

RF Explorer – Firmware License End User License Agreement (“EULA”)

Effective Date: February 2, 2020 (or the date of your license purchase, whichever is later)

This End User License Agreement (the “EULA”) is a legally binding contract between **RF Explorer Technologies S.L.** (the “Company” or “Licensor”) and you (the “Licensee” or “User”) governing your purchase and use of RF Explorer firmware licenses tied to RF Explorer Spectrum Analyzer or Signal Generator devices (each, an “RF Explorer device” or “device”). By purchasing, activating, or using an RF Explorer firmware license (the “Licensed Software”), you acknowledge that you have read, understood, and agree to be bound by this EULA. If you do not agree to these terms, do not purchase or use the RF Explorer firmware license.

1. Grant of License

1.1 Perpetual, Device-Specific License. Subject to the terms of this EULA, the Company grants you a limited, non-exclusive, non-transferable, perpetual license to enable and use the Licensed Software on one specific RF Explorer device owned by you. Each license is **permanent** and has **no expiration date**. Licenses are **locked to the specific device** (identified by its serial number or unique identifier) and **cannot be transferred** to any other device or user. Once activated on a device, the license association is permanent and **irreversible**. The Licensed Software may be used only as expressly permitted in this EULA.

1.2 No Transfer or Sublicense. You may **not transfer, sell, rent, lease, sublicense, or assign** the license or the Licensed Software to any other person or device. The license is tied to you as the registered device owner and the specific device at the time of activation, and is **non-transferable except** if you sell or give away the device. Any attempt to share the license or circumvent the device-specific locking is a violation of this EULA.

1.3 Activation Procedures. Activation of the license requires following the Company’s official procedure using the RF Explorer Uploader or other provided activation tools. A valid internet connection and a compatible computer (Windows, macOS, or Linux) may be required. Upon successful activation, the Licensed Software becomes embedded in the device’s firmware. After activation, you may use the Licensed Software on that device from any computer without reactivation.

1.4 Firmware Compatibility and Upgrades. The license remains valid for the device’s current and future firmware versions. However, you **must not downgrade** the device’s firmware as doing so may **invalidate the license**. It is your responsibility to keep the device’s firmware updated to ensure uninterrupted access to the Licensed Software. The license covers all future software updates and features related to the licensed function on the device for the lifetime of the device. (Hardware warranties are separate and not governed by this EULA.)

2. Permitted Use and User Obligations

2.1 Authorized Use. You may use the Licensed Software only on the authorized RF Explorer device and only for its intended purposes (e.g., spectrum analysis, data logging, frequency-range extension, or other features for which you have obtained a license). You agree to use the device and software in compliance with all applicable laws and regulations, particularly those governing radio-frequency operation in your jurisdiction. You are responsible for how you use the device and Licensed Software.

2.2 Prohibited Conduct. You shall not engage in any of the following actions. Violation of these restrictions is a material breach of this EULA and may result in immediate termination of your license:

- **Reverse Engineering:** You will not reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying algorithms of the RF Explorer firmware or Licensed Software, except to the limited extent required by applicable law that cannot be waived by contract.
- **Circumvention of Technical Measures:** You will not disable or circumvent any technical restrictions, activation mechanisms, or security measures built into the device or firmware. This includes any attempt to bypass license enforcement or use the same license on multiple devices.
- **Unauthorized Sharing:** You will not copy, publish, distribute, or lend the Licensed Software, license keys, activation codes, or modified firmware to any third party. The license is for your personal use on the specified device only.
- **Use on Multiple Devices:** You will not attempt to use a single license on more than one device. Any attempt to clone or transfer a license between devices is prohibited.
- **Illegal or Harmful Use:** You will not use the RF Explorer device or Licensed Software for any unlawful purpose or in any manner that could infringe the rights of others or harm networks, devices, or systems. You will not use any network-based functionality of the Licensed Software to interfere with or disrupt networks, gain unauthorized access, or transmit malicious code.
- **Modification or Tampering:** You will not modify, alter, or tamper with the device's hardware, firmware, or software in order to change the license state or unlock features beyond what the Licensed Software authorizes. Any attempt to produce custom firmware or unauthorized patches that affect the licensed features is strictly prohibited.
- **Intellectual Property Violations:** You will not remove or obscure any copyright, trademark, or other proprietary notices from the device or the Licensed Software. You will not use the Company's trademarks, logos, or other intellectual property, except as expressly permitted by the Company or as required to refer to the product.

