

Single User License Agreement

Single end-user license agreement for AS-Photonics, LLC software m1SNLO a version of SNLO running as a MATLAB app or running as a standalone application under MATLAB runtime.

1) This agreement grants you, the computer software end-user, the following rights to use this product:

a) Either

i) You may install and use your copy of m1SNLO on any PCs used exclusively by you,

OR

ii) Your copy of m1SNLO may be used by an unlimited number of people on a single PC

b) You may not rent, lease, or lend m1SNLO to any party.

c) Support services. AS-Photonics, LLC may provide you with support services related to m1SNLO. The provision and use of support services is governed by AS-Photonics, LLC policies described online. Any supplemental software code provided you as part of the support services shall be considered part of the m1SNLO product and subject to the terms of this agreement. If you provide technical information to AS-Photonics, LLC as part of the support service, AS-Photonics, LLC may use the information for its business purpose, including for product updates and development. AS-Photonics, LLC will use its best efforts to avoid using the information in a form that identifies you.

d) m1SNLO is protected by copyright and trademark laws and international treaty provisions. You must treat m1SNLO like any other copyrighted material for archival purposes only.

e) You may not alter, merge, modify, adapt, reverse engineer, decompile, or disassemble m1SNLO unless express authorization to do so is given to you by AS-Photonics, LLC.

2) Limited warranty:

a) AS-Photonics, LLC warrants that m1SNLO will, for a period of one year from the date of your receipt, perform substantially in accordance with AS-Photonics, LLC' written materials accompanying it.

b) Support shall be substantially as described in written materials provided by AS-Photonics, LLC.

- c) AS-Photonics, LLC will make reasonable efforts to solve any problem with mLSNLO.
- d) Some states do not allow disclaimers of limitations to the duration of an implied warranty, so the above one year limit may not apply to you.
- e) You expressly acknowledge and agree that use of mLSNLO is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and efforts is with you.
- f) To the extent not prohibited by law, in no event shall AS-Photonics, LLC be liable for personal injury, or any incidental, special, indirect or consequential damages, including without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use mLSNLO, however caused, regardless of the theory of liability, and even if AS-Photonics, LLC has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury or of incidental consequential damages so this limitation may not apply to you.

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