SOFTWARE LICENSE AGREEMENT

By installing, copying, or otherwise using the Test and Measurement (TAM) software, including User's Guide, any associated components, media, printed materials, an electronic documentation ("Software"), the user agrees to the following terms and conditions of this Software License Agreement ("Agreement).

- 1. **License.** DCG Systems, Inc. hereby grants the user a non-exclusive license to use, copy, and distribute unmodified copies of the Software, in object code form, the media on which it is contained and the manual that accompanies it (the "Software") in accordance with this Agreement. Any merged portion of the Software will continue to be bound by the terms and conditions of this Agreement and the user must reproduce and include all copyrights or proprietary rights in the Software. The user may permanently transfer all of its rights under this Agreement, provided the recipient agrees to its terms.
- 2. **Restrictions**. The user may not reverse engineer, de-compile, or disassemble the Software. The user may not rent, lease, or lend the Software. The user may not charge any fees for the copy or use of the Software itself. The user must not represent in any way that it is selling the Software itself. The user's distribution of the Software will not entitle it to any compensation from DCG Systems Inc. The user must distribute a copy of this license agreement with any copy of the Software and anyone to whom it distributes the Software is subject to this Agreement. The user may not use the Software to perform any unauthorized transfer of information or for any illegal purpose.
- 3. **Copyright.** The Software is owned by DCG Systems, Inc., and is protected by the copyright laws of the United States and other countries and international treaty provisions. DCG Systems, Inc. retains all copyrights, trade secrets and other proprietary rights in the Software, including the rights to make and license the use of all copies. Therefore, the user may make no copies of the Software, or the written materials that accompany the software, or reproduce it in any way, except as set forth above.
- 4. **Terms.** This license is effective until terminated. The user may terminate it at any time by returning or destroying the software and accompanying materials and notifying DCG Systems, Inc. of its actions.
- 5. **Confidentiality**. THE SOFTWARE CONTAINS CONFIDENTIAL INFORMATION AND TRADE SECRETS PROPRIETARY TO DCG SYSTEMS, INC. DISASSEMBLY OR DECOMPILATION OF THE SOFTWARE IS PROHIBITED. THE USER AGREES TO NOT DISCLOSE THIS INFORMATION TO A THIRD PARTY.
- 6. NO WARRANTIES. DCG Systems, Inc. expressly disclaims any warranty for the Software. THE SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.
- 7. **General**. The invalidity of any portion or provision of this Agreement shall not affect any other portions or provisions. This Agreement shall be governed by the laws of California. This Agreement is the complete and exclusive agreement between the user and DCG Systems, Inc. regarding the Software, and it supersedes any prior agreement, oral or written, and any other communication between the user and DCG Systems, Inc. relating to the subject matter of the Agreement. Any amendment or modification of this Agreement must be in writing and signed by both parties. If the user does not agree to the terms of this Agreement, the user must not install or use the Software.