ProAnalyst 2023

Video Motion Analysis

Getting Started

Xcitex

Congratulations.

You now own the world's most advanced video motion analysis software and have become part of the ever-growing community of *ProAnalyst* users.

Thank you.

Peter T. Carellas.
President, CEO

Unboxing and getting started

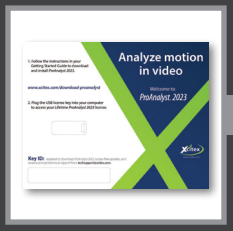
Welcome to *ProAnalyst 2023*

This is your *ProAnalyst 2023* Getting Started Guide. This guide contains information that will help you install your new software, activate your license, and get started with easy-to-understand instructions.

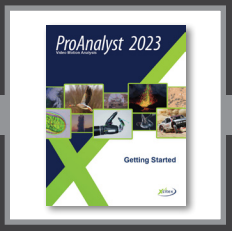
1. **Unboxing and getting started -** Learn what you have received in your shipment.
2. **Toolbox. Toolkits. Tools. What you purchased -** A list of toolkits licensed in your software.
3. **Install and license your software**
4. **Navigate the *ProAnalyst 2023* workspace -** A summary of all the windows and their functions.
5. **Simplify: the 4 steps of video motion analysis**
6. **Software License Agreement**

Your *ProAnalyst 2023* shipment is one of the following:

For USB Workstation or USB Network Licenses...



Card with Key ID

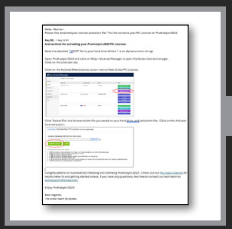


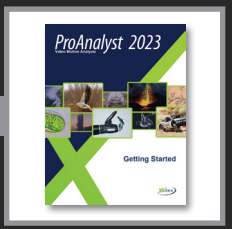
Getting Started Guide

USB License Key

Lanyard

For PC or Cloud Licenses...


Email with Key ID



Getting Started Guide

Toolbox. Toolkits. Tools. What you purchased

For more information about the tools available in *ProAnalyst 2023*, visit **www.xcitex.com**. After activating your *ProAnalyst 2023* license, you can view your licensed toolkits by clicking **Help→Licensed Toolkits**.

Toolbox:

Toolkits for image correction and calibration

☐	Standard Calibration	Simplified 2-D scale, origin, cartesian XY axes.
☐	Orthonormal Calibration	Advanced 2-D scale, origin, cartesian XY axes, rotated and tilted fields of view.
☐	Perspective Calibration	For 2-D fields of view where the camera axis is not perpendicular to the field of view.
☐	3-D Stereo Calibration	For calibrating pairs of videos from two cameras that recorded the same event. Set the scale, origin, axes, and positions of your cameras in a 3-D measurement volume.
☐	Look-Up Table (LUT)	Standard brightness, contrast, gamma, and exponential/log adjustments, invert the image, or convert it to grayscale.
☐	Image Processing	60+ advanced image processing filters, from arithmetic operations and binary thresholds, to edge detection and background removal, all with adjustable parameters.
☐	Image Stabilization	Remove unwanted shake and vibration from video. Ideal for airborne testing, frequency analysis, drop tests, and correcting hand-held jitter.

Toolkits for computation and data reduction

☐	Standard Data Graphing	Create a 2-axis graph of one motion data quantity against time. Choose from quantities created in other toolkits, like feature velocity, particle count, contour area, angle, etc. Save your graph playback as a bitmap sequence.
☐	Advanced Data Graphing	Create 2 and 3-axis graphs of multiple motion data quantities. Apply 40+ graph filters, perform a one-click FFT, import external data for comparison, and export motion data to text or Excel files.

Toolkits for data extraction

☐	Standard Feature Tracking	Automatically track one feature by defining and setting a feature template, or manually track up to three features by placing track points.
☐	Adaptive Feature Tracking	Track unlimited features of interest. Allows for feature rotation, interpolation through obstructions, and constructing stick models between features with distances and angles.
☐	Full Parametric Feature Tracking	Track unlimited features of interest. Search for special target types, adjust all advanced search parameters, and import tracking data from other toolkits to place Virtual Points in the video.
☐	3-D Stereoscopy	Combine two feature tracking data sets from the same event with a 3-D Stereo Calibration to produce 3-D motion data. Requires 2 cameras; ideal for tests with moderate 3-D movement. Contains Full Parametric Feature Tracking.
☐	3-D Multi-Camera Arena	Perform a weighted merge of multiple 3-D motion data sets to construct a 3-D model of an event. Requires 3 or more cameras.
☐	Constrained Edge Tracking	Track one or more edges along user-set channels with adjustable search types, channel widths, and thresholds.
☐	Particle Tracking	Track particles within a region of interest under user-set parameters, like min./max. area and particle color. Extract particle size, count, eccentricity, and average speed.
☐	Contour Tracking	Trace regions of similar intensity with user-set parameters and compute size, area, perimeter, center of gravity, and more.
☐	Cell Tracking	Track cell motion through veins and arteries in microscopic images. Compute cellular proximity to vascular walls, flow direction.
☐	Particle Image Velocimetry (PIV)	Track particle flow and compute a series of vectors for the velocity of the flow.
☐	Impact Excursion	Analyze the movement of a crash test dummy relative to restraints.

Toolkits for presentation

☐	Reports and Presentations	Add notes to your videos. Annotate with shapes and text. Export data, analysis, notes, and annotations to a multi-slide PowerPoint presentation or an HTML web page, or send them directly to a printer.

