

Narda Safety Test Solutions GmbH Software License Agreement

By installing, copying or otherwise using the Software, Licensee agrees to be bound by the terms and conditions set forth in this end user license agreement (EULA). If Licensee does not agree to the terms and conditions set forth in this EULA, then Licensee must not download, install or use the software.

This Software License Agreement is issued by Narda Safety Test Solutions GmbH. Possession of a license entitles the user to use the software within the following provisions:

1. Narda Safety Test Solutions GmbH reserves all rights (including IP rights) in relation to the Software and Materials that are not expressly granted to the Licensee in this Software License Agreement. Without limiting the foregoing, unless he received prior written approval from Narda Safety Test Solutions GmbH, the Licensee must not:
 - a. Copy, modify, vary, improve or adapt the Software or Materials, except as expressly authorized by Narda Safety Test Solutions GmbH and, if authorized, then only to the extent required for the approved purposes; or
 - b. Reverse engineer, disassemble, decompile or otherwise reduce the Software into any human-readable form, except to the extent required by any applicable law for interoperability for the approved purposes; or
 - c. Sub-license, sell, distribute, publish, transmit, or otherwise make available to any third party any part of the Software; or
 - d. Permit or allow any person access (directly or indirectly) to the Software and / or Materials, except the Licensee's employees or those persons expressly authorized to use the Software by the Licensor; or
 - e. Make the Software and / or Materials available over the Internet or similar networking technology, or use the Software and / or Materials for hire or rental, timesharing, service bureau or any other purpose whereby a third party may use, have access to, or derive benefit from the use of the Software and / or Materials.
2. Narda Safety Test Solutions GmbH owns all improvements and modifications made pursuant to the Licensee's use (whether authorized or not) of the Software and Materials, and all intellectual property in relation thereto. The Licensee hereby assigns any and all such rights to Narda Safety Test Solutions GmbH and unconditionally undertake to inform Narda Safety Test Solutions GmbH immediately upon any such rights arising.
3. The Licensee must provide a copy of this Software License Agreement, and must explain its effect, to all of the Licensee's employees, contractors, and authorized users who have or may have access to or use of the data carrier, Software and / or Materials. The Licensee must ensure that each such employee and contractor complies with this Software License Agreement.
4. The Licensee may install the Software on a second stand-alone computer, if and only if only one of the two stand-alone computers is used at any given time.
5. Warranty and Liability.
 - 5.1. The local authorized sales partner as an official Narda Safety Test Solutions GmbH representative warrants that the media (any data carrier) containing the Software is free from defects in manufacture for a period of 90 days after it has dispatched it to the Licensee. The local authorized sales partner will replace the media at no charge if the Licensee notifies the local authorized sales partner in writing of the manufacturing defect and returns the defective media within 90 days from the date the local authorized sales partner dispatches it. The risk of loss of, and title in, the media (data carrier) passes to the Licensee upon its receipt.
 - 5.2. Clause 5.1 does not apply to the Software. In relation to the Software, the Licensee expressly acknowledges and agrees that the Software is supplied "as is" and that the local authorized sales partner or Narda Safety Test Solutions GmbH does not in any way warrant or represent that:
 - a. It is error-free, of merchantable quality or any particular quality, fit for any particular purpose, its operation will be uninterrupted, or it will perform to any particular standard;
 - b. Any data, information, or result generated by it or with its use will be accurate or suitable for any particular purpose; or
 - c. Its use, or use of any Materials, will not infringe any third party intellectual property right.

- 5.3. The Licensee agrees to use the Software, and any data, information, or result generated by or with the use of the Software, entirely at his own risk, including assuming the entire risk as to the performance of the Software. The Licensee indemnifies both the local authorized sales partner and Narda Safety Test Solutions GmbH against any loss, damage, costs and expenses (including legal costs) that any of them may incur as a result of:
- Use of the Software and / or Materials by the Licensee, any Authorized Employee, or any other person who the Licensee or any Authorized Employee allows (directly or indirectly) to access the Software and / or Materials (whether or not such access is authorized under this Software License Agreement), including any infringement of any third party right through such use;
 - A breach of this Software License Agreement by the Licensee or any Authorized Employee; or
 - Any negligent act or omission by the Licensee, any Authorized Employee, or any of the Licensee's other employees, contractors or agents.
- 5.4. The liability of Narda Safety Test Solutions GmbH for indirect consequential damages and any indemnity, additional costs etc. is limited.

The limitation of liability does not include damages:

- Of life, the body, or health resulting from, at least, a negligent breach of duty;
- Resulting from the product safety / liability law.
- Resulting from, at least, a gross negligent breach of duty by Narda or its explicit agent.

Furthermore, the limitation of liability is not valid for damages resulting from, at least, a gross negligent breach of the fundamental duties of this Agreement.

6. Export Control

The Software, including technical data /cryptographic software, may be subject to, German, European Union and U.S. export controls and may be subject to import or export controls in other countries. The Licensee agrees to strictly comply with all applicable import and export regulations. He specifically agrees, that he must not disclose or otherwise export or re-export the Licensed Software or any part thereof delivered under this EULA to any country (including a national or resident of such country) without a valid export or import license.

Please be aware that the Software may contain US-Content, therefor the Licensee represent and warrant that he is not a citizen of, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, North Korea) and that he is not otherwise prohibited under the Export Laws from receiving the Software. All rights to Use the Software are granted on condition that such rights are forfeited if the Licensee fails to comply with the terms of this Agreement.

7. Severability

Should any provision of this Agreement be or become invalid, ineffective or unenforceable, the remaining provisions of this Agreement shall be valid. The parties agree to replace the invalid, ineffective or unenforceable provision by a valid, effective and enforceable provision which best meets the commercial intention of the parties. The same shall apply in case of omissions.

8. Applicable Law and Place of Jurisdiction

- This Agreement shall be constituted under the law of Germany. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.
- The Place of Jurisdiction for any dispute between the Parties shall be Tuebingen (Germany).