

## END USER LICENSE AGREEMENT (EULA)

### **IMPORTANT - READ CAREFULLY**

#### MEANING OF WORDS USED IN THIS EULA

“Myron L<sup>®</sup> Company”: refers to "The Myron L<sup>®</sup> Company; 2450 Impala Drive; Carlsbad, California, 92010.

“iOS PTBTX2™ Mobile App”: means the Myron L<sup>®</sup> Company Software Application 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, which is intended to operate on Apple branded devices. 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 iOS PTBTX2 Mobile App, to the extent that such items are not accompanied by a separate EULA or terms of use.

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

“ULTRAPENX2™ pocket testers”: Means any or all of the various models of the Myron L<sup>®</sup> Company pocket tester instruments equipped with wireless communication technology.

#### ACKNOWLEDGEMENT

This Myron L<sup>®</sup> Company End-User License Agreement (EULA) is a legal agreement between the User and the Myron L Company ONLY, and not Apple, Inc.

The Myron L<sup>®</sup> Company and not Apple, Inc, is solely responsible for the iOS PTBTX2 Mobile App and its content.

By installing, copying, downloading, accessing or otherwise using the iOS PTBTX2 Mobile App, the 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<sup>®</sup> Company is unwilling to allow the use of the iOS PTBTX2 Mobile App contained herein to User. In that case do not install, access or use the iOS PTBTX2 Mobile App; instead delete the iOS PTBTX2 Mobile App from the device in whatever form (s) it exists.

#### SCOPE, OWNERSHIP AND GRANT OF USAGE:

The iOS PTBTX2 Mobile App is a free App intended to be used exclusively with Myron L<sup>®</sup> Company ULTRAPENX2 pocket testers.

The iOS PTBTX2 Mobile App 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 iOS PTBTX2 Mobile App and all intellectual property rights contained therein and in the iOS PTBTX2 Mobile App may subject the offender to civil and criminal penalties, including fine and/or imprisonment. To the extent Myron L<sup>®</sup> Company is required to provide indemnification by applicable law, Myron L<sup>®</sup> Company, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the iOS PTBTX2 Mobile App or the User's use of it infringes any third-party intellectual property rights.

This EULA grants User the right to install and use the iOS PTBTX2 Mobile App on any Apple branded 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 iOS PTBTX2 Mobile App, 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.

The User's right to use the iOS PTBTX2 App will terminate immediately if the user violates any provision of this EULA.

#### PROHIBITIONS:

The User may only use the iOS PTBTX2™ Mobile App on those Apple branded mobile devices that The User owns or controls and only as permitted by the Apple App Store Terms of Service.

User may not distribute the iOS PTBTX2 Mobile App. User may Not modify, translate, or make derivative works of the iOS PTBTX2 Mobile App.

#### Warranties and Warranty Disclaimers; Limitation of Liability:

The PTBTX2 Mobile App 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 extent any warranty exists under law that cannot be disclaimed, Myron L<sup>®</sup> Company, not Apple, shall be solely responsible for such warranty.

To the extent that any maintenance or support is required by applicable law, Myron L<sup>®</sup> Company, not Apple, shall be obligated to furnish any such maintenance or support.

To the maximum extent permitted under law, under no circumstances will Myron L<sup>®</sup> Company, or Apple Inc. be liable to User for any claims or damages whatsoever, including but not limited to including but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation (iv) 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 iOS PTBTX2 Mobile App, 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, or Apple, 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 iOS PTBTX2 Mobile App.

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.

#### LEGAL COMPLIANCE AND OTHER TERMS OF AGREEMENT:

The User warrants that the User is not located in a country that's subject to a U.S. government embargo, designated as a "terrorist supporting" country by the U.S. government, and that the User isn't on any U.S. government lists of prohibited or restricted parties.

The User must comply with applicable third-party terms of agreement when using the iOS PTBTX2 Mobile App (e.g. the User's wireless data service agreement).

Apple iOS is a third-party beneficiary of this EULA and upon the Users acceptance Apple will have the right, and will be deemed to accept the right, to enforce this EULA against the User.

CONTACT INFORMATION:

MYRON L<sup>®</sup> COMPANY

2450 Impala Drive

Carlsbad, CA 92010-7226

USA

Tel: +1-760-438-2021

Fax: +1-760-931-9189

E-Mail: [info@myronl.com](mailto:info@myronl.com)

[techquestions@myronl.com](mailto:techquestions@myronl.com)

[www.myronl.com](http://www.myronl.com)

Last Modified on July 08, 2019

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