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1. Giga-tronics Incorporated ("Giga-tronics") and its licensors grant you a limited license to use the program in connection with the associated Giga-tronics' test and measurement instrumentation. You may only use the program in connection with Giga-tronics' test and measurement instrumentation and such use shall be limited to the country in which the program was originally distributed to you. In this Agreement you may be referred to collectively as the "Parties" and singly as a "Party".

2. The program and all intellectual property rights therein shall at all times remain the property of Giga-tronics Incorporated. You acknowledge that any and all Giga-tronics' representatives, agents and distributors are a direct and intended third party beneficiary of this Agreement and may enforce it.

3. Except as provided in this Agreement, you may not copy, modify, reverse engineer or decompile the program; or transfer, sublicense, otherwise distribute or otherwise enable a third party to use the program.

4. This license is effective until terminated. You may terminate it at any time by deleting the program from all your devices. This Agreement shall automatically terminate if you fail to comply with this Agreement, whether Giga-tronics provides you with notice or not. Upon the termination of this Agreement, all licenses and rights to use the Software granted under this Agreement shall terminate, and Sections 2 to 12 inclusive shall survive.

5. EXCLUSIONS OF WARRANTIES: THE PROGRAM IS FURNISHED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. GIGA-TRONICS DOES NOT WARRANT THAT THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE. GIGA-TRONICS HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ANY OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE ABOVE EXCLUSIONS OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.



6. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL GIGA-TRONICS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, LOSS OF DATA OR FOR ANY OTHER REASON WHATSOEVER, REGARDLESS OF LEGAL THEORY, AND WHETHER ARISING IN TORT OR CONTRACT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. **U.S. Government Restricted Rights.** If procured by, or provided to, the U.S. Government, the Software is a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users acquire the rights set out in this Agreement for the Software consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of this Software and related documentation is further restricted by the terms and conditions of this Agreement. Manufacturer is Giga-tronics Incorporated, 4650 Norris Canyon Road, San Ramon, California 94583.

8. **U.S. Export Requirements.** The Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulation in other countries ("Export Control Laws"). Without the prior written consent of Giga-tronics, you will not re-export the Software to any country outside of the country of initial installation of the Software and in no event will you re-export the Software to any embargoed or terrorist supporting country, as such may be designated from time to time in the Export Control Laws. Embargoed and terrorist supporting countries as of October 2008 included Balkans, Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Liberia, Sudan, Syria, and Zimbabwe. If such consent is granted, you shall strictly comply with all applicable Export Control Laws and shall obtain all necessary export control licenses to export or re-export the Software from the country of the initial installation of the Software. You will indemnify, defend and hold harmless Giga-tronics, and their successors, affiliates, directors, officers, employees and agents from and against any liabilities, damages, expenses, fines or penalties incurred as a result of the export or re-export by you of the Software any country outside of the country of the initial installation of the Software.

9. **Relationship and Assignment.** Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. You shall not assign this Agreement, in whole or in part, to any entity without Giga-tronics' prior written consent. Any assignment without such consent shall be null and void. This Agreement will be binding upon and inure to the benefit of the successors and the permitted assigns of the respective parties in this Agreement.



10. Construction. The limitations of liability, exclusions of damages and warranty disclaimers stated in this Agreement shall apply to the maximum extent permitted by applicable law even if any remedy fails its essential purpose. No failure by any party to exercise, and no delay by any party in exercising, any right, power or remedy with respect to the obligations secured hereby will operate as a waiver of any such right, power or remedy. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable the remaining provisions will continue in full force and effect to the maximum extent permissible without being impaired or invalidated in any way.

11. Governing Law and Arbitration. This Agreement shall be governed in all respects by the published laws of the State of California, County of San Francisco.

12. Entire Agreement. This Agreement constitutes the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter hereof. This Agreement may not be modified except in writing signed by a duly authorized representative of each party. No usage of trade or other regular practice or method of dealing between the parties hereto, including without limitation any invoice, purchase order or requisition, shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement. If you have any questions concerning this Agreement, please write to:

Giga-tronics Incorporated, 4650 Norris Canyon Road, San Ramon, California 94583, U.S.A.,  
Attention: General Counsel.