

### Orolia SA

Parc Technopolis, Bât. Gamma 3 Avenue du Canada 91974 Les Ulis, Cedex France Tél: +33 (0) 1 64 53 39 80 Fax: +33 (0) 1 64 53 39 81 www.spectracom.fr

Spectracom, a business of The Orolia Group, offers this End-User License Agreement (EULA) for TimeView Software. PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING THE SOFTWARE. Spectracom's EULA is a legal agreement between you (either an individual or a single entity) and Spectracom and its affiliates ("Spectracom") for TimeView software product, which may include associated software, components, media, printed materials, and online or electronic documentation ("SOFTWARE PRODUCT"). This software may be installed on ONE computer only. You will need to obtain additional licenses from Spectracom or its affiliate if you wish to install this software on more than one computer.

By installing, copying or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

This SOFTWARE PRODUCT is licensed, not sold.

## **INSTALLATION AND USAGE**

Spectracom grants you the right to install and use TimeView on **one computer only** to acquire data from a connected Pendulum CNT-8x or CNT-9x series Frequency Counter produced by Spectracom. You may not translate, modify, adapt, reverse engineer, disassemble, decompile, or in any other way use the software in part or in whole for other work than for what it is intended. You may not sell, sub-license, rent, or lease the program or any portion thereof. Unauthorized copying of the SOFTWARE PRODUCT or failure to comply with the above restrictions will result in automatic termination of this Agreement and will constitute immediate, irreparable harm to Spectracom for which monetary damages would be an inadequate remedy, in which case injunctive relief will be an appropriate remedy for such breach.

### **BACKUP**

You may make one copy of the installation files for backup and archive purposes.

## **TRANSFER**

You may not transfer the software and license to another person. You may not rent, lease, lend sublicense, assign or transfer the license or SOFTWARE PRODUCT.

### SUPPORT SERVICES

Spectracom may provide you with support services related to the SOFTWARE PRODUCT. Any supplemental software code provided to you as part of these services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA.

## **VALIDITY**

This EULA is in effect unless terminated or rejected. This EULA will be terminated if you fail to comply with any of its terms and conditions. Upon termination of the EULA, all copies of the software must be destroyed.



# **PROPRIETARY RIGHTS**

All intellectual property rights in the SOFTWARE PRODUCT and user documentation are owned by Spectracom and are protected by law, including but not limited to United States copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. The structure, organization and code of the SOFTWARE PRODUCT are the valuable trade secrets and confidential information of Spectracom. You shall not remove any product identification, copyright notices or proprietary restrictions from the SOFTWARE PRODUCT.

# **CONSENT TO USE OF DATA**

You agree that Spectracom may collect and use technical information you provide in relation to support services related to the SOFTWARE PRODUCT. Spectracom agrees not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

### WARRANTY

The seller guarantees that the installation media are free from physical defects, and that the reproduction of the software is complete. This guarantee is valid for 90 (ninety) days from the date of delivery. If the software package fails to fulfill this guarantee, you will receive another installation software package or will be able to download installation files from Spectracom web resources containing the same software, free of charge, when you return the faulty software package with a description of the fault.

The above limited guarantee is the only guarantee given and it replaces any other expressed, implied, statuary or other warranty.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPECTRACOM AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SPECTRACOM OR A SPECTRACOM AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety. IN NO EVENT DOES SPECTRACOM PROVIDE ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE, AND SPECTRACOM DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF.

### LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPECTRACOM OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, FOR LOSS OF OR DAMAGE TO DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA), EVEN IF SPECTRACOM OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some



states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

# **COMPLIANCE WITH EXPORT LAWS**

You shall comply with all laws and regulations of the United States, the European Union and other countries to ensure that the SOFTWARE PRODUCT is not exported, directly or indirectly, in violation of Export Laws, or used for any purpose prohibited by U.S. or EU Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

## **APPLICABLE LAW**

This EULA is governed by the laws of France exclusive of conflict of law provisions. The parties hereby agree that this Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods.

# **ENTIRE AGREEMENT**

This EULA (including any addendum or amendment to this EULA which is included with the Spectracom Product) is the entire agreement between you and Spectracom relating to the SOFTWARE PRODUCT and it supersedes all prior proposal, representation or understanding between the parties. To the extent the terms of any Spectracom policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. In the event of a conflict between the English and any non-English versions of this EULA, the English version shall govern. If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provision of the EULA will remain in force and effect.

Copyright© 2012 Orolia USA, Inc.

