

Mini-Circuits Product Purchase & Software License Agreement

Your purchase of the Mini-Circuits Product, and installation and use of the Mini-Circuits Product software (including, without limitation, any additions, corrections, updates, modifications, upgrades and Releases to such software that Mini-Circuits actually makes available to Purchaser at Mini-Circuit's sole discretion), and any content contained in any of the foregoing (collectively, the "Software") is governed by the following terms and conditions ("Terms"). Your installation and use of the Software is expressly conditioned upon your acceptance of and compliance with the Terms. You are required to scroll through the Terms below before clicking the "I Agree" button below.

ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE INSTALLING OR USING THIS SOFTWARE. INSTALLING OR USING THIS SOFTWARE INDICATES THAT YOU ACCEPT THESE TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT INSTALL OR USE THIS SOFTWARE.

1. Acceptance. The following Terms apply to all purchasers of the Mini-Circuits Product who also use the

Software, and these Terms constitute a legal agreement between you and your company (collectively,

"Purchaser"), on the one hand, and Mini-Circuits, on the other hand. By using the Software, Purchaser

represent and warrant that: (i) it has or that an appropriate representative of Purchaser has read,

understands and agrees to be bound by the Terms and such representative has the power, authority and legal right to use the Software in accordance with these Terms on behalf of Purchaser; (ii) the use of this Software by such representative on behalf of Purchaser has been duly authorized by all requisite action, corporate or otherwise; and (iii) these Terms are a valid, legal and binding obligation of Purchaser and its representatives, enforceable in accordance with its terms. If Purchaser or its representative does not agree to these Terms, neither Purchaser nor its representative can use the Software. Mini-Circuits may amend these Terms from time to time, without notice, which amendments will be posted on Mini-Circuit's website at www.minicircuits.com (the "Website") and will become effective upon posting. Purchaser's continued use of the Software after posting shall constitute Purchaser's acceptance of and agreement to be bound by the amended Terms. The Terms supplement and are in addition to: (x) any applicable written agreement(s) between Mini-Circuits and Purchaser; and (y) any of Mini-Circuit's then applicable policies; and (z) Mini-Circuit's standard terms and conditions, which are applicable, and which are located at <https://www.minicircuits.com/MCLStore.jsp> (the items referenced in (x), (y) and (z) are collectively referred to as the "MC Terms"). In the event there is any conflict between these Terms and the terms contained within any other applicable document (including, without limitation, the MC Terms), the terms which are more favorable to Mini-Circuits, as determined by Mini-Circuits, shall apply.

Reference to the terms "you", "your" or "yourself" in these Terms refers to both you and your company,

collectively, unless otherwise expressly indicated.

2. Warranty. (a) Subject to the provisions set forth below and paragraph 5, Mini-Circuits warrants only to

the first purchaser of the Mini-Circuits Product (the "Part") that on the date

of shipment, the Part will

conform to Mini-Circuit's applicable specification sheet in effect on the date of shipment, as may be

further amended by Mini-Circuits from time to time, provided that the Part is used with compatible

components in appropriate environments, within the applications and ranges for which they were

manufactured, and in accordance with instructions, assumptions and conditions stated in Mini-Circuit's

applicable specification sheets and technical data, and provided further that they have not been used

outside of absolute maximum ratings stated in the applicable specification sheet or adversely affected by

another component or element within or outside of a given system or subject to improper installation,

improper maintenance, a Software Issue, abuse, accident, negligence, alteration, misuse or the like.

Conformance to applicable specification sheets will be based on Mini-Circuit's then applicable

established test performance criteria and measurement instructions, as determined by Mini-Circuits. The

term "Software Issue" means that the Part fails to conform to applicable specification sheets due to an

error, defect, failure or malfunction of the Software.

The warranty period for the Part (excluding the Software) will be for a period of twelve (12) months after

shipment from Mini-Circuit's applicable plant, unless another period is specified. The sole and exclusive

remedy available under this limited warranty is the repair or replacement of the Part furnished by Mini- Circuits which Mini-Circuits determines to be defective during the warranty period specified by Mini- Circuits or, if Mini-Circuits determines that this exclusive remedy fails its essential purpose, the

purchaser will, at its option, be entitled to a refund of the purchase price for the products in question or a credit therefore.

(b) LIMITATION OF WARRANTY. THERE ARE NO OTHER WARRANTIES HEREUNDER, WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES CONCERNING INFRINGEMENT OR THE LIKE OR OTHERWISE ARISING UNDER COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. UNLESS A STATEMENT IS SPECIFICALLY IDENTIFIED IN THESE Terms AS A WARRANTY, THE STATEMENTS MADE HEREIN RELATING TO THE Part ARE NOT EXPRESS WARRANTIES BUT ARE MERELY MINI-CIRCUIT'S OPINION OR COMMENDATION OF THE Part.

