

Terms of Use

Issued July 2007

<http://www.termsofuse.rohde-schwarz.com/>

LEGAL NOTICE: PLEASE READ THESE TERMS AND CONDITIONS BEFORE DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE PROGRAMS, INFORMATION, METHOD DESCRIPTIONS, PICTURES, GRAPHS, DATA SHEETS AND OTHER CONTENTS (HEREINAFTER REFERRED TO AS "PRODUCTS"). ALL USE OF THE PRODUCTS IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW.

TO INSTALL THE PRODUCTS, THE USER MUST FIRST AGREE TO THE FOLLOWING TERMS AND CONDITIONS BY CLICKING THE "I AGREE" BUTTON AND THEN THE "NEXT" BUTTON. IF THE USER DOES NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, THE USER MUST CLICK THE "I DO NOT AGREE" BUTTON BELOW. NOTWITHSTANDING ANY STATEMENTS TO THE CONTRARY IN THIS NOTICE, INSTALLING OR OTHERWISE USING ANY OF THE PRODUCTS INDICATES THE USER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Terms and Conditions of Use

The User shall be entitled to view and download the PRODUCTS, including enhancements and documentation if any. The use of the PRODUCTS shall be free of charge. The User shall not be entitled to change, modify or alter the PRODUCTS, unless the right to do so is expressly stipulated in the PRODUCTS. The right to use the PRODUCTS requires the prior acceptance of these Terms and Conditions of Use (hereinafter referred to as "Terms and Conditions").

Grant of License

Rohde & Schwarz GmbH & Co. KG (R&S) is willing to provide the User with a limited, nonexclusive right to use the PRODUCTS.

Restrictions

The User may not decompile, disassemble, reverse engineer, adapt, or create derivative works of the PRODUCTS.

R&S offers limited support for the PRODUCTS at its sole discretion and reserves the right to update the contents of the program and its associated files, documentation and/or other elements.

Copyright

The PRODUCTS are owned by R&S and are protected by copyright laws and international treaty provisions. Therefore, the User must treat the PRODUCTS like any other copyrighted material. The User may not copy the written materials accompanying the PRODUCTS. The User may make copies or adaptations of the PRODUCTS only for archival purposes or only when copying or adaptation is an essential step in the authorized use of the PRODUCTS. The User must reproduce all copyright notices in the original PRODUCTS on all permitted copies or adaptations. Except as provided here, the User may not copy, modify or translate the PRODUCTS

or disable any of their features. The User may not copy the PRODUCTS onto any public or distributed network or service bureau. In addition, the User may not lease, rent or sublicense the PRODUCTS without R&S's prior written consent.

Exclusion of Warranty

The PRODUCTS shall be made available to the User free of charge and without any warranty ("AS IS"). R&S shall in particular not give any warranty for the PRODUCTS being correct and complete or suitable for a specific purpose. In addition, R&S shall not warrant the PRODUCTS to be free from third-party rights. Those third parties may protect their rights in the event of any violation of these Terms and Conditions.

Liability

R&S shall only be liable in case of intent or gross negligence. This limitation shall not apply in case of injuries to life, body or health.

Consequential Damages

IN NO EVENT SHALL R&S, ITS EMPLOYEES OR SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR FOR ANY INDIRECT, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF R&S OR ITS EMPLOYEES OR SUPPLIERS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES/STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, THE LIABILITY OF R&S, ITS EMPLOYEES OR LICENSORS OR AFFILIATES SHALL BE LIMITED TO € 500 IN SUCH CASES.

Termination

R&S may terminate the Terms and Conditions upon notice for failure to comply with any of these Terms and Conditions. Upon termination, the User must immediately destroy the PRODUCTS, together with all copies, adaptations and merged portions in any form.

Miscellaneous

If any provision of these Terms and Conditions is held invalid, the offending clause shall be modified so as to be enforceable and, as modified, shall be fully enforced, and the remainder of these Terms and Conditions shall continue in full force and effect. Product and company names used herein are trademarks or trade names of their respective companies.

Applicable Law / Jurisdiction

These Terms and Conditions shall be governed and construed exclusively by German law. The competent courts of Munich shall have jurisdiction insofar as permitted by law.

Published by

ROHDE & SCHWARZ GmbH & Co. KG
Mühlendorfstraße 15, 81671 München, Germany

Phone: +49 89 41 29 - 0
Fax: +49 89 41 29 12 164
E-mail: info@rohde-schwarz.com
CustomerSupport@rohde-schwarz.com
Internet: <http://www.rohde-schwarz.com>

Represented by the Executive Board: Michael Vohrer (President & CEO), Manfred Fleischmann (President & COO), Christian Leicher (President & COO)

Commercial Register (of Amtsgericht München) No. HRA 16 270
Personally Liable Partner: RUSEG Verwaltungs-GmbH · Place of Business: München
· Commercial Register (of Amtsgericht München) No. HRB 7 534
VAT Registration No. DE 130 256 683
WEEE-Registration No. DE 24043786