## End-user License Agreement for Teledyne RD Instruments Software

IMPORTANT-READ CAREFULLY: This Teledyne RD Instruments End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Teledyne RD Instruments for the Teledyne RD Instruments software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT; you may however, return it for a full refund.

## SOFTWARE PRODUCT LICENSE

Copyright laws and intentional copyright treaties, as well as other intellectual property and treaties protect the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold.

- 1. GRANT OF LICENSE. This EULA grants you the following rights:
- Applications Software The SOFTWARE PRODUCT gives you a license for use with a Teledyne RD Instruments (TRDI) ADCP system. Limited to the number of licenses you have been provided, you may make copies of the program so that other users can process data from this and other TRDI ADCP systems. You must register all of your ADCPs that you use this software with on our Customer Support Portal on our web site, <a href="http://www.rdinstruments.com/support/software-firmware">http://www.rdinstruments.com/support/software-firmware</a>, where you will be required to login and provide the following information: User Name, Company, ADCP Type (OS, BB, WH), ADCP Frequency (38,75,150,300,600,1200), and ADCP serial number(s).
- Storage/Network Use You may store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install the SOFTWARE PRODUCT on your other computers over an internal network so as long as you do not install more copies than your license permits.
- 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.
- Not for Resale Software. You may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.
- Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that applicable law notwithstanding this limitation expressly permits such activity.
- Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated.
- Rental. You may include this in the rental or lease of the ADCP.
- Support Services. Teledyne RD Instruments may provide you with support services related to the SOFTWARE PRODUCT
  ("Support Services"). Use of Support Services is governed by the Teledyne RD Instruments policies and programs described in
  the user manual, in "online" documentation, and/or in other Teledyne RD Instruments-provided materials. Any supplemental
  software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and
  subject to the terms and conditions of this EULA. With respect to technical information you provide to Teledyne RD Instruments
  as part of the Support Services, Teledyne RD Instruments may use such information for its business purposes, including for
  product support and development. Teledyne RD Instruments will not utilize such technical information in a form that personally
  identifies you.
- **Software Transfer.** You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity), and the recipient agrees to the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.
- **Termination.** Without prejudice to any other rights, Teledyne RD Instruments may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.
- 3. UPGRADES. If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Teledyne RD Instruments as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one ADCP.
- 4. COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Teledyne RD Instruments or its suppliers. Copyright laws and international treaty provisions protect the SOFTWARE PRODUCT. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may install the SOFTWARE PRODUCT on a single computer provided you keep

the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

## **MISCELLANEOUS**

If you acquired this product in the United States, this EULA is governed by the laws of the State of California.

If you acquired this product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation, which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

If this product was acquired outside the United States, then local law may apply.

Should you have any questions concerning this EULA, or if you desire to contact Teledyne RD Instruments for any reason, please contact the Teledyne RD Instruments subsidiary serving your country, or write: Teledyne RD Instruments, 14020 Stowe Drive, Poway, CA 92064.

## LIMITED WARRANTY

**LIMITED WARRANTY**. Teledyne RD Instruments warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by Teledyne RD Instruments shall be substantially as described in applicable written materials provided to you by Teledyne RD Instruments, and Teledyne RD Instruments support engineers will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days.

CUSTOMER REMEDIES. RD Instrument's and its suppliers' entire liability and your exclusive remedy shall be, at Teledyne RD Instruments option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet RD Instrument's Limited Warranty and which is returned to Teledyne RD Instruments with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Teledyne RD Instruments are available without proof of purchase from an authorized international source.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TELEDYNE RD INSTRUMENTS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TELEDYNE RD INSTRUMENTS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF TELEDYNE RD INSTRUMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, RD INSTRUMENT'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S.\$5.00; PROVIDED, HOWEVER, IF YOU HAVE ENTERED INTO A TELEDYNE RD INSTRUMENTS SUPPORT SERVICES AGREEMENT, RD INSTRUMENT'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.