Berkeley Nucleonics Corporation (BNC) software is subject to the End-User License Agreement (EULA) below. To install BNC software, you must first click "agree" if this EULA is embedded in the software installation. If you are provided only written copy, by installing BNC software you agree you have read, understand and agree to these terms.

Software. "Software" means a single copy of one or more computer programs, whether stand-alone or bundled with other products or solutions, and related documentation, including any online or electronic documentation, data, and license files.

License Grant. BNC grants you a limited, non-exclusive license to use, in accordance with the license type listed below, the Software for the Term (as defined below), subject to the terms and conditions of this EULA and full payment of any applicable fees:

Floating license. You may install one or more copies of the Software on any computer, instrument, or machine within your internal computer network or on dedicated server resources provided by a third party for your internal business use, provided (i) the total number of users or instruments/machines accessing or using the Software at the same time, or (ii) the total number of copies of the Software executing on instruments/machines at the same time, does not exceed the maximum number of licenses obtained or instruments/machines licensed.

No Copies. You may not make copies or adaptations of the Software except for backup and archival purposes or when copying or adaptation is an essential step in the licensed use of the Software, including correction of errors. You must reproduce all copyright and other legal notices in the original Software on all permitted copies or adaptations.

No Reverse Engineering. You may not decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works, or disable security features of the Software, except to the extent any foregoing restriction is prohibited by applicable mandatory law or by licensing terms governing the use of open-source components that may be included with the Software.

No Circumvention. The Software may include technological measures, whether in the Software or in bundled hardware or both, that are designed to prevent or detect unlicensed use of the Software. Circumvention of these technological measures is prohibited, except as expressly permitted by applicable mandatory law. Any attempt to circumvent technological measures may render the Software or certain features unusable or unstable and may prevent you from upgrading or updating the Software.

Limited Use. Notwithstanding anything to the contrary herein, you may not use the Software to develop products or distribute your own or a third-party's application, a principal purpose of which, as reasonably determined by BNC, is to compete with the Software, perform the same or similar functions as the Software, or which replaces any component of the Software.

No Public Network/Time Share. You may not copy the Software onto any public or distributed network, service bureau, or similar service, and you may not provide access (directly or indirectly) to the Software in any other manner via a web or network application. In addition, you may not sell, license, lease, rent, loan, or time share the Software. You also may not redistribute the Software or any part of the Software, other than as permitted under Section 9 below.

Licensed Users. Except as expressly provided herein, you may not permit any third party to have access to or otherwise use the Software. Licensed users are your employees, authorized agents, representatives, subcontractors, and consultants acting on your behalf and for your internal business use. You are responsible and fully liable for compliance with and breach of this EULA by your licensed users.

Upgrades. This EULA does not entitle you to receive upgrades, updates, or technical support. Such services may be included with your product or purchased separately. The terms of this EULA govern any upgrades or updates provided by BNC unless such upgrades or updates are accompanied by a separate license agreement in which case the terms of that license agreement will govern.

Ownership. The Software and all copies thereof are licensed and not sold to you. The Software and all copies thereof are owned and copyrighted by BNC or its third-party suppliers and are protected by copyright laws and other intellectual property laws and treaties. BNC and its third-party suppliers retain all right, title, and interest in the Software. BNC and its third-party suppliers may protect their respective rights in the Software in the event of any violation of this EULA.

High Risk Activities. The Software is not specifically written, designed, manufactured, or intended for use in the planning, construction, maintenance, or direct operation of a nuclear facility, nor for use in online control or fail-safe operation of aircraft navigation, control or communication systems, weapon systems, or direct life support systems. Transfer. You may not transfer the Software unless you obtain BNC's prior written authorization, deliver all copies of the Software to the transferee along with this EULA, and pay any applicable fees. For all transfers, the transferee must accept this EULA as a condition to any transfer and your license to use the Software will terminate upon transfer. This section applies only to the extent permissible under applicable mandatory laws.

Term and Termination. This EULA shall continue for the Term unless terminated by BNC as provided herein. BNC may terminate this license upon notice for breach of this EULA. Upon expiration or termination, you must immediately destroy all copies of the Software.

Export Requirements. If you export, re-export, or import the Software, technology, or technical data licensed hereunder, you assume responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. BNC may terminate this license immediately if you are in violation of any applicable laws or regulations.

Unlicensed Use. You agree that BNC may use security servers, security keys or modules, a hardware lock device, license administration software, a license authorization key to control access to the Software, or other security mechanisms to ensure compliance and you consent to such use. You may not take any steps to avoid or defeat the purpose of any such measures. If the Software is provided with a lock device or authorization key, use of the Software without the lock device or authorization key is prohibited. Encryption Notice. The Software may utilize encryption technology. You agree that encryption is not a guarantee of confidentiality, and that BNC is not liable for any breach of confidentiality that may occur because of decryption by a third party.

Audit. Upon reasonable notice, BNC or its agents may, at BNC's expense, inspect your facilities (including computers, instruments, and machines) and records to verify your proper use and payment for the Software. You will keep records regarding your use in sufficient detail to permit this verification.

U.S. Government Rights. The Software is "commercial computer software," as defined by Federal Acquisition Regulation ("FAR") 2.101 ("Definitions"). Pursuant to FAR 12.211 ("Technical data"), 12.212 ("Computer software") and 27.405-3 ("Commercial computer software") and Department of Defense FAR Supplement ("DFARS") 227.7202 ("Commercial computer software and commercial computer software documentation"), the U.S. government acquires commercial computer software and computer software documentation"), the U.S. government acquires commercial computer software and computer software documentation and other technical data such as manuals under the same terms by which the software is customarily provided to the public. Accordingly,

Warranty. To the extent allowable by applicable mandatory law, this software is provided to you "as-is" without warranties or conditions of any kind, whether written or oral, expressed or implied. BNC specifically disclaims any implied warranty or condition of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose. Limitation of Liability. To the extent allowed by applicable mandatory law, in no event will BNC or its suppliers be liable for any consequences (including downtime, loss of data, restoration costs or lost profits) regardless of whether such claims are based on contract, warranty or other legal theory.

Applicable Law; Jurisdiction and Venue. Disputes arising in connection with this EULA will be governed by, construed, and interpreted according to the laws of the United States and the State of California, without regard to conflict of laws principles. You agree that the state and federal courts located in the Northern District of California have exclusive jurisdiction and venue over all claims.

Unenforceability. To the extent that any provision of this EULA is determined to be illegal or unenforceable, the remainder of this EULA will remain in full force and effect. **Entire Agreement**. Certain program, data, and license files in the Software may be subject to supplemental license terms found in the documentation associated with the Software or directly in the files to which the supplemental terms apply. This EULA constitutes the entire agreement between you and BNC with respect to the Software, and supersedes any previous communications, representations, or agreements, whether oral or written, except if you have a separate written, executed agreement with BNC and the terms of such agreement conflict with the terms contained herein, in which case the terms of such agreement apply and take precedence. This EULA may not be changed except by an amendment signed by you and BNC's authorized representative.

Subject to Change: Information herein subject to change without notice, for additional information please email info@berkeleynucleonics.com or 800-234-7858...