ANY DESCRIPTION OF THE Part SPECIFIED HEREIN IS NOT INTENDED TO BE A WARRANTY, BUT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE Part AND IT DOES NOT CONSTITUTE A WARRANTY THE Part WILL CONFORM TO THAT DESCRIPTION. SIMILARLY, THE USE OF ANY SAMPLES, GRAPHS, DATA CURVES, MODELS, OR DRAWINGS IS ONLY FOR ILLUSTRATIVE PURPOSES AND DOES NOT CONSTITUTE A WARRANTY THE Part WILL CONFORM WITH SUCH SAMPLES, GRAPHS, DATA CURVES, MODELS, OR DRAWINGS.

3. WAIVER OF CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES WILL MINI-CIRCUITS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, OR LOST PROFITS, EXPENSES OR LOSSES DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SALE OR USE OF THE Part OR USE OF THE Software FURNISHED

BY MINI-CIRCUITS REGARDLESS OF WHETHER THE LIABILITY RESULTED FROM ANY GENERAL OR PARTICULAR REQUIREMENT OR NEED WHICH MINI-CIRCUITS KNEW OR SHOULD HAVE KNOWN OF.

4. Access to Warranty Statement and Terms. For a full statement of the limited warranty offered by Mini-

Circuits with respect to the Part and the exclusive rights and remedies thereunder, together with Mini-

Circuit's limitations of warranties and limitation of liability, please refer to Mini-Circuit's standard purchase

order acknowledgment form. If you do not have this form, please contact a Mini-Circuits

representative and one will be provided promptly. Alternatively, visit Mini-Circuit's website.

To access go to www.minicircuits.com/MCLStore/terms.jsp.

5. Software License. (a) In conjunction with Purchaser's purchase of the Part, Mini-Circuits grants

Purchaser a limited, revocable, non-exclusive, non-transferable license to use the Software (in object

code form) only in connection with using the Part in accordance with the provisions hereof (the

"Purpose") and for no other purpose whatsoever. Accordingly, Purchaser may not: (a) modify,

distribute, publish or transmit the Software for any public or commercial purpose; (b) copy, replicate,

or reproduce the Software in any form, or by any means, without prior written permission from Mini-

Circuits; (c) reverse-engineer, decompile, disassemble, or translate the Software; (d) attempt to

derive the source code of the Software; or (e) use the software other than for the Purpose. Purchaser

hereby acknowledges and agrees that the Software, related documentation, source code, object

code, fonts, and any related intellectual property, together with all additions, corrections, updates,

modifications, upgrades, and Releases thereto and any content contained in any of the foregoing

(collectively, the "Software IP") are the sole and exclusive property of Mini-Circuits and that Purchaser

has no right, title, or interest in any of the Software IP. Purchaser owns only the media on which the

Software IP is recorded, but Mini-Circuits retains sole and exclusive ownership of the Software IP

itself. Accordingly, this is merely a license to use the Software subject to

the provisions hereof and

not a transfer of any other interest nor is it a transfer of title. Except and only to the extent expressly

provided herein, Mini-Circuits shall not be deemed to have granted to Purchaser any right, license, or

other intellectual or proprietary interest, express or implied, in or to any of the Software IP.

(b) All applicable rights to patents, copyrights, trademarks, and trade secrets in and to the Software

and Software IP shall be and remain the sole and absolute property of Mini-Circuits.

(c) Purchaser agrees to keep the Software and Software IP and all related documentation of any of

the foregoing confidential and not to disclose, make available or otherwise distribute such Software or

Software IP to any third party.

(d) THE SOFTWARE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, WARRANTIES CONCERNING INFRINGEMENT OR THE LIKE), ALL OF WHICH ARE HEREBY WAIVED.

6. Software Releases. From time to time Mini-Circuits may, in its discretion, offer Purchaser an

opportunity to acquire Maintenance Releases and Update Releases (collectively, "Releases") to the

Software, it being understood that Mini-Circuits shall have no obligation to offer or provide any

Releases. Releases may be provided free of charge or subject to additional fees, all as specified by

Mini-Circuits from time to time.

To the extent Mini-Circuits subsequently makes available or provides Releases to Purchaser, such

Releases will be deemed to constitute "Software" for all purposes of these Terms, and such Releases

will remain subject to the terms and conditions hereof.

For purposes hereof, the term "Maintenance Releases" means a release offered by Mini-Circuits to its

customers for the purpose of correcting known errors in the Software. The term "Update Releases"

means a release offered by Mini-Circuits to its customers for the purpose of improving features or

functionality of the Software.

7. Warnings, Acknowledgments and Qualifications. Purchaser hereby acknowledges and agrees to the

following:

(a) Warning: The Software is provided to Purchaser with the express understanding that any technical results or data generated by the Part and/or Software does not constitute any technical or professional advice or opinions rendered by Mini-Circuits, and, accordingly, Mini-Circuits assumes no liability in connection with the use of such technical results or data.

(b) Warning: Mini-Circuits is not responsible for the completeness, accuracy, and reliability of the Software or the technical results or data derived from the Part or the Software, or the use of such Software or the technical results or data derived therefrom. Purchaser's installation of the Software is done so at Purchaser's sole discretion and risk and Purchaser is solely responsible for any loss of data or damage to any computer that may result from the installation of such software by Purchaser. Mini-Circuits does not guarantee or warrant that the Mini-Circuits Product or Software is compatible with, will interface with, or will perform in accordance with, Purchaser's computers, products, systems, or operating systems and Mini-Circuits hereby waives any and all liability in connection therewith. In addition, Mini-Circuits does not guarantee or warrant that the Software is free of viruses, time bombs, Trojan horses, worms, and other damaging computer programming routines or harmful components.

