada ("Altair"), and the licensee named in the signature block below (the "Licensee").

1. Definitions.

- (a) Software. The proprietary licensed software and documentation described on the Order Form attached hereto.
  - (b) Copy. For purposes of this Agreement, the term "copy" shall be defined as any reproduction of the Software in whole or in part, in any form whatsoever, including but not limited to: print-outs on any legible material in any computer language; machine code or punched paper tape or the like; duplication in memory devices of any type, including random access memory, read-only memory or the like; recordings of any type, including magnetic recordings on any recordable material; or any handwritten or oral duplication or reproduction of the Software.
  - (c) Use. For purposes of this Agreement, the term "use" shall be defined as operating the Designated Computer(s) with the Software in accordance with the terms and conditions of this Agreement. Use is specifically limited for faculty and student educational and internal research use, only. Production use and any for-profit use, including any use for which the Licensee is receiving funding from a third party, is strictly prohibited. Commercial licenses are available for purchase for for-profit applications.
  - (d) Permitted User. As used in this Agreement, the term "Permitted User" shall be defined as any faculty member or student of the Licensee who has been expressly authorized by the Licensee to use the Software.
  - (e) Site. As used in this Agreement, the term Site shall mean the location(s) designated on the Order Form.
  - (f) Designated User Representative. As used in this Agreement, the term Designated User Representative shall be defined as an individual employee of Licensee, selected by the Licensee, who has completed the Training Program and serves as the communication contact between Licensee and Altair for provision of email and telephone assistance, if such support is purchased and indicated on the Order Form.
  - (g) Suppliers. Any person, corporation or other legal entity which from time to time may provide to Altair software or documents included in the Software described on the Order Form.
2. Term. The term of the Agreement shall be for one year or as otherwise stated on the Order Form. This license shall be extended upon mutual written execution of a new Order Form following expiration of the current term.
3. Payment. Licensee shall pay in full the fee specified on the Order Form, if any, within thirty (30) days of receipt of the invoice. Past due fees shall bear interest at the maximum legal rate. Altair may condition its delivery of any maintenance Release or Update to Licensee on Licensee's having paid all amounts then owed to Altair. Fees do not include taxes or duties and Licensee is responsible for paying (or for reimbursing Altair if Altair is required to pay) any federal, state or local taxes or duties imposed on this License or the possession or use by Licensee of the Software excluding, however, all taxes on or measured by Altair's net income. Altair

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Division/Department: \_\_\_\_\_

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City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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Software Shipped:

Table with 4 columns: Item Code, Description, Quantity, Price. Multiple rows of blank lines for data entry.

Total Price: \_\_\_\_\_

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