

## END-USER LICENSE AGREEMENT FOR SLM UTILITY G3 AND G4 SOFTWARE

**IMPORTANT – READ CAREFULLY:** This END USER LICENSE AGREEMENT ("EULA") is a legal agreement between you (either an individual or a single entity, and referred to herein as "you" or "End User") and the Larson Davis Division of PCB Piezotronics, Inc. ("Larson Davis"). It contains pertinent terms and conditions that pertain to Larson Davis' SLM Utility G3 software and SLM Utility G4 software provided with its Sound Level Meters (as defined herein) (collectively with associated media, printed materials (including the product manual) and/or electronic documentation, the "Software").

**YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING OR OTHERWISE USING THIS SOFTWARE. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS EULA, DO NOT INSTALL, COPY OR USE THE SOFTWARE.**

- I. **NOTICE:** This program is protected by copyright laws, trade mark and international copyright treaties, as well as other intellectual property laws and treaties. This Software is licensed, not sold. Unauthorized reproduction or distribution of this program, or any portion of it, may result in severe civil and criminal penalties, and violators will be prosecuted to the maximum extent possible under law.

### GRANT OF LICENSE:

- II. **SOFTWARE:** You are granted a perpetual, non-exclusive license to install and use the SLM Utility G3 or the SLM Utility G4 software, as applicable, to collect data from or for use with one or more Larson Davis Model 831 or LxT sound level meters (collectively, with all future compatible devices or hardware, the "Sound Level Meters") at facilities owned, leased or controlled by you ("License").

### RIGHTS AND LIMITATIONS:

- III. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION and DISASSEMBLY; NO DERIVATIVE WORKS:** End User shall not: (1) make copies of, or otherwise duplicate, any Software, any software or firmware embedded within any device (including any component of such device) to which the Software relates, or any executable software provided to End User for the purpose of updating or fixing any such software or firmware; (2) use any such software or firmware for any purpose other than its intended purpose with respect to the applicable device; or (3) decompile or disassemble the code of any such software or firmware. You may not create derivative works based on the Software or any part thereof.
- IV. **SEPARATION OF COMPONENTS:** The Software is licensed as a single product. Its component parts may not be separated for use with Sound Level Meters at more than one geographic location. Reference your manual or online help for instructions to install the Software on multiple computers at the facility at which your server is located, or at multiple geographic locations for the sole purpose of accessing data collected from the facility at which your server is located.
- V. **NO SUBLICENSE; LIMITATION ON TRANSFER OR ASSIGNMENT:** You may not sublicense or, except in accordance with Section VI, transfer or assign your rights under this EULA.
- VI. **SOFTWARE TRANSFER:** Upon written notice to Larson Davis, you may permanently transfer all of your rights under this EULA, provided you retain no operational copies, but only in connection with a transfer of the Sound Level Meters instrument and Software (including all hardware, component parts, media and printed materials, any upgrades, this EULA, any other related materials), and the recipient agrees in writing to the terms of this EULA (with such written agreement to be provided to Larson Davis). If the Software has been upgraded, any license transfer must include the latest held version of the Software. The transfer will be effective only upon completion of all requirements set forth in this paragraph. Any transfer of the Software without full compliance with this paragraph will be deemed a violation of this License and the transfer will be considered null and void.
- VII. **TERMINATION:** Without prejudice to any other rights, Larson Davis may terminate this EULA if you fail to comply with any of the terms and conditions of this EULA. In such event, immediately upon your receipt of written notice of such termination, you must destroy all copies of the Software, all of its component parts, and all documentation.
- VIII. **COPYRIGHT:** All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software), the accompanying printed materials, and any copies of the Software product are owned by Larson Davis, or its partners, parents, subsidiaries and/or suppliers. The Software is protected by copyright laws and international treaty provisions. You may copy the printed materials accompanying the Software for use solely by the purchaser (or permitted transferee) of this License without the express written consent and approval from Larson Davis.
- IX. **SALES AND DISTRIBUTION:** Only Larson Davis and authorized sales distributors of Larson Davis are allowed to distribute and sell the Software. You may not distribute the Software in any manner, including, without limitation, via the Internet, "ftp" (file transfer protocol) for the Internet or otherwise, without the express written consent of Larson Davis. You may provide a hyperlink from your Internet page to ours for information purposes and/or

provide others within the organization of the purchaser of this License direct access to the Software. ([www.larsondavis.com](http://www.larsondavis.com)). Larson Davis reserves the right to require you to terminate any such hyperlink in its sole discretion by providing written notice to you, and upon your receipt of such notice, you shall immediately terminate such hyperlink.