Install and license your software

Download and install

Download the software at the following link:

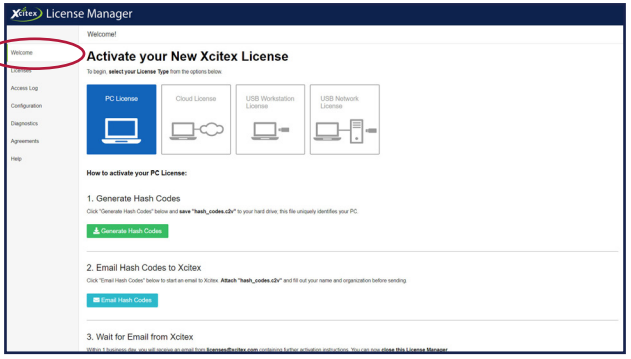
xcitex.com/download-proanalyst

Run the installer. Follow the on-screen instructions to install your new software.

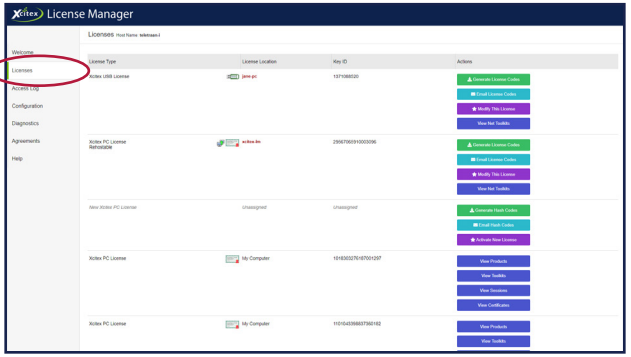
Access the Xcitex License Manager

Open *ProAnalyst 2023*. A dialog will prompt you to open the Xcitex License Manager (to access the Xcitex License Manager later on, click on **Help→License Manager** within *ProAnalyst 2023*).

Click on the **Welcome** tab and follow the instructions. Select your license type (PC, USB Workstation, USB Network, or Cloud) for details on how to activate your license.



Click on the **Licenses** tab. Once activated, all your software license(s) for *ProAnalyst* will be visible on this page.



Activate your license

You can find your license type on your ordering paperwork (i.e., packing list or invoice). After you activate your license, your license type will be displayed in the Xcitex License Manager.

PC License

Follow the instructions in the Xcitex License Manager to activate your license.

Cloud License

Follow the instructions in the Xcitex License Manager to connect your license to the cloud.

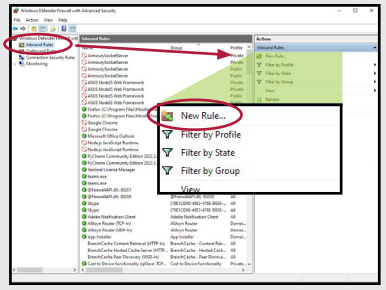
USB Workstation License

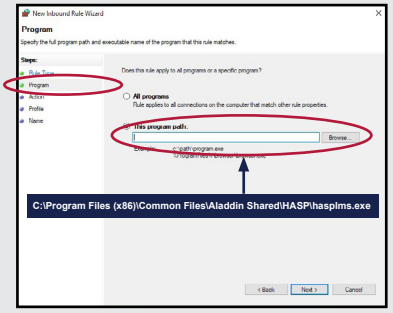
Plug and play. No activation required.

USB Network License

Plug and play. Follow the instructions in the Xcitex License Manager to activate and connect remote licenses.

Configuring your Windows firewall





If you purchased a USB Network License or Cloud License, you may need to configure your firewall to allow for *ProAnalyst* licensing. In the Windows Start menu, search for **Windows Defender Firewall with Advanced Security** and click to open.

Click **Inbound Rules** and then select **New Rule**… as shown above to open the New Inbound Rule Wizard.

For Rule Type, select **Program**.

For Program, select **This program path:** and enter the path in the green box below.

For Action, select **Allow the connection**.

For Profile, consult your IT department. For most users, this will be **Private** only.

For Name, give the rule a name and description. Click **Finish** to save and apply the rule.

