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BY PURCHASING, DOWNLOADING, ACCESSING, INSTALLING OR USING THE MeasureOHM® SOFTWARE AND HARDWARE ("PRODUCT"), YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT DOWNLOAD, INSTALL, ACCESS OR USE THE PRODUCT. THIS EULA CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDIES. THE PROVISIONS BELOW FORM THE ESSENTIAL BASIS OF OUR AGREEMENT.

This EULA is a legal agreement between You and ROTH TECHNOLOGIES, LLC., including its subsidiaries, affiliates and contractors acting on Our behalf (collectively "ROTH TECHNOLOGIES, LLC", "Us", "We", or "Our") regarding Your use of the ROTH TECHNOLOGIES, LLC, or one of its subsidiary's Product. Unless You have another written agreement with ROTH TECHNOLOGIES, LLC regarding this Product, then Your use of this Product is governed by this EULA. From time to time, We may in our sole discretion update or modify the EULA. The most recent version of the EULA is located at: <http://www.measureohm.com>.

WE WILL REFER TO THE MeasureOHM® SOFTWARE, mSPECIFY™ SOFTWARE, AND mData™ SOFTWARE PACKAGES AS "SOFTWARE". IF YOU AGREE TO THIS EULA, YOU ARE GRANTED A LIMITED, PERSONAL, WORLDWIDE, ROYALTY-FREE, NON-ASSIGNABLE, NON-SUBLICENSEABLE, NON-TRANSFERABLE AND NON-EXCLUSIVE LICENSE TO USE THE SOFTWARE. FOR THE PURCHASE OF QUANTITY = ONE (1) BY THE END USER OF THE MeasureOHM® PRODUCT:

- YOU ARE PERMITTED TO USE ONE (1) COPY OF THE MeasureOHM® SOFTWARE FOR COMMERCIAL PURPOSES ("BUSINESS USER").
- YOU ARE PERMITTED TO USE MULTIPLE INSTALLATIONS (UNLIMITED) OF THE mSPECIFY™ SOFTWARE FOR COMMERCIAL PURPOSES.
- YOU ARE PERMITTED TO USE MULTIPLE INSTALLATIONS (UNLIMITED) OF THE mData™ SOFTWARE FOR COMMERCIAL PURPOSES.
- YOU ARE SOLD ONE MeasureOHM® HARDWARE PRODUCT FOR COMMERCIAL PURPOSES.

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OUR INTELLECTUAL PROPERTY RIGHTS. The Software is protected by United States Intellectual Property laws and international treaty provisions. Therefore, You may not distribute the Software without Our permission. You agree that ROTH TECHNOLOGIES, LLC, the ROTH TECHNOLOGIES, LLC logos, and other ROTH

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USAGE AUDITING, PIRACY AND OUR PRIVACY POLICY. For billing purposes, you consent to the Software sending usage data (e.g., the number of instances the Software is run, the device IP address, and the version of the Software), for registration authentication, and use and anti-piracy auditing purposes. The MeasureOHM® test properties utilized by the MeasureOHM® software/hardware are also contained on a remote/offsite MySQL server. In addition, the MeasureOHM® Test Results are also stored on a remote/offsite MySQL server. The Software will NOT run unless the computer running the Software is connected to the Internet and Port 3306 is open. This computer/network connection must be reliable or the Software will time out and fail to run.

MANDATORY UPGRADES. We reserve the right to require you to update to the latest version of the SOFTWARE if we deem appropriate and applicable. We have written this feature into our software. Failure to upgrade to the required minimum software version (as we so determine) will result in the SOFTWARE not executing.

CALIBRATION. It is your responsibility (and expense) to ensure that the Fluke 8808A Multimeter (which is used to make the measurements) is calibrated annually.

INSTALLATION AND OPERATION QUALIFICATION (IQOQ). It is your responsibility to perform an Installation Qualification and Operational Qualification of the your test hardware that connects to the MeasureOHM® System.

MySQL SERVER UPTIME: The Software requires access to a remote/offsite MySQL server that is hosted by GoDaddy as a Virtual Private Server (VPS). If this GoDaddy server should not be accessible, the Product (both Hardware and Software) may not be operational until the server is restored by GoDaddy. While it is expected that this downtime may be less than 24 hours, certain situations may take additional time. Roth Technologies, LLC makes monthly backups of the VPS and has made provisions to quickly restore the necessary MySQL databases to make the Product operational.

- The End User may be instructed to install a modified version of the Software so that a substitute MySQL database is utilized to support the Product.
- Roth Technologies, LLC is NOT responsible for any End User expenses due to a GoDaddy Server crash
- Roth Technologies, LLC is NOT responsible for any test records lost in the time period between a VPS Backup and the hypothetical GoDaddy Server crash.
- Provisions are provided to the User that allows you to download and store Test Records offline via the mDATA™ program (at no charge)
- The User may setup and host their own MySQL Server and/or contract with a third party if a higher MySQL service level is required. We will not charge you anything for supporting this service.
- In the event of a GoDaddy Server crash that affects your operation, you will be given a three month service contract at no charge for MeasureOHM® data storage for storing End User Test results.