8. Miscellaneous

(a) The parties acknowledge and agree that these Terms shall be a contract made in the United States, State of New York. All questions pertaining to the validity, construction, execution and performance of these Terms shall be construed and governed in accordance with the domestic laws of the State of New York (including, without limitation, the UCC), without giving effect to principles of (i) comity of nations or (ii) conflicts of law, and these Terms shall not be governed by the provisions of the U.N. Convention on Contracts for the International Sale of Goods.

(b)(i) Any controversy or claim arising out of or relating to these Terms, or the breach hereof, shall be settled by arbitration in accordance with the United States Arbitration Act and administered by the American Arbitration Association in accordance with its commercial arbitration

rules, and judgment on

the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

The arbitration proceedings shall be conducted before a panel of three (3) neutral arbitrators. The

place of the arbitration shall be in New York, New York. Any award in an arbitration initiated under

these Terms shall be in accordance with New York law, as more particularly specified in

subparagraph (a) of this section. The successful party will be entitled to be awarded all costs,

including reasonable attorney's fees, paid or incurred by such prevailing party during the course of

the arbitration proceedings.

In any arbitration initiated under these Terms, the arbitrators will have no authority to award (i)

injunctive or other equitable relief, or (ii) consequential, exemplary, incidental, indirect or special

damages, lost profits or punitive or other damages not measured by the prevailing party's actual

direct damages, except as may be required by statute and then only to the extent such requirement

cannot, as a matter of law, be waived. Any award shall include no injunction or direction to any party

other than the direction to pay damages in accordance with the provisions hereof.

(ii) Except as required by law, neither party nor any arbitrator may disclose the existence, content or

results of any arbitration hereunder without the prior written consent of Mini-Circuits and Purchaser.

(iii) If either party fails to proceed with arbitration as provided herein or unsuccessfully seeks to stay

such arbitration, or fails to comply with any arbitration award, or is unsuccessful in vacating or

modifying the award pursuant to a petition or application for judicial review, the other party shall be

entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other

party in successfully compelling such arbitration or defending against the attempt to stay, vacate or

modify such arbitration award and/or successfully defending or enforcing the award.

(c) By installation and use of this Software, Purchaser agrees to be bound by all applicable laws and

regulations that may pertain to the Software, and Purchaser agrees that the

Software will not be used, removed or exported from the United States or re-exported or released (i) to any of the following countries or a national thereof: Cuba, Iran, North Korea, Sudan, Syria or any country specified in Country Group E (as specified in the then current Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations) or (ii) to any Entity as specified in Entity List Supplement No. 4 to Part 744 of the U.S. Export Administration Regulations or other country except in compliance with, and with all licenses, license exceptions and approvals required under, the U.S. Export Administration Regulations and all other applicable United States and foreign export laws, rules, restrictions and regulations, including those of the U.S. Department of Commerce and other applicable United States agencies and authorities, as amended from time to time. Diversion therefrom contrary to U.S. law is prohibited. If Purchaser chooses to install or use this Software from outside the United States, Purchaser does so on its own initiative and is responsible for compliance with applicable local laws.

(d) Purchaser hereby reaffirms and agrees that the sales of Parts by Mini-Circuits to Purchaser are governed by the MC Terms, which are applicable. These Terms and the MC Terms constitute and contain the entire agreement between Mini-Circuits and Purchaser with respect to Purchaser's purchase of the Part and installation and use of this Software and supersedes and replaces all prior agreements, prepared or otherwise, whether written or oral, concerning Purchaser's purchase of the Part and installation and use of this Software.

(e) With regards to the Terms, Mini-Circuits shall have the right, at its sole discretion, to modify, add or remove any terms and conditions of the Terms from time to time without notice or liability to Purchaser. Any changes to the Terms shall be effective immediately following the posting of such changes on the Website. Purchaser agrees to review the Terms from time to time and agree that any subsequent use by Purchaser of this Software following changes to the Terms shall constitute Purchaser's acceptance of such changes.

(f) The provisions of these Terms shall survive the termination, cancellation, or expiration of this Agreement.

NOTE: THE TERMS REFERENCED ABOVE CONTAIN IMPORTANT INFORMATION ABOUT PURCHASER'S RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO PURCHASER. THEY CONTAIN LIMITATIONS OF LIABILITY AND WARRANTY INFORMATION. BY CLICKING THE "I AGREE" BUTTON BELOW PURCHASER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS. BY CLICKING THE "I DO NOT AGREE" BUTTON BELOW PURCHASER ACKNOWLEDGES THAT IT DOES NOT AGREE TO THE TERMS, AND PURCHASER WILL BE PREVENTED FROM DOWNLOADING, INSTALLING, OR USING ANY INFORMATION, DATA, OR CONTENT FROM MINI-CIRCUITS UNDER THIS SOFTWARE.