



Photonwares Corporation  
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## **End-User License Agreement (EULA) Photonwares Corporation Products**

By using the Product, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement.

### **1. Grant of License**

Photonwares grants you a non-exclusive, non-transferable, limited license to use the Product solely for your internal business purposes, in accordance with the terms and conditions outlined in this Agreement. All rights not expressly granted are reserved by Photonwares.

### **2. License Restrictions**

You agree not to:

Copy, modify, or create derivative works based on the Product, in whole or in part.

Disassemble, decompile, reverse engineer, or otherwise attempt to discover any source code of the Product.

Rent, lease, lend, sell, sublicense, or otherwise distribute the Product to any third party.

Use the Product in any manner that violates applicable laws, regulations, or the terms of this Agreement.

### **3. Ownership and Intellectual Property**

All rights, titles, and interests in and to the Product, including but not limited to any intellectual property rights, are and shall remain the exclusive property of Photonwares and its licensors. No ownership rights are transferred by this Agreement.

#### 4. Limited Warranty

Photonwares warrants that for a period of [SPECIFY WARRANTY PERIOD] from the date of purchase, the Product will perform substantially in accordance with its specifications under normal use. In the event of a breach of this warranty, Photonwares' sole obligation and your exclusive remedy will be, at Photonwares' discretion, to repair, replace, or refund the Product.

#### 5. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCT IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. PHOTONWARES DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

#### 6. Limitation of Liability

IN NO EVENT SHALL PHOTONWARES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCT, EVEN IF PHOTONWARES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PHOTONWARES' TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

#### 7. Termination

This Agreement is effective until terminated. Your license to use the Product will terminate automatically without notice if you breach any term of this Agreement. Upon termination, you shall cease all use of the Product and delete all copies.

#### 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflicts of law principles.

#### 9. Entire Agreement

This Agreement constitutes the entire agreement between you and Photonwares regarding the Product and supersedes all prior or contemporaneous understandings.

#### 10. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### 11. Amendments

Photonwares reserves the right to modify this Agreement at any time by providing notice. Continued use of the Product after modification shall constitute acceptance of the modified terms.