## **NTi Audio AG**

## **END-USER LICENSE AGREEMENT**



# Scope

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and NTi Audio AG ("NTi Audio"). By installing or using the NTi Audio software, content or documentation (collectively the "NTi Audio software") accompanying this EULA, you accept these terms and are consequently bound to them. If you do not agree to the terms of this EULA, do not install or use the NTi Audio software.

The NTi Audio software is licensed not sold, to you by NTi Audio for use only under the terms of this license agreement. This EULA only gives you some rights to use the software. You may use the software only as expressly permitted in this EULA.

This EULA also applies for all upgrades or updates to the NTi Audio software (if any), supplements, internet-based services, and support services for this NTi Audio software, unless other terms accompany those items. If so, those terms will govern.

## **License Uses and Restrictions**

<u>A. Software Installation</u>: Subject to the terms and conditions of this license agreement, you are granted a limited, non-exclusive license to use and run the NTi Audio software. Data transfer from an NTi Audio test instrument to the NTi Audio software may be restricted, i.e. only enabled if the corresponding license is installed on the analyzer.

<u>B. No Reverse Engineering</u>: You may not and you agree not to, or to enable others to, copy (except as expressly permitted by this license agreement or by the usage rules if they are applicable to you), publish, distribute, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the NTi Audio software or any services provided by the NTi Audio software, or any part thereof.

<u>C. Termination</u>: This license is effective until terminated. Your rights under this license agreement will terminate automatically or otherwise cease to be effective without notice from NTi Audio if you fail to comply with any term(s) of this license agreement. Upon the termination of this license, you must cease all use of the NTi Audio software and destroy all copies, full or partial, of the NTi Audio software.

#### **Services**

The NTi Audio software may enable access to NTi Audio and third party services and web sites (collectively and individually, "NTi Audio services"). Such NTi Audio services may not be available in all languages or in all countries. Use of these NTi Audio services requires internet access and use of certain NTi Audio services may requires an NTi Audio ID, may require you to accept additional terms and may be subject to additional fees. By using this software in connection with an NTi Audio ID or other NTi Audio account, you agree to the applicable terms of service for that account.

# **Disclaimer**

A. NTi Audio and all our affiliates do not give any warranty, guarantee or conditions for this software, i.e. you bear the sole risk of using it. This limitation applies to anything related to this

software, including breach of contract, warranty, guarantee or condition, strict liability, negligence or other tort to the extent permitted by applicable law. It also applies if NTi Audio knew or should have known about the possibility of the damages.

- B. The NTi Audio software and services are provided "as-is", i.e. with all faults. You bear the sole risk of using it. NTi Audio gives no express warranties, guarantees or conditions. NTi Audio excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- C. You acknowledge that the NTi Audio software and services are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in the content, data or information provided by the NTi Audio software or services could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support or weapons systems.
- D. No oral or written information or advice given by NTi Audio or an NTi Audio authorized representative shall create a warranty. Should the NTi Audio software or services prove defective, you assume the entire costs of all necessary servicing, repair or correction.
- E. In no event shall NTi Audio be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data or information, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the NTi Audio software or services or any third party software or applications in conjunction with the NTi Audio software or services, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if NTi Audio has been advised of the possibility of such damages. In no event shall NTi Audio's total liability to you for all damages exceed the amount of ten US dollars (USD 10.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

## **Separate Provisions**

If any provision of this EULA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

# **Privacy**

At all times your information will be treated in accordance with NTi Audio's privacy policy, which is incorporated by reference into this license agreement and can be viewed at <a href="http://www.nti-audio.com/privacy-statement">http://www.nti-audio.com/privacy-statement</a>

# **Controlling Law**

This license agreement will be governed and construed in accordance with the laws of Liechtenstein, Europe, excluding its conflict of law principles. No amendment to or modification of this EULA will be binding unless in writing and signed by NTi Audio. The English version of this EULA shall govern, to the extent not prohibited by local law in your jurisdiction.