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2. ACADEMIC LICENSES

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c. The EViews Academic Volume License Program provides the licensee great flexibility in designing a program to suit its needs. The school pays one fixed Base License Fee that applies to the entire campus. Use Licenses may then be purchased to cover specific needs either at the campus level, by schools or departments, and, in the case of Standalone Packages, by individual students and faculty. Once the Base License is obtained, the EViews Academic Volume License Program offers three methods of Use Licensing for EViews:

i) Concurrent Use Licenses allow the use of EViews to be shared across multiple computers on a LAN or VPN. Licensing is based on the maximum number of users allowed to run EViews simultaneously. Concurrent Use licensing is the only form of licensing which allows EViews to be used under application server environments such as Windows Terminal Server or Citrix Presentation Server.

ii) Computer Laboratory Licenses allow the use of EViews within public access computer labs. EViews is installed directly on lab computers and licensing is on a per computer basis.

iii) Standalone License Packages can license a single faculty member or student to install and run EViews on up to three computers (e.g. home, office, laptop), so long as the individual is the exclusive user of EViews on each computer. Or,

Licensee can license the use of EViews on a single computer independent of the number of people using that computer, for example, on a laptop computer used for presentations within a classroom.

d. The license fees applicable to the various Academic Volume License types are set forth on Exhibit B. Base License holders may purchase as many Use Licenses as desired.

i) For example, a small academic department where no more than 3 users would run EViews at the same time might purchase three "1 Concurrent Use Licenses." If the department also runs a small undergraduate lab with 10 computers it could add two "5 Computer Lab License Packs" to cover use of EViews within the lab. Faculty and graduate students in the department might also purchase their own "Standalone License Packages."

ii) As another example, a licensed university might purchase an "Unlimited Computer Lab Use License" to install EViews in all of the computer labs on campus, while the Economics Department and Business School each purchase "20 Concurrent Use License Packs" for faculty use on department specific networks.

iii) The Academic Volume License Program offers highly discounted pricing of EViews Standalone Packages. Accordingly, an academic institution might purchase only a Base License, with no additional Lab or Concurrent Use Licenses, as a means of offering low cost copies of EViews to students and faculty.

3. RESTRICTIONS ON USE AND MANAGEMENT OF LICENSES

a. Managing Concurrent Use Licenses

i) Concurrent Use licenses allow EViews to be shared across all computers used by students and faculty within a single network (LAN or VPN). This form of licensing is the only form of licensing that includes support for running EViews remotely using application servers such as Windows Terminal Server or Citrix Presentation Server.

ii) Concurrent use licensing requires the use of the EViews License Manager software. EViews License Manager is a separate program that is run as a Windows Service on a computer that is accessible to all machines that will run EViews. The primary job of EViews License Manager is to limit the number of concurrent users of EViews to the number licensed by Licensee. When a copy of EViews is launched, it connects to the

designated license server machine and requests a concurrent use license. EViews License Manager counts the number of EViews sessions that are already running, and only allows the new session to begin if sufficient licenses are available.

iii) Since concurrent use of EViews requires continuous network access to the EViews License Manager, the License Manager will typically be installed on a network server that is running 24 hours a day. The License Manager program requires few resources, so any computer running Windows 2000, Windows XP, or later should be capable of running the license manager software.

iv) Under concurrent use licensing, there is considerable flexibility in the location of the EViews program files. The EViews program files may be installed on one or more network servers and/or on individual client machines. The only limitation is that each machine that will run EViews must be able to establish a network connection to the machine running EViews License Manager. Once the EViews License Manager is installed, EViews can be executed directly on the client machines, or executed remotely using application servers such as Windows Terminal Server or Citrix Presentation Server.

v) If Licensee wishes to divide users into groups, with concurrent use limited separately for each group, it must purchase separate Concurrent Use Licenses for each group. For example, a Business School and an Economics Department who would each like to ensure that at least 10 licenses are always available for their own use, will need to purchase two 10 Concurrent Use Licenses rather than a single 20 Concurrent Use License.

vi) Each Concurrent Use License may be installed on only a single server running EViews License Manager; software activation with Licensor locks the license to a specific machine. If it becomes necessary to move a license to a new machine, it will require contacting Licensor technical support. However, procedures that do not require the assistance of Licensor are available for short term installation on a backup machine in the case of hardware failure or routine maintenance.

b. Managing Computer Laboratory Licenses

i) Computer laboratory licenses permit the use of EViews on computers located within university teaching labs. A computer lab is defined here to be a location containing public access computers that are used by multiple students, primarily or exclusively for teaching purposes. Public access computers located within college or university libraries are also eligible for lab licenses. Faculty and student offices are explicitly excluded

from this definition.