C:\Program Files (x86)\Common Files\Aladdin Shared\HASP\hasplms.exe

Navigate the *ProAnalyst 2023* workspace

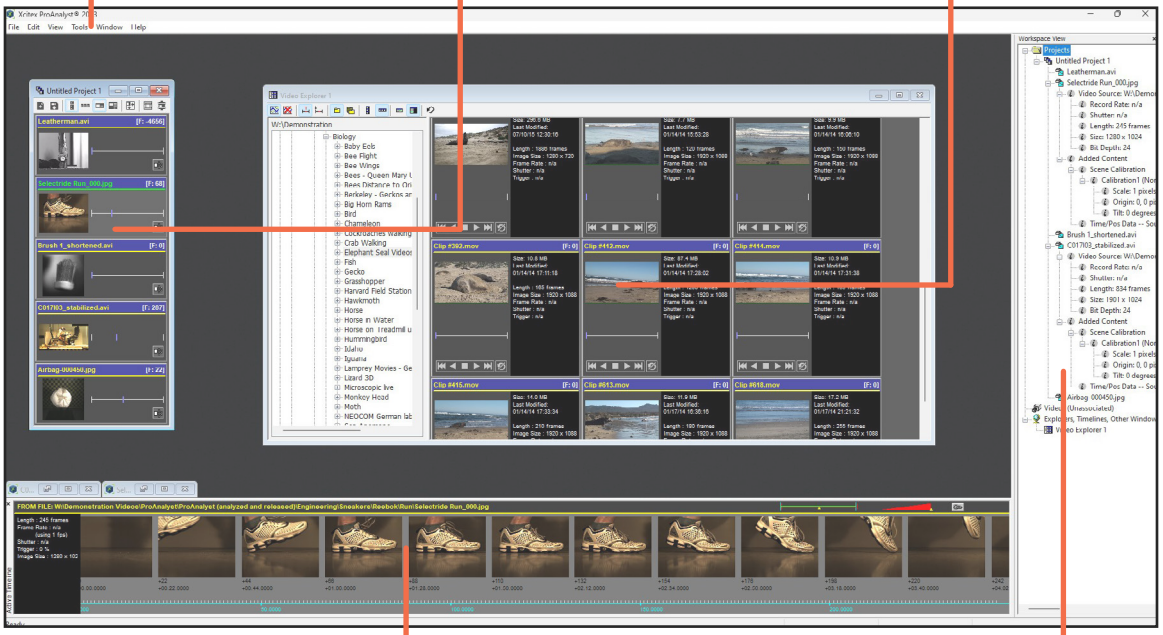
Main Program Window

The Main Program Window is the background workspace for all your *ProAnalyst 2023* activities. Start by creating a new project or opening an existing project for easy organization of your workflow. The various visibility panels can be turned on or off to maximize your workspace area.

Menu Bar: Create new project files or open existing ones. Access workspace views, tools, and online documentation. Manage licenses and check for updated software versions.

Project Window: The Project is an easy way to manage multiple videos and their associated calibration, analysis, synchronized data, and processing files.

Video Explorer Window: A convenient thumbnail player that shows all compatible videos and data files in a tree format.



Video Timeline Panel: A zoomable timeline composed of thumbnails that make finding, queueing, and synchronizing transient events easier.

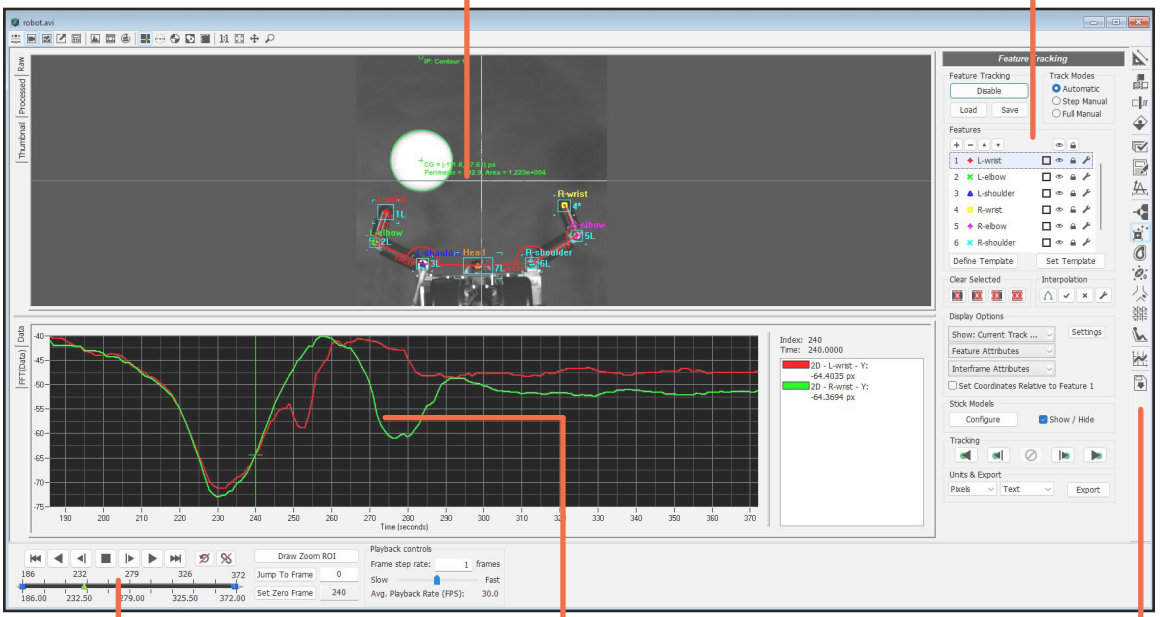
Workspace Panel: Lists all the open projects, videos, explorers, and timelines in either tree view or graphic view.

2-D Measurement Window

Most actions on videos are performed in Measurement Windows, which can be launched from explorers, project windows, and timelines. Users can also drag and drop videos into *ProAnalyst* from the Windows file explorer to create new Measurement Windows.

Video Pane: Zoomable, bounded, fit with scientific rulers. Interact with the video directly with right-click contextual menus. The tabs on the side switch views.

Control Panels: Access licensed tools through Control Panels, which can be toggled on/off.



Play Controller: A scientific play controller with stop action, slow motion, skip frame, jump and renumbering features.

Graph Pane: A simple XT graph that is synchronized with the video.

