

## END USER LICENSE AGREEMENT

### **IMPORTANT - READ CAREFULLY**

- This Myron L<sup>®</sup> Company End-User License Agreement (EULA) is a legal agreement between you (either an Individual person or a company, who will be referred to in this EULA as "User") and the Myron L Company for the Myron L Company product that accompanies this EULA, or that is subsequently provided to the User pursuant to further order, including any associated media, printed materials and electronic documentation (collectively, the "PTBTX2<sup>™</sup> Mobile Application"). By installing, copying, downloading, accessing or otherwise using the PTBTX2 Mobile Application, User agrees to be bound by the terms of this EULA. If User does not accept and agree to the terms and conditions of this EULA, Myron L Company is unwilling to allow the use of the PTBTX2 Mobile Application contained herein to User. In that case do not install, access or use the PTBTX2 Mobile Application; instead delete the PTBTX2 Mobile Application from your device in whatever form (s) it exists.

### MEANING OF WORDS USED IN THIS EULA

- Myron L<sup>®</sup> Company: refers to "The Myron L<sup>®</sup> Company".

- User: the individual person or company that is deemed to be the end-user of the PTBTX2 Mobile Application under the terms of this EULA.

- PTBTX2 Mobile Application: means the Myron L<sup>®</sup> Company Software Application that accompanies this EULA, including any associated media, printed materials and electronic documentation. This also includes any updates, version upgrades, configuration upgrades, add-on components, web services and/or supplements that Myron L<sup>®</sup> Company may provide to User or make available to User after the date the User obtains the initial copy of the PTBTX2 Mobile Application, to the extent that such items are not accompanied by a separate EULA or terms of use.

### OWNERSHIP AND GRANT OF USAGE:

- The PTBTX2 Mobile Application is not sold, but comes bundled with the Myron L<sup>®</sup> Company PTBTX2 Instrument. The PTBTX2 Mobile Application is the sole property of Myron L<sup>®</sup> Company and is protected by all applicable intellectual property and contract laws, including but not limited to laws relating to patent, copyright and trademark laws, and by applicable international treaties and trade provisions. Any breach of Myron L<sup>®</sup> Company's rights as the sole owner of the PTBTX2 Mobile Application and all intellectual property rights contained therein and in the PTBTX2 Mobile Application may subject the offender to civil and criminal penalties, including fine and/or imprisonment.

- This EULA grants User the right to: install and use the PTBTX2 Mobile Application on any mobile device the individual or company will be using with an ULTRAPENX2 pocket tester. In no event, however, shall User be permitted to redistribute the PTBTX2 Mobile Application, whether for commercial gain or for no gain. Any use in violation of the license shall constitute not only breach of this EULA, but a violation of national and international copyright laws.

### PROHIBITIONS:

- User may not distribute the PTBTX2 Mobile Application. User may not modify, translate, or make derivative works of the PTBTX2 Mobile Application.

**WARRANTIES AND WARRANTY DISCLAIMERS; LIMITATION OF LIABILITY:**

- The PTBTX2 Mobile Application is provided entirely "as is". Myron L<sup>®</sup> Company expressly disclaims any and all warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, and any implied or express warranties of title.
- To the maximum extent permitted under law, under no circumstances will Myron L<sup>®</sup> Company be liable to User for any damages whatsoever, including but not limited to any loss of profits, interruption to business, loss of information or any other incidental or consequential damages arising out of the supply to or User's use of or inability to use the PTBTX2 Mobile Application, whether Myron L<sup>®</sup> Company has been informed of the possibility of the same or not, and whether styled as a claim in contract, tort or other legal theory.
- User acknowledges that no promise, representation, warranty or undertaking has been made by Myron L<sup>®</sup> Company to any person or company on User's behalf as to the profitability or any other consequences or benefits to be obtained from delivery to User of the PTBTX2 Mobile Application.
- To the extent applicable law does not permit a complete limitation of damages as set forth herein, User agrees that its damages shall be limited to one dollar (USA). Nothing herein shall be construed as attempting to enforce rights against User beyond those permitted by applicable law.