

User's License Agreement

Important

Please read the following agreement carefully. This user's license agreement (hereafter referred to as Agreement) is a legal contract between the software user (individual or institution) and HIOKI E. E. CORPORATION (hereafter referred to as HIOKI). The term "software" includes any related electronic documentation and computer software and media, as well as any printed matter (such as the Instruction Manual).

By installing, reproducing, or using the software, you, the Licensee, agree to accept the license terms set forth in this Agreement.

This software is protected by copyright laws, international copyright agreements, as well as non-corporate laws. The software is a licensed product, and is not sold to the user.

1. License

This Agreement grants you, the Licensee, a license to install a single copy of the software on a specified computer system.

2. Explanation of other rights and restrictions

-1. Restrictions on reverse engineering, decompiling, and disassembling:

You may not reverse engineer, decompile, or disassemble the software.

-2. Separation of components:

This software is licensed for use as a single product. You may not separate the components for use on multiple computer systems.

-3. Loaning:

You may not loan or lease the software.

-4. Transfer of software:

You may transfer full rights in accordance with this Agreement. However, if you do so, you may not retain any copy of the software, but must transfer the software in its entirety (all components, media, related documentation such as the Instruction Manual, and this Agreement), and must ensure that the receiver of the software agrees with the terms set forth in this Agreement.

-5. Cancellation:

In the event that the terms and conditions set forth in this Agreement are violated, HIOKI retains the right to cancel this Agreement without compromise of any of its other rights. In this event, you must destroy all copies of the software and its components.

3. Copyright

The title and copyright rights concerning the software's related documentation, such as the Instruction Manual and copies of the software, are the property of HIOKI and other licensors, and are protected by copyright laws and international agreement regulations. Accordingly, you must treat the software as you would any other copyrighted document. However, you are permitted to make copies as indicated in (A) and (B) below provided such copies are not intended for use other than back-up purposes.

(A) You may make a single copy of the software.

(B) You may install this software on a single computer.

However, you may not reproduce the documentation supplied with the software, such as the Instruction Manual.

4. Dual media software

You may receive the same software on more than one type of media. However, regardless of the type and size of media provided, you may only use one media type and only on a single computer. You must not use or install the other media on any other computer. Furthermore, except when transferring the software as stipulated above, you may not loan, lease, or transfer the other media to any other user.

5. Warranty

- 1. HIOKI reserves the right to make changes to the software specifications without any prior warning.
- 2. If the software does not operate in accordance with the supplied Instruction Manual, or the software media or Instruction Manual are damaged in any way, you have one year from the date of purchase to apply for either an exchange or repair at HIOKI's discretion.
- 3. In no event will HIOKI be liable for any damages resulting from fire, earthquake, or actions of a third party under the conditions stated in item number 2 above, or for any damage caused as a result of your using the software incorrectly or under unusual circumstances. Further, the warranty is invalid if the following occurs:
 - (A) Damage incurred through transport, moving, droppage, or any other kind of impact after you purchased the software.
 - (B) Damage incurred through any form of alteration, unwarranted servicing, or any other type of mistreatment.
- 4. In the event that the software is exchanged or repaired, the period of warranty expires on the latest occurring date out of the day stated in the original warranty, and exactly 6 months from the day the exchanged/repaired software is returned to you.
- 5. Regardless of the grounds for making a legal claim, HIOKI and its licensors will not be liable for any damage incurred (including, but not limited to: lost profits, suspension of business, loss of data or lost savings) unstated in the warranty terms for the use of this software. This is true even if HIOKI is notified of the possibility of such damages. In any event, HIOKI's liability shall be limited only to replacing defective software with software that is not defective.