PROGRAM LICENSE AGREEMENT

Photometrics developed PVCAM drivers and the PVCAM SDK and has worldwide rights to copy, publish, sell, license and distribute these products, including Software, Program Media and Documentation (hereafter collectively referred to as PRODUCT). Photometrics is the manufacturer of this PRODUCT. You assume responsibility for the selection of the program to achieve your intended results, and for its installation and subsequent use.

GRANT OF LICENSE

Photometrics hereby grants to you a non-exclusive, license to use the PRODUCT upon the terms and conditions contained in this agreement.

You may:

1. Use the PRODUCT on a workstation owned, leased or otherwise controlled by you, whether in a network or other configuration.

2. Copy the PRODUCT for backup purposes in support of your use of the PRODUCT.

3. Transfer the PRODUCT and license to another party if the other party agrees to accept the terms and conditions of this Agreement.

You may not:

1. Use or copy the PRODUCT, in whole or in part, except as expressly provided in this agreement,

2. Copy, rent, distribute, sell, license or sublicense, or otherwise transfer the PRODUCT or this license, in whole or in part, to another party, except as specifically set forth above.

3. Use PRODUCT, or any portion of PRODUCT, to develop, or incorporate into, other software that can be executed without a licensed copy of PVCAM or PVCAM SDK and related drivers and libraries.

4. Reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

The use of PRODUCT, or any portions of PRODUCT, to develop, or incorporate into, other software capable of executing without a licensed copy of PVCAM or PVCAM SDK is specifically prohibited under the terms of this Agreement. Additional licensing from Photometrics is required for these and any other purpose not specifically granted above.
TERMINATION

The license is effective until terminated. You may terminate it at any time by destroying the PRODUCT together with all copies and documentation in any form. It will also terminate automatically and without notice from Photometrics if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy the PRODUCT and all copies of the PRODUCT.

LIMITED WARRANTY

THE PRODUCT IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The entire risk as to the quality and performance of the PRODUCT is with you. Should the PRODUCT prove defective, you (and not Photometrics or any authorized dealer of Photometrics products) assume the entire cost of all necessary servicing, repair, or correction.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. The warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

However, Photometrics warrants the program media on which the software is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery as evidenced by a copy of your receipt.

LIMITATIONS OF REMEDIES

Photometrics entire liability and your exclusive remedy shall be:

1. The replacement of the program media not meeting the Limited Warranty herein and which is returned to Photometrics with a copy of your receipt;

2. If Photometrics is unable to deliver replacement program media which is free of defects in workmanship, you may terminate this Agreement by returning the PRODUCT and a copy of your receipt to the place of purchase or to Photometrics, and your money will be refunded.

In no event will Photometrics be liable to you for any damages, including any lost profits, lost savings, or other indirect, special, exemplary, incidental or consequential damages, claims or actions, arising out of the use or inability to use this PRODUCT, even if Photometrics has been advised of the possibility of such damages, claims or actions. Further, in no event will Photometrics be liable for any claim by any other party arising out of your use of the PRODUCT.
Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

TRADEMARK

PVCAM, PVCAM SDK (tm) are Trademarks or Registered Trademarks of Photometrics. No right, license, or interest to such trademark is granted hereunder.

U.S. GOVERNMENT RESTRICTED RIGHTS IN DATA CLAUSE

This computer software product and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 52.227-7013, or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/Manufacturer is Photometrics, 3440 E. Britannia Drive, Tucson, AZ 85706, USA

GENERAL INFORMATION

You may not sublicense, assign or transfer this license or the PRODUCT, in whole or in part, except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void. This Agreement will be governed by the laws of the state of Arizona, USA applicable to agreements made and to be performed in the state of Arizona, USA.

Should any part of this agreement be declared void or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full effect. Failure of Photometrics or the manufacturer to enforce any of its rights in this agreement shall not be considered a waiver of its rights, including its rights to respond to subsequent breaches. Should you have any questions concerning this Agreement, you may contact Photometrics by writing:

Photometrics
3440 E. Britannia Drive
Tucson, AZ 85706
USA
info@Photometrics.com

BY USING THIS SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND PHOTOMETRICS OF THIS PRODUCT AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, ANY OTHER COMMUNICATIONS BETWEEN YOU AND PHOTOMETRICS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.