Violation of any of these provisions is grounds for immediate license termination (see Section 8).

2.3 Data and Backup Responsibility. You are solely responsible for backing up any data (e.g., recorded spectrum traces, device configurations) that you generate or store on the RF Explorer device or related

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PC software. The Company is not responsible for any data loss resulting from device malfunction, firmware updates, or other usage.

2.4 Export Compliance. You agree to comply with all applicable export control laws and regulations. RF Explorer devices and software may not be exported or re-exported to countries subject to embargoes or to prohibited end users. By using the device and Licensed Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such prohibited jurisdiction or on any U.S. or EU sanctions list.

3. Software Updates and Technical Support

3.1 Firmware and Software Updates. From time to time, the Company may release firmware and software updates to improve functionality or fix defects. As long as your license is valid and tied to an activated device, you are entitled to download and install any relevant firmware or software updates **without additional charge**. Updates are part of the Licensed Software and covered by this EULA. The Company does not guarantee updates on a fixed schedule but will make reasonable efforts to maintain backward compatibility and support for your licensed feature.

3.2 Support Services. The Company provides technical support to licensed users through its official channels (website support portal). Support includes assistance with license activation, troubleshooting device issues, and general usage questions. While the Company strives to respond promptly and effectively, it does not guarantee any specific response or resolution timeframe. Support is provided in accordance with the Company's standard support policies.

3.3 Scope and Limitations of Support. Support is limited to issues directly related to the operation of the RF Explorer device and the Licensed Software under normal usage conditions. The Company is not obligated to support problems arising from misuse (e.g., installation of unauthorized firmware, use outside recommended specifications, or third-party interference). The Company may require you to install the latest firmware or software updates as part of any troubleshooting procedure.

4. Fees, Refunds, and License Cancellation

4.1 Payment and Purchase. License purchase must be completed through the Company's authorized channels (e.g., official online store, authorized resellers). You agree to pay all specified fees at the time of purchase. Prices are as stated on the purchase page at the time you buy. License delivery and activation are processed only after the Company receives full payment.

4.2 All Sales Final After Activation. Once a license is **generated and submitted to you**, it becomes permanent and **non-refundable**. **All license purchases are final**—there is no right to cancel, return, or uninstall the license for a refund once activation is complete. Ensure you select the correct device and feature before completing your purchase.

4.3 Refunds Prior to Activation.

Notwithstanding Section 4.2, refunds will be issued **only** under the following circumstances, provided you promptly contact the Company and provide all required information:

a) Technical Failure to Record Activation.

If, due to a technical failure of the Company's servers or network, your license purchase is not successfully recorded in the Company's license system (such that activation on your device cannot proceed), you may request a full refund. You must provide proof of purchase and evidence that the license activation was not recorded. Upon verification, the Company will issue a refund within fourteen (14) business days of confirming the technical failure.

b) Duplicate Payment for the Same Device.

If you mistakenly pay for the same license for the same RF Explorer device more than once, you may request a refund of the duplicate amount. You must provide proof of purchase and the device's serial number. The Company will verify within ten (10) business days whether multiple purchases apply to the same device. If confirmed, the Company will refund the duplicate payment less a ten percent (10%) handling fee. If the Company cannot confirm the duplicate purchase for that device, or reasonably suspects fraudulent intent, the refund request may be denied.

4.4 Device Loss or Damage; License Replacement. Because licenses are tied to the device's serial number and cannot be transferred, the Company is not obligated to re-issue or transfer a license in the event your RF Explorer device is lost, stolen, or irreparably damaged. Under certain exceptional circumstances (e.g., a device failure under hardware warranty), the Company may, at its discretion, re-license a replacement device. However, this is not guaranteed. Handle your device and license codes with care, as the license is effectively part of the device.

