# END USER LICENSE AGREEMENT

This copy of GenFIT ("the Software Product") and accompanying documentation is licensed and not sold. This Software Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Burks GenCore Co., Inc., GenCore International or GenCore Candeo, Ltd or its subsidiaries, affiliates, and suppliers (collectively "Genesis") own intellectual property rights in the Software Product. The Licensee's ("you" or "your") license to download, use, copy, or change the Software Product is subject to these rights and to all the terms and conditions of this End User License Agreement ("Agreement").

#### Acceptance

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND DOWNLOADING THE SOFTWARE PRODUCT OR BY INSTALLING, USING, OR COPYING THE SOFTWARE PRODUCT. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO DOWNLOAD OR INSTALL THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL, USE, OR COPY THE SOFTWARE PRODUCT.

#### **License Grant**

This Agreement entitles you to install and use one copy of the Software Product..

## **Restrictions on Transfer**

Without first obtaining the express written consent of Genesis, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software Product.

## **Restrictions on Use**

You may not use the Software Product to monitor activity on a radio network that you do not have permission to monitor. You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software Product.

### **Restrictions on Alteration**

You may not modify the Software Product or create any derivative work of the Software Product or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Software Product.

# Disclaimer of Warranties and Limitation of Liability

UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY GENESIS, GENESIS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Genesis makes no warranty that the Software Product will meet your requirements or operate under your specific conditions of use. Genesis makes no warranty that operation of the Software Product will be secure, error free, or free from interruption. YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. GENESIS WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

UNDER NO CIRCUMSTANCES SHALL GENESIS, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SOFTWARE PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF GENESIS OR ANY OTHER PARTY, EVEN IF GENESIS IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS GENESIS'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

#### Governing Law, Jurisdiction and Costs

This Agreement is governed by the laws of Texas, without regard to Texas's conflict or choice of law provisions.

# Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.