



MTS Systems Corporation

END USER SOFTWARE LICENSE AND SERVICES AGREEMENT

MTS ECHO

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4. General Rules of Conduct. You acknowledge and agree that you will not impersonate another user or any other person or entity, without their express prior written consent. You further acknowledge and

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11. Use Limitations of Test Machine Software. The Software may comprise software for providing data related to a test specimen (“Test Machine Software”). You shall use the Test Machine Software, and any part thereof, only on the equipment designed to make use of such Test Machine Software (“Equipment”) and will copy the Test Machine Software in whole or in part (with the proper inclusion of MTS’ copyright notice and any of MTS’ proprietary notices) only for use on the designated Equipment, and not for publication. You may make one (1) copy of the Test Machine Software to maintain as a replacement copy if the original copy fails or becomes unusable. Transfer of licensed Test Machine Software and programs, excluding computer databases, is specifically forbidden on any computer network other than to the designated Equipment. If a malfunction occurs causing the Test Machine Software to become inoperable on the designated Equipment, the Test Machine Software (or copy thereof) may be used on other Equipment on a temporary basis during such malfunction if MTS is notified in writing. If the Test Machine Software fails or becomes unusable, you shall promptly return the failed or unusable Test Machine Software to MTS for replacement. You will not make copies of the Test Machine Software for simultaneous multiple use without express, written approval from MTS. You shall notify MTS immediately in the event of any unauthorized use, copying, or disclosure of the Test Machine Software or any confidential information to any third party, and further agree to take such reasonable action as may be necessary to prevent any further use, copying, or disclosure of such Test Machine Software product or confidential information. Upon your request, MTS shall provide a replacement copy of the related documentation for the Test Machine Software for a reasonable fee if it is lost or destroyed.

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13. Remedies. You acknowledge that, in the event of a breach of your obligations hereunder relating to confidential information, MTS may be entitled to equitable relief to protect its interests therein, including but not limited to, temporary and permanent injunctive relief, as well as any other remedies to which it may be entitled, at law or in equity. You hereby acknowledge that remedies other than equitable relief are inadequate to fully protect MTS’ rights to the Software and confidential information. Unless otherwise stated herein, the rights and remedies of either party set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

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23. Compliance with and Governing Law. Both parties agree to comply with all applicable laws and regulations. These Terms of Use shall be governed by the laws of the state or country of the MTS entity signing the order for the Equipment with which the Software is used in conjunction with, except that its conflict of law rules shall not apply.

24. Use of Data. MTS acknowledges that data used or generated by the Test Machine Software in connection with testing a test specimen ("Test Result Data") and transmitted to or from the Site belongs

to you. However, by these Terms of Use, you expressly grant MTS the perpetual right and ability to use all data transmitted to or from the Site, the machines or software associated with the Site, and all data or other information, except for Test Result Data, used in connection with or provided to you by the services found at the Site for purposes of testing, enhancing or making improvements to the Site, the machines and software associated with the Site, and the services found at the Site, and for purposes of ascertaining the performance of any hardware or MTS software associated with the Equipment, or any hardware or software providing the data, and suggesting products or services that may be beneficial to you. Under no circumstances, is MTS obligated to ensure that any of your data or other information related to you is removed, or is to be removed, from the machines of the Site, other machines owned by or under the control of MTS, or machines of third parties.

25. Security. You agree not to circumvent, disable or otherwise interfere with the security-related features of the Site, the machines or software associated with the Site, and the services found at the Site or enforce limitations on the use of the Site, the machines or software associated with the Site, and the services found at the Site. MTS makes no guarantees as to the security of the Site, the machines or software associated with the Site, and the services found at the Site. You will not decompile, reverse engineer, modify, adapt, translate, prepare derivative works, disassemble or otherwise attempt to discover the source code of the Software or of the software of the Site, or distribute copies of the Software or of the software of the Site to others, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; nor will you allow others to do the aforementioned.

26. Enforceability. If any term of the Agreement is held unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the parties and the remaining terms shall remain in effect.