

AGILENT SOFTWARE PRODUCT LICENSE AGREEMENT AND LIMITED WARRANTY

IMPORTANT: Please carefully read the License Agreement below before opening the media envelope. The right to use this Agilent Software Product is sold only on condition that the Customer agrees to the following License. If you do not agree to the terms of the License, you may return the unopened package for a full refund. HOWEVER, OPENING THE MEDIA ENVELOPE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

LICENSE AGREEMENT

In return for payment for this software product, Customer receives from Agilent Technologies (Agilent) a license to use the product subject to the following terms and conditions:

1. The product may be used without time limit on one personal computer or workstation.
2. A separate license agreement and fee is required for each personal computer or workstation on which the product is used.
3. The software product may not be duplicated or copied except for archive purposes, program error verification, or to replace defective media, and all copies made must bear the copyright notices contained in the original.
4. This license and the software product may be transferred to a third party, with prior written consent from Agilent, provided the third party agrees to all the terms of this License Agreement and the Customer does not retain any copies of the software product.
5. Purchase of this license does not transfer any right, title or interest in the software product to Customer except as specifically set forth in this License Agreement. Customer is on notice that the software product is protected under the copyright laws. This software product may have been developed by an independent third party software supplier named in this package, which holds copyright or other proprietary rights to the software product. Customer may be held responsible by this supplier for any infringement of such rights by Customer.
6. Agilent reserves the right to terminate this license upon breach. In the event of termination, Customer will either return all copies of the product to Agilent or, with Agilent's prior consent, provide Agilent with a certificate of destruction of all copies.
7. In the event Customer modifies the software product or includes it in any other software program, upon termination of this license Customer agrees either to remove the software product or any portion thereof from the modified program and return it to Agilent or to provide Agilent with a certificate of destruction therefor.

LIMITED WARRANTY

SOFTWARE: Agilent warrants for a period of **One Year** from the date of the purchase that the software product will execute its programming instructions when properly installed on the personal computer or workstation indicated on this package. Agilent does not warrant that the operation of the software will be uninterrupted or error free. In the event that this software products fails to execute its programming instructions during the warranty period, Customer's remedy shall be to return the disc(s) ("media") to Agilent for replacement. Should Agilent be unable to replace the media within a reasonable amount of time, Customer's alternate remedy shall be a refund of the purchase price upon return of the product and all copies.

MEDIA: Agilent warrants the media upon which this product is recorded to be free from defects in materials and workmanship under normal use for a period of **One Year** from the date of purchase. In the event any media prove to be defective during the warranty period, Customer's remedy shall be to return the media to Agilent for replacement. Should Agilent be unable to replace the media within a reasonable amount of time, Customer's alternate remedy shall be a refund of the purchase price upon return of the product and all copies.

NOTICE OF WARRANTY CLAIMS: Customer must notify Agilent in writing of any warranty claim not later than thirty (30) days after the expiration of the warranty period.

LIMITATION OF WARRANTY: Agilent makes no other express warranty, whether written or oral with respect to this product. Any implied warranty of merchantability or fitness is limited to the One Year duration of this written warranty. Some states or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you*.

This warranty gives specific legal rights, and you may also have other rights which vary from state to state, or province to province.

EXCLUSIVE REMEDIES: The remedies provided above are Customer's sole and exclusive remedies. In no event shall Agilent be liable for any direct, indirect, special, incidental, or consequential damages (including lost profit) whether based on warranty, contract, tort, or any other legal theory. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

WARRANTY SERVICE: Warranty service may be obtained from the nearest Agilent sales office or other location indicated in the owner's manual or service booklet.

*UK only: If you are a "consumer" as defined by statutes, parts of this statement may not apply to you.