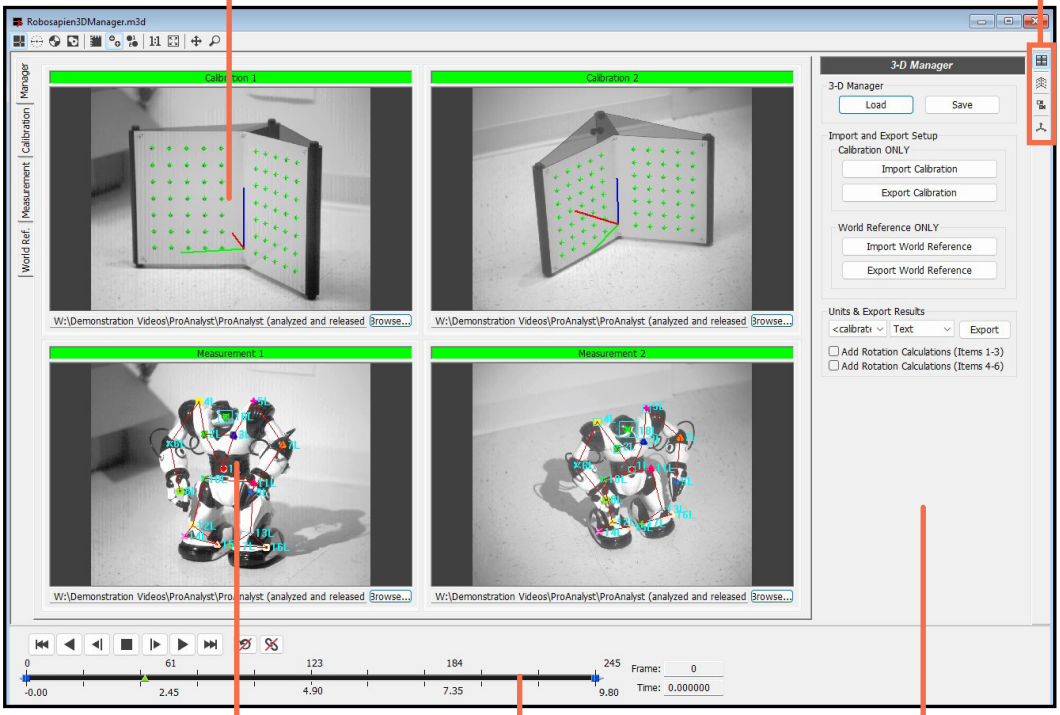
Control Panel Icons: Click on icons to launch control panels. Icons represent licensed toolkits.

3-D Manager Window

In *ProAnalyst 2023*, 3-D analysis is a combination of 2-D analyses and a 3-D calibration. The 3-D Manager Window provides easy tools for synchronizing all data required.

Calibration Fixture Images: Images of a 3-D calibration fixture captured by two cameras are used to calculate precise 3-D coordinates of points in the field of view.

Control Panel Icons: 3-D Manager, 3-D Calibration, 3-D Measurement, and 3-D World Reference.



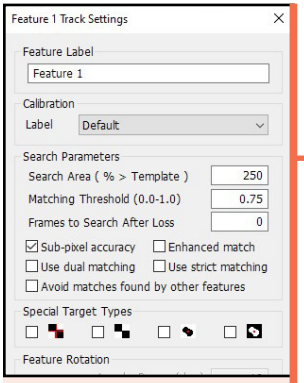
Analyzed Videos: These videos are analyzed using the 2-D analysis tools. The results are then combined with the camera calibration to produce 3-D coordinates for each point.

Control Panels: These panels feature tools for calibration, matching, coordinate systems and more.

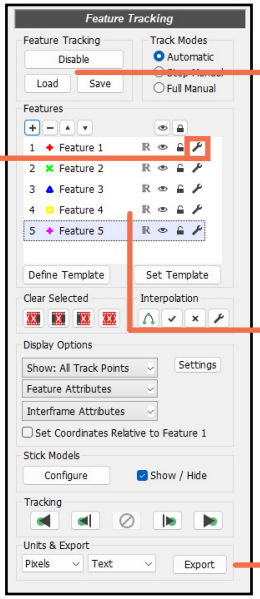
Play Controller: Plays both 3-D measurement videos synchronously.

Control Panels

Users can access licensed tools through Control Panels. Each panel contains tools from related toolkits. Standard formats help with easy navigation.



Wrench Icon: Opens the Settings dialog for each item in a control list. Adjust these settings to make tracking more precise.



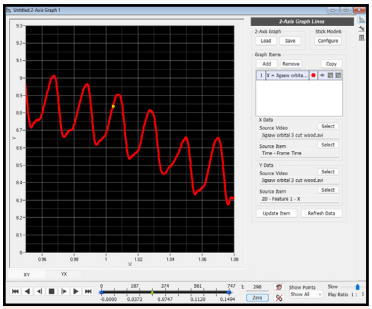
Enable/Disable and Load/Save: Turns the functions of the control panel on or off and allows saving and loading of individual assocated files.

Control List: Some control panels contain a list of tracked objects and their properties. For feature tracking, these objects are features.

Export: Export the *ProAnalyst* analysis results to a variety of formats.

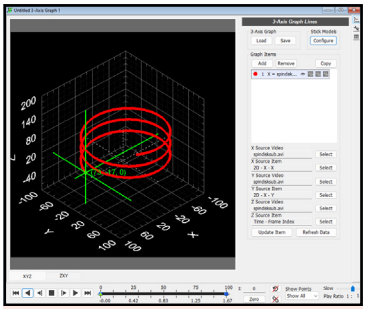
Data Windows

Ancillary windows provide access to custom graphing, virtual points, and image processing.



