

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THE SOFTWARE AND THE ASSOCIATED HARDWARE. ELPROTRONIC INC. AND/OR ITS SUBSIDIARIES (“ELPROTRONIC”) IS WILLING TO LICENSE THE SOFTWARE TO YOU AS AN INDIVIDUAL, THE COMPANY, OR LEGAL ENTITY THAT WILL BE USING THE SOFTWARE (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU AGREE TO ALL TERMS OF THIS LICENSE AGREEMENT. THIS IS A LEGAL AND ENFORCABLE CONTRACT BETWEEN YOU AND ELPROTRONIC. BY OPENING THIS PACKAGE, BREAKING THE SEAL, CLICKING “I AGREE” BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE SOFTWARE YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK ON THE “I DO NOT AGREE” BUTTON OR OTHERWISE INDICATE REFUSAL, MAKE NO FURTHER USE OF THE FULL PRODUCT AND RETURN IT WITH THE PROOF OF PURCHASE TO THE DEALER FROM WHOM IT WAS ACQUIRED WITHIN THIRTY (30) DAYS OF PURCHASE AND YOUR MONEY WILL BE REFUNDED.

1. License.

The software, firmware and related documentation (collectively the “Product”) is the property of Elprotronic or its licensors and is protected by copyright law. While Elprotronic continues to own the Product, You will have certain rights to use the Product after Your acceptance of this license. This license governs any releases, revisions, or enhancements to the Product that Elprotronic may furnish to You. Your rights and obligations with respect to the use of this Product are as follows:

YOU MAY:

- A. use this Product on many computers;
- B. make one copy of the software for archival purposes, or copy the software onto the hard disk of Your computer and retain the original for archival purposes;
- C. use the software on a network

YOU MAY NOT:

- A. sublicense, reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the Source Code of the Product; or create derivative works from the Product;
- B. redistribute, in whole or in part, any part of the software component of this Product;
- C. use this software with a programming adapter (hardware) that is not a product of Elprotronic Inc.

2. Copyright

All rights, title, and copyrights in and to the Product and any copies of the Product are owned by Elprotronic. The Product is protected by copyright laws and international treaty provisions. Therefore, you must treat the Product like any other copyrighted material.

3. Limitation of liability.

In no event shall Elprotronic be liable to you for any loss of use, interruption of business, or any direct, indirect, special, incidental or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), strict product

liability or otherwise, even if Elprotronic has been advised of the possibility of such damages.

4. DISCLAIMER OF WARRANTIES.

You agree that Elprotronic has made no express warranties to You regarding the software, hardware, firmware and related documentation. The software, hardware, firmware and related documentation being provided to You "AS IS" without warranty or support of any kind. Elprotronic disclaims all warranties with regard to the software and hardware, express or implied, including, without limitation, any implied warranties of fitness for a particular purpose, merchantability, merchantable quality or noninfringement of third-party rights.