

This agreement is best read from the "Lease Agreement" chapter in the User Guide.

It is written in LaTeX and translated to RTF by latex2rt.exe.

Lease Agreement

Version 22.12.06

This agreement is between the entity you represent or you, individually ("you" or "your"), and NuV2 ("we", "us" or "our").

This agreement documents features of our Software important to you when used on your PC or network. By using our Software you agree to these terms. If you do not accept them, do not use our software.

0.1 Definitions

"Software" refers to software we make, the whole and parts of, including the Verilog compiler and simulator named *NuV*, the local area network lease server named *LANleaseServer*, and the website *nwv2.com*.

"Ngspice" refers to the public domain open source spice simulator at <http://ngspice.sourceforge.net>.

"BSIM" and "BSIM-CMG" refer to Verilog transistor models available from [here](#).

"Reseller", "Resold" refers to you if you redistribute our Software.

"Software Lease" refers to a small computer file required for our Software to run.

"Posting Metrics", "Post Metrics" refers to sending metrics to *nuv2.com*. Metrics refers to measurements about how you use the Software that includes, but is not limited to, CPU times and matrix statistics. Not included is your circuit source code, nor the compilation of that code.

0.2 Scope of Agreement

Software downloaded from our website contains both our Software and the Ngspice software and Verilog models from BSIM. By downloading, you agree to both this agreement and all agreements of Ngspice and those of BSIM.

0.3 Assignability

This agreement is assignable to our heirs and successors and to your heirs and successors.

0.4 Agreed To

By checking the "I have read and accept the terms in the Lease Agreement" checkbox when signing up and reconfirming when installing, you acknowledge your acceptance to the terms and conditions set forth in this agreement and will abide by them.

0.5 Applicable Law

If any part of this agreement is in violation of local laws, the remaining parts are still in effect.

0.6 Termination

You may terminate this agreement at any time and must notify us with the date of termination. We may terminate this agreement upon breach of this agreement or the expiration date found in your Software Lease or as permitted by local law. We will attempt to notify you at the email address you entered when you created your account at *nuv2.com*.

Upon termination, you agree to remove our Software by:

1. Uninstall our Software through Add/Remove Programs (Windows).
2. Delete/remove our Software files you obtained from *nuv2.com*.

You may keep the Software on backup storage; however, if you recover from backup, you will immediately follow steps 1 and 2 to remove the Software.

We do not remove your account with us from our database.

0.7 Warranty, Guaranty and Liability

We provide no warranty, no guaranty, nor merchantability, etc., with regard to any software originating from us, including Ngspice or Verilog models you obtain from our website. You should obtain the Verilog models of BSIM directly from them, not by copying what we download to you.

You will not hold us liable for events which may follow downloading, installing, running, or obtaining our Software, either from another source, from us, or through use of our Software or Ngspice.

You agree, but are not limited to, holding us not liable

- for the Software, including Ngspice, failing to perform, and including, but not limited to, outages at *nuv2.com*.
- for any events relating to you, associates, or others resulting from possible theft of our database.
- for possible theft of email correspondence with you unless superseded by NDA agreement.
- for modifications to your device by or after installation.

This Software is "use at your own risk".

0.8 Reverse Engineering

Reverse engineering is strictly prohibited. You may not decompile, tamper with the Software, use debuggers on the Software, capture local area network traffic, or internet traffic for any purpose to discover the workings of our Software.

0.9 Accounts

When you Sign-up at *nuv2.com*, a password is required. **You are prohibited from sharing this**
To be clear, this **also applies to Resellers**. Resellers are **prohibited from sharing their passw**

Accounts in our database are never removed, including after termination of this agreement.

0.10 Reseller Client Transparency

If you are a Reseller, any client of yours that uses our Software is required to create an account at *nuv2.com* and then sign into their *LANleaseServer* using that account. You agree that our database will associate that client to you.

0.11 Installation Modifies your PC

0.11.1 Windows

The Windows Installer in the download from us will install on your device our *NuVDll.dll* library, the *Ngspice.exe* executable, the *LANleaseServer.exe* executable and *User Guide.pdf* and other miscellaneous files. These files are installed under *C:/Program Files (x86)/NuV2* (for 32 bits).