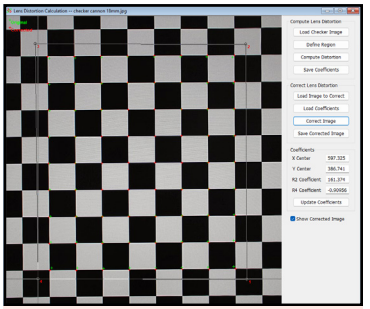
2-Axis Graph Window

Graph a pair of analyzed variables from any *ProAnalyst 2023* project, including time and frame number, against each other.



3-Axis Graph Window

Graph any 3 analyzed variables, including time and frame number, against each other in 3-D.



Lens Distortion Window

The Lens Distortion Calculator and associated image filter calculates and removes unwanted radial distortion from video images.

Simplify: the 4 steps of video motion analysis

The art of video motion analysis can be broken down into four simple steps. *ProAnalyst 2023* control panels are organized from top to bottom to roughly follow these steps.

1

Pre-processing

Image correction: Optimize video(s) for automatic tracking using the *ProAnalyst 2023* algorithms using image processing and filtering tools.

Calibration: Provide *ProAnalyst* with real-world information about the test and video, e.g., coordinate axes, scale, perspective angle, and camera positions.

2

Data Extraction

Extract data from videos using the various motion analysis tools in *ProAnalyst 2023*, such as feature tracking, constrained edge tracking, particle tracking, PIV vector analysis, contour tracking, particle counting and more. Track points, features, sizes, shapes and changes in full field conditions.

Create matrices of tracked and analyzed features and their positions.

3

Computation and Data Reduction

Once the motion data has been extracted from the objects or fields in the video, link these data points and create analytical representations of motion using stick models, contour models, particle models, or PIV models.

Compute distances, velocities, positions, movements, accelerations, trajectories, deformation, strain, and more.

4

Presentation

The end result of any analysis is presentation, whether in a report or a model.

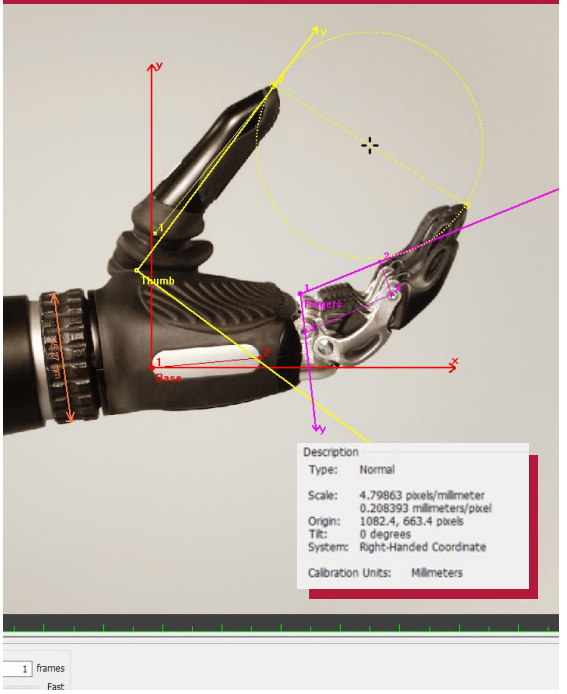
Export the computations and raw data sets into visually appealing formats, including graphs, data tables, and PowerPoint presentations.

Create analytical models for comparison to design data.

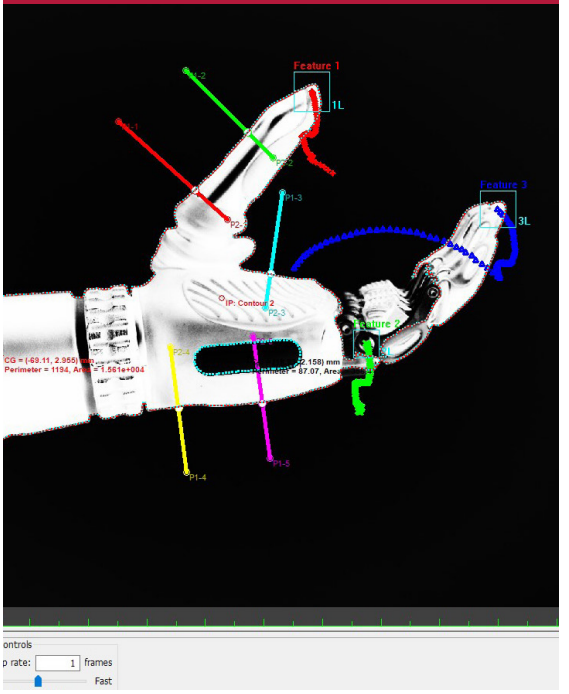
Annotate, overlay, and add data points.

Create temporal and spatial graphs of data.