5. Intellectual Property Ownership

5.1 Proprietary Rights. All intellectual property rights in the RF Explorer firmware, the Licensed Software, and any accompanying materials (including but not limited to software code, algorithms, graphics, logos, and documentation) are and shall remain the sole property of the Company and/or its licensors. The Licensed Software is **licensed, not sold** to you. Except for the limited rights expressly granted under this EULA, the Company retains all right, title, and interest in and to its software and technology. Any unauthorized use is an infringement of the Company's rights.

5.2 Copyright and Trademarks. The RF Explorer name, logo, and all related content provided with the device or software are protected by copyright and trademark laws. You shall not remove or obscure any copyright or trademark notices. You may not use the Company's trademarks except to accurately refer to the Company's products, unless you obtain prior written permission.

5.3 No Derivative Works. You shall not extract, reuse, or incorporate any part of the firmware or Licensed Software into other products or works, nor create derivative works based on the firmware or Licensed Software. Exceptions apply only to open-source components (e.g., the RF Explorer for Windows PC application, which is licensed under GPLv3) and only to those components' specific terms. The device firmware containing licensed features remains proprietary.

5.4 Feedback. If you provide feedback or suggestions regarding the RF Explorer device or Licensed Software, you agree that the Company may use, implement, and incorporate such feedback without restriction or compensation. Any improvements or modifications resulting from your feedback shall be the exclusive property of the Company.

6. Warranty Disclaimer

6.1 “As Is” Provision. The Licensed Software (including firmware updates) is provided **“AS IS” and WITHOUT WARRANTY** of any kind, whether express, implied, or statutory. To the maximum extent permitted by applicable law, the Company and its licensors disclaim all warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Company does not warrant that the Licensed Software will meet your requirements, operate uninterrupted, achieve any intended result, or be error-free.

6.2 No Warranty on Licensed Features. Activation may unlock additional device functionality (e.g., expanded frequency range). While the Company has tested these features, it makes no warranty that they will function in all potential use cases or environments. Any documentation describing features or specifications is for informational purposes and not a warranty commitment.

6.3 Hardware and Third-Party Warranties. This EULA does not alter or extend any hardware warranty for your RF Explorer device. Hardware warranties (if any) are governed by separate terms. The Company makes no warranty regarding compatibility or performance when the RF Explorer device is used with third-party hardware or software. Any warranties from third parties remain their sole responsibility.

6.4 Consumer Rights. Certain jurisdictions do not allow the exclusion of implied warranties or restrict disclaimers of liability. If applicable law grants you non-disclaimable rights, nothing in this EULA will prejudice those rights. To the extent permitted by law, the Company limits its liability as described in Section 7.

7. Limitation of Liability

7.1 Exclusion of Indirect Damages. To the fullest extent permitted by law, in no event shall the Company, its affiliates, officers, directors, employees, or licensors be liable for any **indirect, incidental, special, consequential, punitive, or exemplary damages** arising out of or in connection with this EULA, your use of (or inability to use) the RF Explorer device or Licensed Software, even if the Company has been advised of the possibility of such damages. This includes but is not limited to **loss of profits, loss of data, business interruption**, or other commercial or personal losses.

7.2 Aggregate Liability Cap. To the maximum extent permitted by law, the Company's **aggregate liability** for any claim arising from or relating to this EULA or the Licensed Software shall not exceed the total amount actually paid by you for the specific license at issue. If no payment was made (for example, if the feature was included at no charge), the Company's liability is limited to zero.

7.3 Exclusive Remedy. Your sole and exclusive remedy for dissatisfaction with the device or Licensed Software is to stop using it. If the hardware is physically defective, you may seek repair or replacement under the device's hardware warranty. This EULA does not provide additional remedies beyond those explicitly stated.

7.4 Exceptions. Nothing in this Section 7 shall exclude or limit the Company's liability for: (a) death or personal injury caused by the Company's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot, under applicable law, be excluded or limited.

8. Termination

8.1 Termination by the Company. The Company may terminate this EULA and revoke your license immediately if you fail to comply with any provision herein. Material breaches include, but are not limited to, unauthorized sharing of license credentials, reverse engineering, or other prohibited conduct. If terminated, the Licensed Software may be disabled (for example, via firmware update), and you must cease all use of the licensed features. You will not be entitled to a refund or any compensation.