Also installed are some additional files under *C:/ProgramData/NuV2*. You are prohibited from changing the contents of these files. The files are protected by RSA encryption, and any edits to them will cause our Software to not run.

The install also adds an inbound rule to your PC's "Windows Defender Firewall" to accept inbound connections to the *LANleaseServer.exe* executable. This rule is named *NuV2 LAN lease Svc*. Our Software will not run if it is unable to connect to the *LANleaseServer.exe*.

The install also adds shortcuts to "start" under *NuV2 LAN Lease Svc* and *NuV2 <version>*. Using the *NuV2 LAN Lease Svc* shortcut allows you to log in the first time or when an issue arises.

When you **uninstall** through Add/Remove programs these files, the inbound rule, and the shortcuts are removed from your PC.

The *LANleaseServer* manages your Software Lease and acts as a hub between *NuV* and *nuv2.com*. It is software in addition to the *NuV*² software you are signing up to use. Local area network traffic occurs inbound to the *LANleaseServer* from *NuV* when *NuV* is running. Your network must allow this traffic, and depending on your Software Lease, also outbound traffic from the *LANleaseServer* to *nuv2.com*.

0.12 The Software Lease

We do not sell software.

The Software Lease you receive is a lease for you to use our Software until a predetermined time, after which the Software Lease expires and the Software will no longer run. You can view your Software Lease by signing into *nuv2.com*, and from the navigation bar dropdown, choose "Manage Lease". We offer two kinds of Software Leases:

- A "Paid-for" Software Lease is one purchased from us. You have the choice of Posting Metrics or not; however, the default is Posting Metrics, so if you do not want that, you have to change the setting by signing into *nuv2.com*, and from the navigation bar dropdown, choose "Manage Lease", where you then uncheck the **green** checkbox. This lease must be renewed around the expiration date.
- A "Free" Software Lease is one not purchased. This lease Post Metrics for us to use as we please, and you have no choice, unlike the Paid-for Software Lease. The default renewal for this lease is automatic. When you download the Software, you are provided a Free Software Lease by default.

A Software Lease can be converted between Free and Paid-for by contacting support.

0.13 The User Model

We offer two user models:

- "Direct": You obtained our Software by directly downloading from *nuv2.com*.
- "Resold": You obtained our Software from a Reseller.

And support two environments:

- "Unrestricted": Your Single PC or local area net has connectivity to *nuv2.com* (individual or business).
- "Government": Your local area net does not have connectivity to *nuv2.com* (a govt. secure network). You must contact support to obtain the Software Lease for this environment.

You can switch between Direct and Resold by simply uninstalling Software you downloaded, followed by installing Software from a Reseller. Your Software Lease will update automatically.

0.14 Features and Limitations

- Limit on Devices: The Paid-for Software Lease has no limit to the number of Verilog "vpiModules" that can be simulated. The Free Software Lease has no limit to the number of "vpiModules"; however, a Resold Free Software Lease is limited to a small number of "vpiModule"s, around 4. We may change these limits without notification to you.

- **Software Lease Expiration Date:** The expiration date of Software Leases issued by our Software is approximately one year from the date of issue. Paid-for leases can be renewed by contacting support, while Free leases are typically renewed automatically. We may choose to not renew or choose a shorter expiration date.
- **Reseller Inheritance:** Some advantageous features of a Reseller's Software Lease are inherited to their clients (Resold Software). For example, if the Reseller has a Paid-for lease and you have a Free lease, your Free lease is upgraded to a Paid-for lease and inherits the expiration date and device limit of the Reseller.
- **Choice of Posting Metrics:** A Paid-for lease gives you the choice of Posting Metrics or not. A Free lease requires Posting Metrics. Posting Metrics is disabled in the Government model.
- **Misc:** There is no limit to the number of simultaneous copies of *NuV²* that you can run. Each version of *NuV²* you install is managed separately so you can have as many versions installed as you like, although only the latest version of *LANleaseServer* is installed. This can be helpful if you must compare simulation results from different versions.

0.15 Internet Traffic

Our Software refreshes your Software Lease by connecting to *nwv2.com*. You agree to maintain connectivity to *nwv2.com* and understand metering charges you are responsible for may apply according to your internet service plan. This does not apply to the Government environment Software Lease.