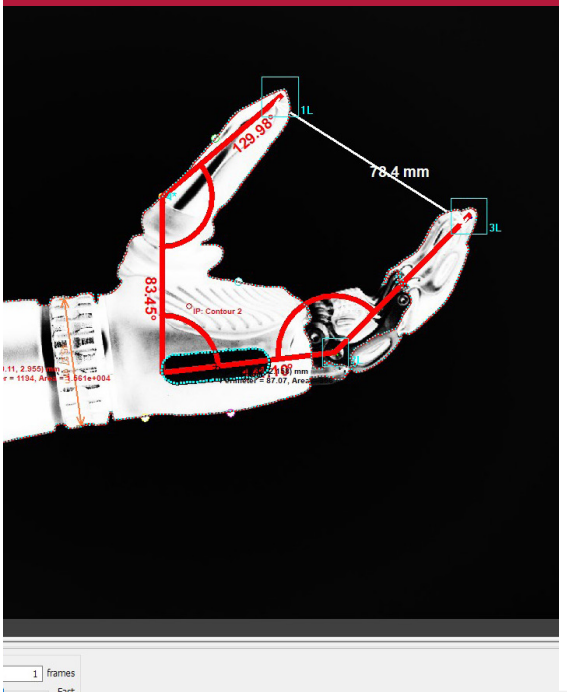
1 Pre-processing



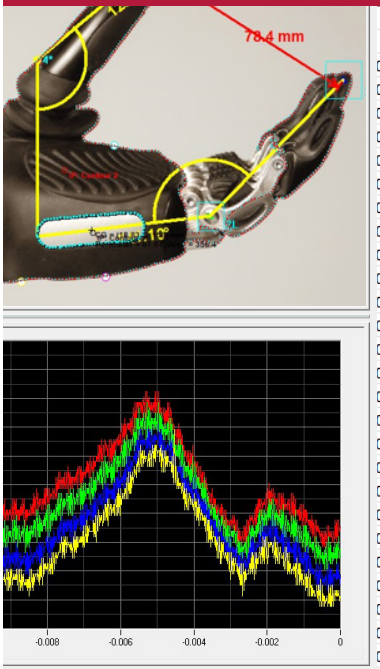
2 Data Extraction



3 Computation and Data Reduction



4 Presentation



	Feature 1 (Feature 1	
	x	y
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001	41.51182	96.86092
002	41.69938	96.69421
003	41.74106	96.67337
004	41.78273	96.56917
005	41.78273	96.36078
006	41.80357	96.11071
007	41.84525	95.8398
008	41.90777	95.52721
009	42.01197	95.11042
010	42.22036	94.52692
011	42.42875	94.04762
012	42.55379	93.46412
013	42.55379	92.67223
014	42.65798	91.94286
015	42.84554	91.13012
016	43.03309	90.27571
017	43.15813	89.40046
018	43.26232	88.62941
019	43.38736	87.90004
020	43.47072	87.14982
021	43.32484	86.46213
022	43.26232	85.75359
023	43.15813	85.17009
024	43.05393	84.66995
025	42.88722	84.16981
026	42.84554	83.6905

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To simplify the language in this Agreement:

- **Xcitex, us** and **we** means Xcitex Inc.;
- **You** and **Customer** means the person who has subscribed for the software license pursuant to the procedures specified by Xcitex; and
- **Parties** means Xcitex and Customer, collectively.

LICENSE TERMS AND CONDITIONS

In consideration of the mutual provisions contained herein, the Parties agree as follows:

1. **Definitions**. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them below:

1.1. **Authorized User** means one of your employees and no other person except as otherwise authorized in writing by us.

1.2. **Default Notice** has the meaning set forth in Section 11.2.

1.3. **Documentation** means the instructions, manuals, and diagrams pertaining to the Software, in electronic or printed form, as made generally available from time to time by Xcitex.

1.4. **Concurrent User(s)** means the total number of copies of the Software that are executing and operating simultaneously at any given time.

1.5. **Cure Period** means fifteen (15) days (five (5) days if the breach is a payment default) following receipt of a Default Notice. An Evaluation License shall have no cure period and shall be terminable upon delivery of a Default Notice only.

1.6. **Evaluation License** has the meaning set forth in Section 2.1.

1.7. **Invoice** means Xcitex's invoice for the Software and related services, if any, including but not limited to an invoice for a renewal. Credit payments (i.e. credit cards, cryptocurrency payments, etc.) are considered Invoice payments.

1.8. **Locked Work Station License** means, as more particularly described herein, a license to the Software limited to one Work Station for use by one Concurrent User that is not transferable to any other Work Station.

1.9. **Network License** means, as more particularly described herein, a license to the Software loaded on to one specified server for use by a specified number of Concurrent Users at Work Stations.

1.10. **Standard License** means a Network License, Locked Work Station License or Work Station License.

1.11. **Software** means the software programs specified on the Order Form(s) as the same may be updated and upgraded from time to time.

1.12. **Work Station** means a computer work station located at your facility unless otherwise agreed to in writing by Xcitex.

1.13. **Work Station License** means, as more particularly described herein, a license to the Software that may be transferred to multiple Work Stations but that will only work at one Work Station at time. Work Station Licenses are purchased by number of Concurrent Users.

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2.1. **License Grant**. Subject to the provisions of this Agreement, Xcitex hereby grants to you a royalty-free, non-exclusive, non-transferable license (''Evaluation License'') to (i) install and use the Software (in object code only) solely in accordance with the Documentation for internal evaluation purposes only to determine its suitability for use in connection with your business and (ii) use the Documentation in connection with the operation of the Software. No other use of the Software or Documentation is permitted hereunder.

2.2. **Type of License**. The Evaluation License is for one Concurrent User on one work Station (i.e., non-transferrable to other Work Stations).

2.3. **Term of License**. You may use the Software for a term commencing on the date of download and ending on the 7th day thereafter. On and after such 7th day you shall discontinue all use of the Software.

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3.1. **License Grant**. Subject to the provisions of this Agreement and the timely payment of the license fees specified on the Invoice, Xcitex hereby grants to you a personal, non-exclusive, non-transferable license ("Standard License") to (i) install and use the Software (in object code only) solely in accordance with the Documentation for your internal business purposes only and (ii) to use the Documentation to operate the Software. No other use of the Software or Documentation is permitted hereunder.

