# **SOFTWARE USER AGREEMENT**

In order to use the software that comes with this product (indicates entire product if software is a single product item; hereafter called "this software"), the user must agree to the following terms and conditions. Always be sure to read these terms before use.

#### 1. COPYRIGHTS

All ownership rights, intellectual property rights and all other rights relating to this software and instruction manual are the property of Hamamatsu Photonics K. K. (hereafter called "Hamamatsu"). Except for those items expressly permitted in this user agreement, Hamamatsu does not assign or grant any rights to the user, and Hamamatsu retains all rights relating to this software and instruction manual.

## 2. SCOPE OF USAGE RIGHTS

Hamamatsu grants the user non-exclusive rights to use of this software subject to the following conditions.

- (1) User may install and use this software on the several computers with the intended use for capturing image from cameras which Hamamatsu supports.
- (2) User may copy this software with the intended use for making a backup.
- (3) User may not analyze, change or modify this software.

#### 3. SCOPE OF WARRANTY LIMITED WARRANTY

- (1) If the storage media containing this software is found to be defective during the warranty period and this software does not properly function, then this software will be replaced free of charge or a substitute product given to the user.
- (2) Hamamatsu accepts absolutely no liability in any case whatsoever, for damages or losses arising directly or indirectly relating to or incidental to use of this software.
- (3) If an error (bug) is discovered in this software and is corrected, then the corrected software or software for making the correction (hereafter written as "correction software") or information relating to making the correction will be provided. However, the necessity, the time, and the period for providing the correction software or information relating to the correction will be decided at the discretion of Hamamatsu.

#### 4. DISCLAIMER OF LIABILITY FOR DAMAGES

The legal liability of Hamamatsu including warranty against defects relating to this software and its usage is limited to the contents of this software user agreement. Hamamatsu shall not be liable to provide compensation for any damage or loss resulting from using this software, including direct, indirect or incidental damages or losses to the user. This holds true even if Hamamatsu or its suppliers have been advised of the possibility of such damages or losses.

# 5. GOVERNING LAW

This software user agreement shall be governed by the laws of Japan.

## 6. OTHERS

If a conflict or doubt should arise regarding this user license agreement or items not established within this user license agreement, then that matter shall be resolved by mutual consultation carried out in good faith by both parties. In the event a lawsuit should arise, it shall be resolved by a court of law having jurisdiction in the area where the head office of Hamamatsu Photonics is then located.