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A. "ACUTRONIC" is defined to be ACUTRONIC USA, Inc. and/or ACUTRONIC Switzerland Ltd. and their officers, directors, partners, employees, agents, representatives and all others acting on their behalf.

B. "HARDWARE" is defined as the instruments, machines, computers or other equipment, including all components of any of the foregoing, together with all associated documentation, supplied by ACUTRONIC.

C. "SOFTWARE" is defined as the programs, procedures, rules or other data that are stored in read/write memory and that pertain to the operation of any HARDWARE, together with all associated documentation, supplied by ACUTRONIC.

D. "FIRMWARE" is defined as the programs, procedures, rules or other data that are stored in read-only memory and that pertain to the operation of any HARDWARE, together with all associated documentation, supplied by ACUTRONIC.

E. "LICENSE" is defined as this agreement, from the first word to the last, which sets forth the terms and conditions that govern your use of the SOFTWARE and FIRMWARE supplied by ACUTRONIC.

F. "END USER" and "you" are defined to be the owner or user of the HARDWARE that the SOFTWARE and/or FIRMWARE is intended by ACUTRONIC to operate, including without limitation all of the owner's officers, directors, partners, employees, agents, representatives and all others acting on its or their behalf.

### 2. SOFTWARE LICENSE

A. ACUTRONIC grants the END USER only the following rights to use the SOFTWARE; if a use or right is not expressly listed, then the END USER does not have the right to use the SOFTWARE in that manner.

B. ACUTRONIC grants to the END USER a non-exclusive right and license to use the SOFTWARE only in connection with HARDWARE on which ACUTRONIC or its representatives originally installed the SOFTWARE.

C. In the event that any HARDWARE employing or used with such SOFTWARE becomes inoperable or unavailable to END USER and all others, for whatever reason, the END USER may use the SOFTWARE with other HARDWARE provided or approved in writing by ACUTRONIC, but only until the original HARDWARE becomes operable and available to END USER.

D. Unless ACUTRONIC agrees in writing otherwise, under no circumstances is the END USER to use the SOFTWARE in connection with any non-ACUTRONIC hardware, nor use ACUTRONIC's competitors' software with HARDWARE.

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F. END USER agrees not to reverse engineer, decompile, disassemble, alter, modify or adapt the SOFTWARE in any way or to combine all or portions of the SOFTWARE to make a derivative work.

G. Only with the written permission of ACUTRONIC may the END USER change or modify certain set-up files and/or operational configuration files, which files the END USER agrees to preserve and maintain as confidential trade secrets solely between ACUTRONIC and the END USER.

H. END USER may make one copy of the SOFTWARE but solely for back-up or archival purposes. Except for such archival copy, END USER is expressly prohibited from copying or attempting in any way to reproduce the information stored on/in the SOFTWARE.

I. END USER agrees that the SOFTWARE is owned exclusively by, and contains trade secrets belonging to, ACUTRONIC, and END USER agrees not to disclose or use such SOFTWARE except as provided herein.

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A. ACUTRONIC grants the END USER only the following rights to use the FIRMWARE; if a use or right is not listed, then the END USER does not have the right to use the FIRMWARE in that manner.

B. ACUTRONIC grants to the END USER a non-exclusive right and license to use the FIRMWARE only in connection with HARDWARE on which ACUTRONIC or its representatives originally installed the FIRMWARE.

C. Unless ACUTRONIC agrees in writing otherwise, under no circumstances is the END USER to use the FIRMWARE in connection with any non-ACUTRONIC hardware.

D. END USER agrees not to reverse engineer, decompile, disassemble, alter, modify or adapt the FIRMWARE in any way or combine all or portions of the FIRMWARE to make a derivative work.

E. END USER is expressly prohibited from copying or attempting in any way to reproduce the information stored on/in the FIRMWARE.

F. END USER agrees that the FIRMWARE is owned exclusively by, and contains trade secrets belonging to, ACUTRONIC, and END USER agrees not to disclose or use such FIRMWARE except as provided herein.

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A. ACUTRONIC represents that all right, title and interest in and to the SOFTWARE and FIRMWARE is owned by ACUTRONIC or its suppliers. ACUTRONIC warrants that it has the right to grant the right to use the SOFTWARE and FIRMWARE as specified in this LICENSE.

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E. END USER will use efforts fully commensurate with those it employs with respect to its own trade secrets, software and firmware, but in no case less than reasonable care, to prevent unauthorized copying or disclosure of the SOFTWARE and FIRMWARE.

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A. ACUTRONIC warrants for a period of one (1) year that the SOFTWARE and FIRMWARE will be in good working order. ACUTRONIC will replace, without charge, SOFTWARE and FIRMWARE which is not in good working order, but only if ACUTRONIC is notified of any failure within the warranty period. Beyond this one (1) year warranty period, ACUTRONIC reserves the right to decide whether to provide further support without charge, but it will do so at its sole discretion.

B. ACUTRONIC's entire liability and the END USER's exclusive remedy shall be repair or replacement of the SOFTWARE and FIRMWARE that is found not to be capable of being used for its essential purpose.

C. This Limited Warranty is void if failure of the SOFTWARE and/or FIRMWARE has resulted from accident, abuse or misapplication by the END USER, or as a result of the violation of a term or condition of this LICENSE, as determined by ACUTRONIC.

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## 8. EXPORT LAWS

A. END USER may not export or transport the SOFTWARE, FIRMWARE or HARDWARE from the country in which it was first furnished to END USER without prior necessary export authorization from all appropriate national authorities.

B. You may not use or otherwise export or re-export the ACUTRONIC HARDWARE, SOFTWARE or FIRMWARE except as authorized by United States law and the laws of the jurisdiction in which the ACUTRONIC HARDWARE, SOFTWARE or FIRMWARE was obtained. In particular, but without limitation, the ACUTRONIC HARDWARE, SOFTWARE or FIRMWARE may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the ACUTRONIC HARDWARE, SOFTWARE or FIRMWARE, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States or foreign law.

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ACUTRONIC reserves the right to conduct audits of, and limited to, END USER's records and usage of SOFTWARE and FIRMWARE to ascertain END USER's compliance with this LICENSE, and shall give END USER at least seven (7) days prior notice of any such audit. END USER agrees to fully cooperate with any such request.

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A. END USER hereby agrees to abide by this notification provision before transferring any right, title or interest in and to the HARDWARE, or sublicense the right to use pursuant to this LICENSE the SOFTWARE or FIRMWARE to any government, including but not limited to the U.S. Government.

B. Before END USER transfers the HARDWARE, or sub-licenses the use of the SOFTWARE or FIRMWARE to any government, END USER shall first notify such government, in writing, that use, duplication or disclosure by such government of the HARDWARE, SOFTWARE or FIRMWARE is subject to restrictions set forth in this LICENSE and in the applicable United States Federal Acquisition Regulations

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