3.2. **Term of License**. The term of each Standard License will commence on the date you unlock the Software or the date upon which you receive an Invoice, whichever occurs sooner, and will continue thereafter, unless sooner terminated in accordance with the terms set forth herein, for the period of time set forth in the software order form.

3.3. **Concurrent Users**. The Standard Licenses are for the number of Concurrent Users set forth on the software order form(s).

3.4. **Payment**. In consideration for a Standard License(s) and related services, if any, you shall pay to Xcitex the fees under the payment terms set forth on each Invoice.

3.5. **Effect of Expiration of License**. Upon expiration or termination of the license, you shall discontinue all use of the Software.

4. **Restrictions on Use of Software**. Notwithstanding anything contained herein to the contrary, you shall not directly or indirectly:

(a) Integrate the Software into any other products or materials;
(b) Use the Software to run a service bureau, time sharing service or software-as-service offering;
(c) Prepare, develop, make or have made, sell or otherwise distribute any derivative works based upon the Software;
(d) Decompile, disassemble, merge, translate, modify, analyze or reverse engineer any portions of the Software;
(e) Make back-up copies of the Software except for one (1) archival copy for your records on which you must reproduce all of Xcitex's and its suppliers' proprietary legends and notices;
(f) Remove any copyright, trademark, proprietary rights notice, disclaimer or warning notice on or embedded in any part of the Software;
(g) Grant any sublicenses regarding the Software which includes granting access to the Software to any affiliated entity and its personnel; or
(h) Disclose, transfer or otherwise make available the Software to anyone other than an Authorized User or through any means other than a Work Station on the same physical network (as defined by IP address) as the Work Station that contains the license.
(i) Access the Software via a virtual personal network (VPN), except if the software is a Network License.
(j) Export or re-export the Software in violation of applicable laws, regulations, executive orders and the like.

5. **Rights Reserved**. Notwithstanding anything to the contrary contained herein, all rights not specifically granted in this Agreement to you shall be reserved and remain always with Xcitex.

6. **Support**. With respect to Standard Licenses, Xcitex will provide web and email support for the Software on a reasonable effort basis during normal Xcitex business hours. Consulting and other real-time support will be available at Xcitex's standard applicable billing rates.

7. **Other Agreements of Customer**.

7.1. **Use Restrictions**. You will not to use the Software in excess of the limits stated in this Agreement. You will not disable or evade any mechanism in the Software designed to limit the number of Concurrent Users, how the Software is used or where it is used.

7.2. **Monitoring Usage**. Xcitex may use technical means to monitor the compliance with this Agreement and usage of the Software, and you will cooperate in Xcitex's using such technical means.

8. Intellectual Property Rights.

8.1 **Intellectual Property**. Title to the Software shall always remain with Xcitex, and you shall not acquire any interest therein except the limited right to use the same pursuant to this Agreement. The Parties agree that Xcitex shall solely own and have exclusive worldwide right, title and interest in and to the Software, and to all modifications, enhancements and derivative works thereof, and in all United States and worldwide trademarks, service marks, trade dress, logos, copyrights, rights of authorship, inventions, patents, rights of inventorship, rights of publicity, privacy and defamation, trade secrets, rights under unfair competition and unfair trade practices laws, and all other intellectual and industrial property rights related thereto (collectively "**Intellectual Property Rights**"). You shall not challenge, contest or otherwise impair Xcitex's ownership of the Software or the validity or enforceability of Xcitex's Intellectual Property Rights related thereto.

8.2 **Copyright, restricted use**. This Software is the property of iX Cameras or its suppliers and protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material. Notice to U.S. Government End Users: The Software and Documentation are "Commercial Items", as that term is defined at 48 C.F.R 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-3, Rights in Computer Software and Computer Software Documentation, and by subparagraphs (c) (1) and (c)(2) of the Commercial Computer Software - Restricted Rights at 48 CFR.52.227-19, as applicable. Consistent with the aforementioned sections, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

9. Warranty; Warranty Disclaimers.

9.1. **Evaluation License: AS IS**. If you have an Evaluation License only, you agree that you are licensing the Software "AS IS'' without any warranty of any kind from Xcitex.

9.2. **Standard License; Limited Warranty**. If you have a Standard License, Xcitex represents and warrants that the Software will perform in compliance with the Documentation in all material respects for a period of 180 days following the commencement date of such license (the "Warranty Period"). In the event that you provide written notice of a material defect during the Warranty Period, Xcitex's sole obligations under this warranty (and your sole and exclusive remedies) are, at Xcitex's option (1) to use reasonable efforts to correct such defect or (2) to refund the license fee paid for the Software. The warranties set forth in this Section 9.2 shall not apply to corrections or remedies for any issues arising from (i) misuse, neglect, accident or exposure to environmental conditions beyond those specified by us in the Documentation, (ii) use of the Software in combination with other equipment or software not provided or recommended in writing by us (iii) the acts or omissions of third parties, (iv) any modification to the Software made by you or any other third party, (iv) your failure to install bug fixes, enhancements or releases within a commercially reasonable period of time after such bug fixes, enhancement or releases are made available; or (vi) use of the Software other than in the manner specified in the Documentation.

