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Issued June 8, 2010 (PF 0095.9046.00 V01.01)

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Product Support

R&S offers a limited support for the PRODUCT at its sole discretion on voluntary basis and reserves the right to update the contents of the PRODUCT and its associated programs, files, documentation and/or other elements.

Liability

R&S shall only be liable in case of intent and gross negligence. This limitation shall not apply in case of injuries of life, body or health. Mandatory liability pursuant to product liability law shall remain unaffected.

Consequential Damages

In no event shall R&S be liable for (i) any indirect, consequential or economic damages, and (ii) loss of profit, risk/replacement purchase, interruption of business, loss of production, contractual claims of third parties, loss of data due to a software error and loss of interest.

Revocation

R&S may revoke the License upon notice for failure of the User to comply with any of these TERMS AND CONDITIONS. Upon revocation, the User shall immediately stop the use and immediately return or destroy the PRODUCT, together with all copies, adaptations and merged portions in any form. In case of destruction the User shall prove such destruction if requested by R&S.

Applicable Law / Place of Jurisdiction

These TERMS AND CONDITIONS and the contractual relationship between the User and R&S shall be governed by German law, excluding the provisions on conflict of laws. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

The courts of Munich shall have exclusive jurisdiction in case of any disputes arising directly or indirectly from the contractual relationship, provided that the User is a businessman, a body corporate, a legal entity under public law, or a special fund under public law. R&S shall also have the right to take legal actions at the User's domicile.

Miscellaneous

If any provision of these TERMS AND CONDITIONS are held invalid, the offending clause will be modified so as to be enforceable and, as modified, shall be fully enforced, and the remainder of these TERMS AND CONDITIONS will continue in full force and effect.

ROHDE & SCHWARZ GmbH & Co. KG, Muehldorfstr. 15, 81671 Munich, Germany