MAINTENANCE FEES: The Product utilizes a remote/offsite MySQL Server to store test parameters but more importantly to store the End User's Test results. In order to utilize the Product, a Yearly Maintenance Fee is required to be paid by the End User to Roth Technologies, LLC to access the MySQL Server to store the test results only but NOT to store test parameters. Failure to pay the required Maintenance Fee will result in discontinuation of test records storage to the MySQL Server.

PRE-COMMERCIAL RELEASE OR BETA SOFTWARE. If the MeasureOHM®, mDATA™, and/or mSPECIFY™ Software You have received with this EULA is a pre-commercial release or a beta version, then You understand that the Software is pre-release, non-commercial version and does not represent a final product of ROTH TECHNOLOGIES, LLC. The Software may contain bugs, errors and other problems that could cause computer system failures and data loss. THEREFORE, ALL PRE-RELEASE OR BETA SOFTWARE IS PROVIDED ON AN

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LIMITED AND RESTRICTED WARRANTY. The Product (both Hardware and Software) when properly installed and under normal use will substantially conform to the features and functionality as set forth in the documentation accompanying the Product, however, the Software may contain normal bugs and errors. Therefore, the Software is provided on an "AS IS" basis with the understanding that bug fixes and Updates will be provided from time to time. This warranty is valid only for the original purchaser of the Software. **YOU ASSUME ALL RESPONSIBILITIES FOR CHOOSING, INSTALLING, AND USING THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROTH TECHNOLOGIES, LLC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS.**

The User of the MeasureOHM® Product understands that the User is responsible for the test connections from the MeasureOHM® Hardware and the User's Test Device. Failure of the MeasureOHM® Product to properly measure the Test Device Resistance properties due a defect in the User's test connection is NOT considered to be a defect in the MeasureOHM® product. We provide a feature in the MeasureOHM® Software that supports the mandatory daily testing of a GOOD and BAD Gage R&R in order for you to ensure that your test system is setup properly.

SOME STATES OR COUNTRIES DO NOT ALLOW THE WARRANTY EXCLUSION OR LIMITATIONS; THE ABOVE LIMITATION MAY NOT APPLY TO YOU. In such instances and as long as You obtained the MeasureOHM® Product from ROTH TECHNOLOGIES, LLC, or a ROTH TECHNOLOGIES, LLC authorized reseller, ROTH TECHNOLOGIES, LLC may remedy substantial defects of the Software at its reasonable discretion by (a) providing a patch, Update or replacement of the Software, or (b) asking for return of the Software and cancelling the EULA. You are entitled to a reduction of the purchase price or a rescission of the EULA only if ROTH TECHNOLOGIES, LLC has repeatedly failed to remedy the defect after a reasonable period of time. Since this software is for business purposes only, your claims under this clause are time-barred for a period of twelve (12) months (based on product SHIP DATE from ROTH TECHNOLOGIES, LLC). If You alter the Software in any way without being authorized by ROTH TECHNOLOGIES, LLC, ROTH TECHNOLOGIES, LLC will not remedy defects caused by such alteration and You are liable for any damages incurred by ROTH TECHNOLOGIES, LLC due to Your unauthorized alteration. **IF YOU INSTALL PRE-RELEASE VERSION PRODUCTS MARKED AS SUCH, YOU DO SO AT YOUR OWN RISK.** Pre-release version products are to be used only for test purposes in testing environments and must not be used for production purposes. To make a warranty claim You must provide a detailed error description to ROTH TECHNOLOGIES, LLC.

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GENERAL. This EULA is governed by the laws of the United States and the State of Texas, without reference to conflict of laws principles. Any dispute between You and ROTH TECHNOLOGIES, LLC regarding this EULA will be subject to the exclusive venue of the state and federal courts in the State of Texas. This EULA specifically excludes the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such 'Convention', if otherwise applicable. Except as expressly set forth herein to the extent permitted by applicable law, this EULA shall not prejudice the non-excludable, statutory rights of any party dealing as a consumer. This EULA is the entire agreement between You and ROTH TECHNOLOGIES, LLC and supersedes any other communications or advertisements with respect to the Software and documentation. The Hardware, Software, or any feature or part thereof, may not be available in all languages or in all countries.

If and to the extent any provision of this EULA is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable but only to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. No term or provision in the EULA will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach. No modifications or amendments to this EULA will be binding upon ROTH TECHNOLOGIES, LLC unless made in writing and duly executed by You and an authorized representative of ROTH TECHNOLOGIES, LLC.