Published by

ROHDE & SCHWARZ GmbH & Co. KG

Mühldorfstraße 15, 81671 München, Germany

Phone:	+49 89 41 29 - 0
Fax:	+49 89 41 29 12 164
e-Mail:	info@rohde-schwarz.com
	CustomerSupport@rohde-schwarz.com
Internet:	http://www.rohde-schwarz.com

Represented by the Executive Board: Friedrich Schwarz (President & CEO), Michael Vohrer (President & COO), Manfred Fleischmann (President & COO), Christian Leicher (President & COO)

Commercial Register (of Amtsgericht München) No. HRA 16 270 Personally Liable Partner: RUSEG Verwaltungs-GmbH · Place of Business: München · Commercial Register (of Amtsgericht München) No. HRB 7 534 VAT Registration No. DE 130 256 683

LEGAL NOTICE: PLEASE READ THESE TERMS AND CONDITIONS BEFORE INSTALLING OR OTHERWISE USING THE SOFTWARE. ALL USE OF THE SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. "SOFTWARE" INCLUDES THE SOFTWARE ITSELF, ANY WHOLE OR PARTIAL COPIES, AND ANY ACCOMPANYING INSTRUCTIONS, DOCUMENTATION, TECHNICAL DATA, IMAGES, RECORDINGS AND OTHER RELATED MATERIALS.

TO INSTALL THE SOFTWARE, THE USER MUST FIRST AGREE TO THE FOLLOWING TERMS AND CONDITIONS BY CLICKING ON THE "I AGREE BUTTON" AND CLICKING "NEXT". IF THE USER DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, CLICK ON THE "I DO NOT AGREE" BUTTON BELOW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE, INSTALLING OR OTHERWISE USING ANY OF THE SOFTWARE INDICATES THE USER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Terms and Conditions of Use

The User shall be entitled to view and download the information, Software including enhancements and documentations if any (hereinafter referred to as "Software".). The use of the Software shall be free of charge. The User shall not be entitled to change, modify or alter the Software, unless the right to do so is expressly stipulated in the Software. The right to use the Software requires the prior acceptance of these Terms and Conditions (hereinafter referred to as "Terms and Conditions").

Grant of License

Rohde & Schwarz GmbH & Co. KG (R&S) is willing to provide the User with a limited, non-exclusive right to use the Software.

Restrictions

The User may not decompile, disassemble, reverse engineer, adapt, or create derivative works of the Software.

R&S offers limited support for the Software at its sole discretion and reserves the right to update the contents of the program and its associated files, documentation and/or other elements.

Copyright

The Software is owned by R&S and is protected by copyright laws and international treaty provisions. Therefore, the User must treat the Software like any other copyrighted material. The User may not copy the written materials accompanying the Software.

The User may make copies or adaptations of the Software only for archival purposes or only when copying or adaptation is an essential step in the authorized use of the Software. The User must reproduce all copyright notices in the original Software on all permitted copies or adaptations. Except as provided here, the User may not copy, modify or translate the Software or disable any of its features. The User may not copy the Software onto any public or distributed network or service bureau. In addition, the User may not lease, rent or sublicense the R&S without R&S's prior written consent.

Exclusion of Warranty

The Software shall be made available to the User free of charge and without any warranty ("AS IS"). R&S shall in particular not give any warranty for the Software being correct and complete or suitable for a specific purpose. In addition, R&S shall not warrant the Software to be free from third-party rights. Those third parties may protect their rights in the event of any violation of these Terms and Conditions.

Liability

R&S shall only be liable in case of intent or gross negligence. This limitation shall not apply in case of injuries of life, body or health.

Consequential Damages

IN NO EVENT SHALL R&S, ITS EMPLOYEES OR SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR FOR ANY INDIRECT, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF R&S OR ITS EMPLOYEES OR SUPPLIERS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES/STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, R&S, ITS EMPLOYEES OR LICENSORS OR AFFILIATES' LIABILITY SHALL BE LIMITED TO € 500.

Termination

R&S may terminate the Terms and Conditions upon notice for failure to comply with any of these Terms and Conditions. Upon termination, the User must immediately destroy the Software, together with all copies, adaptations and merged portions in any form.

Miscellaneous

If any provision of these Terms and Conditions are held invalid, the offending clause will be modified so as to be enforceable and, as modified, shall be fully enforced, and the remainder of these Terms and Conditions will continue in full force and effect. Product and company names used herein are trademarks or trade names of their respective companies.

Applicable Law / Jurisdiction

These Terms and Conditions shall be governed and construed exclusively by German law. The competent courts of Munich shall have jurisdiction in so far as permitted by law.

COPYRIGHT © 2002, 2005 Rohde & Schwarz GmbH & Co. KG. All Rights Reserved.