ii) Computer lab licensing is based on the number of computers allowed to run EViews. Each computer designated for EViews use will require a Computer Lab License and EViews will need to be installed and registered on each computer. As such, Computer Lab licensing requires more administration than concurrent network access, and may be less desirable for some computer labs.

iii) In addition to EViews software installation, each lab computer must be assigned a serial number associated with its Computer Lab License and registered (software activation) with Licensor. EViews registration on a computer with internet access is a simple process that involves entering a serial number and pressing a single button. Alternative registration methods exist for computers without internet access. While the EViews software installation can be part of a standard software suite that is replicated across all machines in the computer lab, with one exception discussed below, registration must be done individually for each computer designated to run EViews.

iv) Once registered, the EViews software may be uninstalled and reinstalled or updated. If a machine's hard disk is wiped clean or replaced, the machine will require re-registration, but it will be recognized by Licensor as a machine already assigned a Computer Lab License and will not require additional licensing. During the period of technical support provided under the Academic Volume License (see Software Support below), a simple procedure is also provided for moving Lab Licenses (serial number and registration) from one computer to another.

v) The Academic Volume License provides an option for purchasing a license that allows unlimited computer laboratory use of EViews on a single campus. Under this license, any computer located within a computer laboratory on campus may be configured to run EViews. To assist in the deployment of EViews across a large number of computers, the Unlimited Lab Use license offers the capability of cloning or imaging the EViews software onto lab machines without requiring registration of individual computers. Under this scenario, EViews may be installed and registered on a single master computer and then cloned or imaged to an unlimited number of lab computers. Cloned computers will run EViews without requiring additional registration. It is the responsibility of the institution to limit cloning of EViews to computers located within computer laboratories.

c. Managing Standalone License Packages

i) The Academic Volume License Program allows students and faculty to purchase EViews Standalone Packages at greatly reduced prices. These packages feature the same software offered in the retail single user package.

ii) When purchased for individual use, Standalone License Package allow one person to install EViews on his or her work, home and/or portable computers for purely academic use so long as the individual is the exclusive user of EViews on that computer.

iii) Alternatively, Standalone License Packages can license the use of EViews on a single computer that is shared among people, for example, computers used for presentation in lecture halls, or laptops that are shared among individuals. In this case, each Standalone Package may be used to install EViews on only one computer.

iv) Standalone License Packages may be sold at the bookstores of colleges and universities that are members of the Academic Volume License Program, so long as procedures are in place to limit sales to faculty and students of the institution.

4. PRICING

a. Licensee shall pay to Licensor the applicable license fees set forth on Exhibit B ("License Fees"), within net 30 days after the date of the relevant invoice. All license fees specified in this Agreement are exclusive of and Licensee is solely responsible for payment of all value-added, sales, use, import, duties, customs or other taxes applicable to the providing of products under this Agreement, except for any taxes assessed upon the income of Licensor To receive tax exempt status, Licensee must submit applicable documentation proving tax exempt status to Licensor prior to Licensor issuing the first invoice. Licensee must pay the said taxes invoiced prior to receipt by Licensor of such documentation.

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b. Technical Assistance

i) Technical assistance in the use and installation of EViews is provided as part of support under the EViews Academic Volume License. Technical assistance also includes support for moving Computer Lab Licenses between computers as they are replaced or when Licensee wishes to reassign EViews licenses to different computer labs. Similarly, technical assistance includes support for changing the host computer for the EViews License Manager software, if applicable.

ii) Technical assistance will be provided to a maximum of three individuals designated by Licensee as contact persons and identified to Licensor on Exhibit A. Any other individuals seeking technical assistance directly from Licensor will be directed to one of Licensee's contact people. Technical assistance is only provided during Licensor's normal Support hours: 8:00AM through 5:00PM Pacific Time, Monday-Friday.

iii) Technical assistance refers only to providing support for the operation of the EViews software and does not extend to general problem solving and modeling issues, or econometrics and statistical theory.

c. Software Updates

i) Licensor regularly updates the EViews Software. Updates fall into two categories: minor "within version" updates and major version changes. Minor updates are posted at Licensor's web site: www.eviews.com, and can be downloaded by Licensee at any time. Major version updates require that the EViews Software be reinstalled from media containing the new version of EViews.

ii) Licensee shall be entitled at no additional charge to any new major versions of the EViews Software released by Licensor within the term of Licensee's Support.

iii) License Expansion and Purchasing Rights. During the term of Support, Licensee may purchase additional Computer Lab or Concurrent Use licenses, and EViews Standalone

Packages at the published Academic Volume License prices (prices are set forth on Exhibit B). When Support expires, Licensor is under no obligation to allow purchases at these discounted prices, and reinstatement of Support may require payment of then-applicable license and Support fees.

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