



Warranty and Terms of Use

labZY hardware, software and associated data

Please read these terms carefully before using LABZY's hardware, software and associated data! By using LABZY's hardware, software and associated data, you signify your consent to these Terms of Use.

I. DEFINITIONS

1. COMPANY means LABZY, LLC.
2. HARDWARE means any or all devices and accessories developed, manufactured, marketed, sold, distributed, or provided by the COMPANY at no cost for evaluation or any other purpose included but not limited to nanoMCA, nanoXRS, and nanoDPP products.
3. SOFTWARE means software applications developed by the COMPANY included but not limited to the labZY-MCA software application and the configZY software application.
4. DATA means data and results that are produced by the HARDWARE or processed by the SOFTWARE or data and results that are stored electronically by the SOFTWARE included but not limited to radiation spectra, device configurations, firmware files, and FPGA design files.
5. END USER means any person or legal entity [can a user be another machine, if so, need to include it in the definition] that uses or incorporates in another machine or system the HARDWARE , the SOFTWARE or the DATA regardless of the way the HARDWARE , the SOFTWARE or the DATA have been obtained by the person or the legal entity.
6. CUSTOMER means any person or legal entity that purchases or obtains for evaluation or testing the HARDWARE from the COMPANY or the COMPANY's resellers.
7. TERMS means the Terms of Use as set forth in section III of this document.

II. WARRANTY

Limited Warranty

HARDWARE. The COMPANY warrants that commencing from the date of shipment to the CUSTOMER (and in case of resale by a COMPANY's reseller, commencing not more than sixty (60) days after original shipment by the COMPANY), and continuing for a period of one year, the HARDWARE will be free from defects in material and workmanship under normal use. This limited warranty extends only to the original CUSTOMER of the HARDWARE. CUSTOMER's sole and exclusive remedy and the entire liability of the COMPANY under this limited warranty will be, at COMPANY's discretion either repair or replacement of the HARDWARE within the warranty period. COMPANY's obligations hereunder are conditioned upon the issue of a Return Material Authorization (RMA) by the COMPANY to the CUSTOMER and upon the return of the defective HARDWARE to the COMPANY.

Restrictions. The above Limited Warranty does not apply if the HARDWARE (a) has been altered or disassembled, (b) has not been installed or operated in accordance with instructions supplied by COMPANY, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for evaluation, testing or demonstration purposes.

SOFTWARE. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Disclaimer of Warranty

EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY COMPANY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE

WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

III. TERMS OF USE

1. The END USER agrees to operate the HARDWARE and to use the SOFTWARE and the DATA within the limits of all specifications and operating conditions as specified by the COMPANY in all related, publicly available documents and/or all documents supplied to the END USER by the COMPANY.
2. The COMPANY reserves the right to make changes without notifying the END USER to any or all specifications and operating conditions as specified by the COMPANY in all related, publicly available documents and/or all documents supplied to the END USER by the COMPANY.
3. The use of the HARDWARE, the SOFTWARE and/or the DATA is the sole responsibility of the END USER once these TERMS become in effect. The END USER becomes and remains the only party liable for any liabilities that may arise from the use of the HARDWARE, the SOFTWARE and/or the DATA once the TERMS become and remain in effect as set forth in section IV of this document.
4. The COMPANY does not authorize the use of the HARDWARE, the SOFTWARE and/or the DATA either directly or indirectly in any life-saving application, life-supporting application and/or any application that may endanger human life or the life of animals. The END USER becomes and remains the only liable party and bears complete responsibility and liability for such use once the TERMS become and remain in effect as set forth in section IV of this document.
5. The COMPANY does not authorize the use of the HARDWARE, the SOFTWARE and/or the DATA either directly or indirectly in any application that may cause human or animal injuries including but not limited to: injuries leading to disability, injuries causing diseases, injuries causing death, injuries that may affect third parties. The END USER becomes and remains the only liable party and bears complete responsibility and liability for such use once the TERMS become and remain in effect as set forth in section IV of this document.
6. The COMPANY does not authorize the use of the HARDWARE, the SOFTWARE and/or the DATA either directly or indirectly in any application that may cause

property damage or property destruction including but not limited to: damage to or destruction of real estate property, damage to or destruction of transportation vehicles, damage to or destruction of computers and other data processing equipment, damage to or destruction of electronic equipment, damage to or destruction of industrial installations, damage to or destruction of research facilities or research equipment. The END USER becomes and remains the only liable party and bears complete responsibility and liability for such use once the TERMS become and remain in effect as set forth in section IV of this document.

7. The COMPANY does not authorize the use of the HARDWARE, the SOFTWARE and/or the DATA either directly or indirectly in any application that is prohibited by the law, or any application that violates international treaties and agreements, or any application that is against the humanity. The END USER becomes and remains the only liable party and bears complete responsibility and liability for such use once the TERMS become and remain in effect as set forth in section IV of this document.

8. The END USER may not disassemble the HARDWARE and the SOFTWARE or modify the DATA integrity. The END USER becomes the only liable party and bears complete responsibility and liability for any and all liabilities that may arise from such actions regardless if the TERMS are in effect or the TERMS are not in effect.

9. The END USER agrees to provide the TERMS to any third party the END USER transfers to for use the HARDWARE, the SOFTWARE and/or the DATA.

IV. GENERAL PROVISIONS

1. The TERMS become in effect if any one of the following takes place:

- a) The END USER supplies power to the HARDWARE
- b) The END USER installs the SOFTWARE
- c) The END USER obtains DATA from the HARDWARE
- d) The END USER obtains DATA from the SOFTWARE

2. Once the TERMS become in effect the TERMS unconditionally apply to the COMPANY and to the END USER regardless if the END USER accepts the TERMS or the END USER rejects the TERMS.

3. These TERMS are terminated and have no further effect to the END USER and the COMPANY if all of the following has taken place:

- a) The END USER returns and the COMPANY receives the HARDWARE;
- b) The END USER uninstalls the SOFTWARE and removes all associated computer files, and
- c) The END USER destroys all DATA.

4. The END USER is solely responsible for any or all liabilities as defined in the TERMS resulted from the use of the HARDWARE, the SOFTWARE and/or the DATA while these TERMS were in effect regardless if these terms have been terminated subsequently.

5. The COMPANY must supply these TERMS to the END USER either as a paper copy or electronically if these TERMS are not available publically. The COMPANY may make these TERMS publically available on its web site. If these TERMS are publically available the COMPANY has no obligation to explicitly supply them to the END USER or to notify the END USER of their availability.