9.3. **Disclaimers**. EXCEPT AS SET FORTH IN SECTION 9.2 ABOVE, XCITEX EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE SOFTWARE AND/OR ANY SERVICES PROVIDED BY XCITEX TO YOU, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INDEMNIFICATION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR BASED ON COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE. THE EXPRESS WARRANTY SET FORTH IN SECTION 9.2 ABOVE SHALL NOT BE ENLARGED OR OTHERWISE AFFECTED BY OUR RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE SOFTWARE. XCITEX SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF, OR OUTPUT OBTAINED FROM THE SOFTWARE NOR ANY LIABILITY TO ANY PARTY ARISING OUT OF USE OF THE SOFTWARE OR USE OF ITEMS DESIGNED WITH THE SOFTWARE. THE SOFTWARE IS NOT DESIGNED WITH COMPONENTS AND TESTING INTENDED TO ENSURE A LEVEL OF RELIABILITY SUITABLE FOR USE IN LIFE THREATENING TREATMENT AND DIAGNOSIS OF HUMANS AND XCITEX HEREBY EXPRESSLY WAIVES ANY WARRANTIES WITH RESPECT TO THE USE OF THE OF THE SOFTWARE FOR SUCH PURPOSE.

10. Limitations on Liability and Damages.

10.1. **Evaluation License Terms**. If you have an Evaluation License only, Xcitex shall not be liable for any damages whatsoever including but not limited to actual, indirect, special, incidental, consequential or exemplary damages, even if warned of the possibility of such damages, that are in any way arising from or related to Software, services provided in connection with the Software or this Agreement.

10.2. **Standard License Terms**. If you have a Standard License, (i) Xcitex shall not be liable for any indirect, special, incidental, consequential or exemplary damages, even if warned of the possibility of such damages, that are in any way arising from or related to the Software, any services provided in connection with the Software or this Agreement and (ii) Xcitex's aggregate liability to you for any and all claims in any way arising from or related to the Software, any services provided in connection with the Software or this Agreement will not exceed the total of all license payments made to Xcitex during the previous twelve (12) month period.

11. Termination.

11.1. **Notice and Cure**. Either Party may terminate this Agreement immediately by a written notice (a "Default Notice") if such Party commits any material breach of this Agreement; provided, that if such breach is capable of cure, such Party shall have the term of the Cure Period to cure such breach to the non-breaching Party's reasonable satisfaction. If such breach is not cured prior to the expiration of the Cure Period, the non-breaching Party may terminate this Agreement immediately by written notice.

11.2. **License Termination**. Upon the expiration or termination of this Agreement for any reason, all licenses hereunder shall immediately terminate and you shall immediately discontinue all further use of the Software.

11.3. Notwithstanding anything to the contrary set forth herein, Sections 1, 8, 9, 10, 11.2, 11.3 and 12-22 (except for Section 14) of this Agreement and any other provisions that by their terms survive termination, and any remedies for the breach thereof, shall survive the termination of this Agreement under the terms hereof. Termination of this Agreement shall not relieve or release either party from any rights, liabilities or obligations which it has accrued prior to the effective date of such termination.

12. Authority. The person executing this Agreement on your behalf has the authority to bind you to all the provisions of this Agreement.

13. **Force Majeure Event**. Xcitex will not be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other cause beyond the control of Xcitex (a "Force Majeure Event"). In the event of such a Force Majeure Event, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure Event but not in excess of sixty (60) days. If a Force Majeure Event delay exceeds sixty (60) days, you may terminate this Agreement without fault.

14. **Independent Contractors**. In all matters relating to this Agreement, the Parties are independent contractors. The relationship between the Parties is that of licensor/licensee. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, or in any other capacity.

15. **Governing Law**. This Agreement, and all matters arising out of or relating to this Agreement, will be governed by the laws of the Commonwealth of Massachusetts, USA. This Agreement is not governed by the U.N. Convention on Contracts for the International Sale of Goods. The Parties agree to the exclusive jurisdiction and venue of the courts located in Boston, Massachusetts with regard to any dispute relating to this Agreement or its subject matter.

16. **Export Restrictions**. Licensee agrees that it will not export or re-export any Licensed Software in violation of any applicable laws, regulations, executive order and the like.

17. **Specific Performance**. The Parties agree that in case of a breach of the provisions of this Agreement relating to intellectual property rights or in case of the unlicensed use or exploitation of the Software, a remedy at law will not be adequate for the non-breaching Party's protection, and accordingly the non-breaching Party will have the right to seek, in addition to any other relief and remedies available to it, preliminary and final injunctive relief to enforce the provisions of this Agreement.

18. **Notices**. All notices shall be in writing and given personally or by prepaid certified mail, return receipt requested, or sent by internationally-recognized overnight courier, personal delivery service or facsimile transmission addressed to the Parties hereunder at the addresses set forth either on the cover page of this Agreement in the case of Xcitex or in the records of Xcitex, in the case of the Customer.

19. **Assignment**. You may not assign any rights or obligations under this Agreement without prior written consent of Xcitex which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

20. **Severability**. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

21. **Waiver**. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

22. **Interpretation**. This Agreement shall be construed without presumption of any rule requiring construction to be made against the party causing it to be drafted.

Resources:

ProAnalyst 2023 webpage
xcitex.com/proanalyst

Xcitex Support Center
xcitex.com/support
Contains help files, how-to videos, and tutorials

Xcitex YouTube channel
youtube.com/@xcitex
Contains getting started tutorials, how-to videos, and case studies

Technical Support Email
techsupport@xcitex.com

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