- X. **REPRODUCTION:** The end-user may make copies of the Software for use solely by others within the same organization, but subject to the limitations on usage otherwise set forth herein (e.g., single server, data collection at a single site, etc.). You do not have the right to allow the Software to be used by any third party.
- XI. **CERTAIN USES PROHIBITED:** You may not use the Software product in any defamatory, libelous or other unlawful manner. You may not use the Software product in any movie or other form of promotional endeavor without the express written consent from Larson Davis.
- XII. **LIMITED WARRANTY:** The Software to which this License applies has been provided to the End User in connection with the purchase of Sound Level Meters. Larson Davis warrants that the Software for which a License has been purchased will perform substantially in accordance with the accompanying written materials (the "Documentation") for a period of one (1) year from the date of delivery. Customer Support Services provided by Larson Davis are described in applicable written materials provided to you by Larson Davis. Our support staff will make commercially reasonable efforts to solve any issue in which the Software for which a License has been purchased fails to comply with the Documentation during the warranty period. If an implied warranty is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you may also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED AND COMMUNICATED TO LARSON DAVIS DURING THE LIMITED WARRANTY PERIOD (ONE (1) YEAR FROM DATE OF DELIVERY). AS TO ANY DEFECTS IDENTIFIED AND/OR COMMUNICATED TO LARSON DAVIS AFTER THE ONE (1) YEAR PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software, if any, are limited to one (1) year.
- XIII. **DISCLAIMER OF WARRANTIES:** EXCEPT AS SET FORTH IN SECTION XII, LARSON DAVIS, ITS PARTNERS, PARENTS, SUBSIDIARIES AND SUPPLIERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.
- XIV. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LARSON DAVIS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF LARSON DAVIS OR ANY SUPPLIER, AND EVEN IF LARSON DAVIS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- XV. **LIMITATION OF LIABILITY AND REMEDIES:** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Larson Davis and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder shall be limited to the greater of: (i) the actual damages you incur in reasonable reliance on the Software, but in no event to exceed the amount actually paid by you for the Software or (ii) U.S. \$5.00. The foregoing limitations, exclusions and disclaimers set forth in this Agreement (including, without limitation, those contained in Sections XII, XIII and XIV), shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
- XVI. **NO WARRANTY FOR ANY EVALUATION LICENSE:** SOFTWARE USED UNDER AN EVALUATION OR DEMO LICENSE IS PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY USE OF THE SOFTWARE UNDER AN EVALUATION OR DEMO LICENSE WILL BE AT YOUR SOLE RISK.
- XVII. **EXPORT RESTRICTIONS:** The Software may be subject to the export control laws and regulations of the United States, the European Union and other jurisdictions. You hereby agree to comply with all domestic and

international export control laws and regulations that apply to the Software. These laws include restrictions on destinations, end users and end use.

**XVIII. MISCELLANEOUS:** This EULA is governed by the laws of the State of New York, without regard to principles of conflicts of law. The exclusive venue for any dispute shall be the State or Federal Courts located in Erie County, New York. Should you have any questions concerning this EULA, please feel free to contact Larson Davis:

Larson Davis, A Division of PCB Piezotronics, Inc.  
3425 Walden Avenue  
Depew, NY 14043, USA  
Attn: Legal Dept.  
Email: info@larsondavis.com

**XIX. ENTIRE AGREEMENT; SEVERABILITY:** This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and Larson Davis relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Larson Davis policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

---

Larson Davis, a Division of PCB Piezotronics, Inc.  
SLM Utility G3 and G4 Rev 1 – April 2014