8.2 Termination by You. You may terminate this EULA at any time by ceasing all use of the Licensed Software and (if feasible) removing any related software from your computer. Because the loan is device-permanent and non-refundable after activation, termination by you does not entitle you to any refund. Termination simply means you surrender your right to use the Licensed Software going forward.

8.3 Effect of Termination. Upon termination for any reason, all rights granted to you hereunder immediately cease. You must stop using the Licensed Software. Provisions that by their nature should survive termination—such as Sections 5 (Intellectual Property), 6 (Warranty Disclaimer), 7 (Limitation of Liability), 9 (Governing Law), and 10 (Miscellaneous)—will remain in full force and effect.

8.4 No Waiver. If the Company does not immediately enforce any right after a breach, it does not waive that right. Any waiver must be explicit and in writing.

9. Governing Law and Dispute Resolution

9.1 Governing Law. This EULA shall be governed by and construed in accordance with the laws of **Spain**, without regard to its conflict-of-law principles. If you are a consumer in another jurisdiction, you may also have mandatory rights under local consumer protection laws; nothing in this EULA is intended to reduce those rights.

9.2 Jurisdiction. Any dispute arising out of or relating to this EULA or your use of the RF Explorer device or Licensed Software shall be subject to the **exclusive jurisdiction of the courts of Spain**, specifically the competent courts in the province where the Company is located (unless mandatory law provides otherwise). Both parties consent to the jurisdiction and venue of these courts. Notwithstanding the foregoing, the Company reserves the right to seek injunctive relief or enforcement of its intellectual property rights in any jurisdiction.

9.3 Alternative Dispute Resolution. Prior to filing a lawsuit, the parties agree to attempt to resolve disputes through good-faith negotiations. If a resolution is not reached within thirty (30) days of written notice of dispute, the parties may pursue mediation or arbitration by mutual agreement. Any arbitration will be conducted under the rules of a recognized arbitration institution agreed upon by both parties, in a mutually acceptable location, and in the English language.

9.4 Attorneys' Fees. In any legal action or proceeding to enforce or interpret this EULA, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, to the extent allowed by law.

10. Miscellaneous

10.1 Entire Agreement. This EULA constitutes the entire agreement between you and the Company regarding the Licensed Software and supersedes all prior or contemporaneous communications, proposals, or representations, whether oral or written. Your ordering documentation, if any, is solely for your reference and does not modify this EULA.

10.2 Amendment. The Company may update or modify this EULA at any time. The updated version will be posted on the Company's website or delivered with a software/firmware update. If a revision is material, the Company will make reasonable efforts to notify you (e.g., via email or website notice). By continuing to use the Licensed Software after such changes become effective, you agree to be bound by the revised EULA. If you do not agree to the new terms, you must cease use of the Licensed Software.

10.3 Severability. If any provision of this EULA is found invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect. The invalid provision will be deemed modified to the minimum extent necessary to render it enforceable or, if modification is not possible, severed entirely.

10.4 No Partnership. This EULA does not create a partnership, joint venture, employment relationship, or agency between you and the Company. Both parties are independent contractors.

10.5 Assignment. You may not assign or transfer this EULA or any of your rights or obligations hereunder, except as expressly permitted by the Company in writing. Any unauthorized assignment is void. The Company may assign this EULA (in whole or in part) to an affiliate or successor in case of merger, acquisition, or reorganization, without notice to you and without affecting your rights.

10.6 Notices. All notices or communications to you may be provided electronically (via the email address you provided at purchase or via posting on the Company's website). Legal notices to the Company should be sent to the address or email specified on the official [Contact Us](#) page.

10.7 Language. This EULA is written in English. If translated into another language, the English version will prevail. All communications regarding this EULA shall be in English unless otherwise required by law.

By purchasing or activating your RF Explorer firmware license, you confirm that you have **read, understood, and agree** to this End User License Agreement. If you have any questions or concerns, please contact RF Explorer Technologies S.L. support before proceeding with your purchase.