

**RADWIN License Agreement
for
ODU Manager**

This is a legal Agreement between you and RADWIN Corporation (“RADWIN”). Please read it.

The installer will install the ODU's manager application (“Manager”) on their PC. You can withdraw consent for Manager and updates to Manager by uninstalling the Manager.

This Agreement applies to the “Application” which is the Manager and any RADWIN (i) updates, (ii) supplements, (iii) internet-based services, and (iv) support services for Manager, unless other terms accompany those items.

By installing or using the Application, you accept this Agreement. If you do not accept it, please do not install or use the Application. If you comply with this Agreement, you are entitled to the rights mentioned below.

1. SCOPE OF RIGHTS.

- a. **License Grant.** Subject to this Agreement, you may install and use the Application on your computer devices.
- b. **Third Party Programs.** The Application may include third party programs that RADWIN, not the third party, licenses to you under this Agreement. Notices, if any, for the third party programs are included for your information only.

2. Linked units - The Manager is for use only with RADWIN wireless outdoor units (ODUs)

3. Using the firmware upgrade capability of the Manager Application is advisable only if suggested to do so by the RADWIN technical support team, and is under the sole responsibility of the user.

4. RESERVATION OF RIGHTS. The Application is licensed, not sold. This Agreement only gives you some rights to use the Application. RADWIN reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the Application only as expressly permitted in this Agreement. In doing so, you must comply with any technical limitations in the Application that only allow you to use it in certain ways as directed by RADWIN.

5. You may not

- work around any technical limitations in the Application;
- copy, reverse engineer, decompile or disassemble all or any portion of the Application;;
- publish all or any portion of the Application for others to copy;
- rent, lease or lend all or any portion of the Application, or
- use all or any portion of the Application for commercial software hosting services, or
- Transfer all or any portion of the Application or this Agreement to any other person.

6. **TITLE.** Title to the Application shall remain solely with RADWIN as shall all copyright and/or other proprietary right with regards to the Application.
7. **NO SUPPORT.** RADWIN is under no obligation to provide any support, updates, or additional materials for the Application.
8. **ENTIRE AGREEMENT.** This Agreement is the entire agreement for the Application.
9. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect provided the intent of the parties can be preserved.
10. **GOVERNING LAW AND VENUE.** This Agreement is governed by and construed in accordance with the laws of the Israel, without reference to its choice of law principles to the contrary. Each party hereby consents to the jurisdiction and venue of the competent courts of Tel Aviv, Israel, with regard to any suit or claim arising under or by reason of this agreement.
11. **LEGAL EFFECT.** This Agreement describes certain legal rights. You may have other rights under the laws of your country. This Agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
12. **NO ASSIGNMENT.** You may not assign this Agreement or any rights or obligations hereunder, except with RADWIN's express written consent. Any attempted assignment in violation of this section will be void.
13. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. THE APPLICATION IS PROVIDED AND LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. RADWIN GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, RADWIN EXCLUDES ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL RADWIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF REVENUE, DATA OR USE OR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, INCURRED OR SUFFERED BY YOU OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, BASED ON A WARRANTY OR OTHERWISE, EVEN IF RADWIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RADWIN'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED FIVE U.S. DOLLARS (US \$5). THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS DISCLAIMER AND THE LIMITATION OF LIABILITY ARE FUNDAMENTAL PARTS OF THIS AGREEMENT AND RADWIN WOULD NOT AGREE TO ENTER INTO THIS AGREEMENT WITHOUT SUCH DISCLAIMER AND LIMITATION.**

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