**IMPORTANT NOTICE -- READ CAREFULLY**: This License For Customer Use of Areca Software ("LICENSE") is the agreement which governs use of the Software of Areca Technology Corporation and its subsidiaries ("ARECA") downloadable here from. By downloading, installing, copying, or otherwise using the Software, you agree to be bound by the terms of this license. If you do not agree to the terms of this license, do not download the Software. This Software License Agreement applies to all of our downloaded Software as well as all of our Software sold for physical shipment.

### 1. DEFINITIONS

**1.1 User.** User means the entity or individual that downloads the Software.

## 2. GRANT OF LICENSE

- **2.1 Rights and Limitations of Grant.** Areca hereby grants user the following non-exclusive, non-transferable right to use the Software, with the following limitations:
  - **2.1.1 Rights.** User may install and use one copy of the Software on a single computer, and except for making one back-up copy of the Software, may not otherwise copy the Software. This license of Software may not be shared or used concurrently on different computers.
  - **2.1.2 Linux/FreeBSD Exception.** Notwithstanding the foregoing terms of Section. Software designed exclusively for use on the Linux or FreeBSD operating systems, or other operating systems derived from the source code to these operating systems, may be copied and redistributed, provided that the binary files thereof are not modified in any way (except for unzipping of compressed files).
  - **2.1.3 Limitations.** No Reverse Engineering. User may not reverse engineer, decompile, or disassemble the Software, nor attempt in any other manner to obtain the source code.

No Separation of Components. The Software is licensed as a single product. Its component parts may not be separated for use on more than one computer, nor otherwise used separately from the other parts. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DISTRIBUTE OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.

### 3. COPYRIGHT

All title and copyrights in and to the license (including but not limited to all images, text, and other information incorporated into the license), the accompanying printed materials, and any copies of the license, are owned by ARECA or its suppliers. The license is protected by copyright laws and international treaty provisions. Accordingly, user is required to treat the license like any other copyrighted material, except as otherwise allowed pursuant to this lincese and that it may make one copy of the license solely for backup or archive purposes. This license is not a sale of the license.

#### 4. TERMINATION

This license will automatically terminate if user fails to comply with any of the terms and conditions hereof. In such event, user must destroy all copies of the Software and all of its component parts.

Defensive Suspension. If user commences or participates in any legal proceeding against ARECA, then ARECA may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this license during the pendency of such legal proceedings.

### 5. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY

- **5.1. No Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND ARECA DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Without limiting the foregoing, you are solely responsible for determining and verifying that the Software that you obtain and install is the appropriate version for your model of graphics controller board, operating system, and computer hardware.
- 5.2. No Liability for Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ARECA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ARECA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 6. MISCELLANEOUS

If any provision of this license is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This license is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This license may only be modified in writing signed by an authorized officer of ARECA. User agrees that it will not ship, transfer or export the software into any country, or use the Software in any manner, prohibited by the United States Bureau of Industry and Security or any export laws, restrictions or regulations.

# 7. THIRD PARTY PROGRAMS

The Software contains third party programs. The license terms with those programs apply to your use of them.

### 8. TRANSFER TO A THIRD PARTY

- **8.1. Software Other Than ARECA Anytime Upgrade.** The first user of the Software may make a one time transfer of the Software, and this agreement, directly to a third party. The first user must uninstall the Software before transferring it separately from the device. The first user may not retain any copies.
- **8.2. ARECA Anytime Upgrade Software.** You may transfer the Software directly to a third party only with the licensed device. We may not keep any copies of the Software or any earlier version.
- **8.3. Other Requirements.** Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the Software. The transfer must include the proof of license.

### 9. RESTRICTIONS

The Software is licensed, not sell, distribute, cede, rent or lease or otherwise transfer or assign the right to use the Software (except as allowed above) nor transfer it by network for commercial use, either in whole or in part, without a specific license from ARECA to do so. You must comply with any technical limitations in the Software that only allow you to use it in certain ways. You are expressly prohibited from decompiling, disassembling, reverse engineering, or reducing the Software (code or protection device) to a humanly perceivable form for any purposes whatsoever. You are expressly prohibited from adapting, translating or creating any derivative works based in whole or in part on the Software.

## 10. APPLICABLE LAW

- **10.1. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- **10.2. Outside the United States.** If you acquired the Software in any other country, the laws of that country apply.

# 11. LEGAL EFFECT

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the Software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.