



**CORPORATION**

# Updating firmware on 4G Dialler (106-250)

## Software Use Agreement

This Software Use Agreement ("Agreement") is entered into between NESS CORPORATION and "Customer"

**1. Grant of License** Company grants Customer a non-exclusive, non-transferable license to use the [Software Name] ("Software") solely for the purpose of flashing Customer's products in the field.

**2. Restrictions on Use** Customer agrees not to:

- Distribute, sell, or otherwise transfer the Software to any third party.
- Modify, reverse engineer, decompile, or disassemble the Software.
- Use the Software for any illegal or unauthorized purpose.

**3. Ownership** The Company retains all rights, title, and interest in and to the Software, including all intellectual property rights.

**4. Confidentiality** Customer agrees to keep the Software and any related documentation confidential and not to disclose it to any third party without the Company's prior written consent.

**5. Limitation of Liability** The Company shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of the Software.

**6. Termination** The Company reserves the right to terminate this Agreement and the Customer's license to use the Software at any time if the Customer breaches any term of this Agreement.

**7. Acknowledgment** By signing below, Customer acknowledges that they have read and understood this Agreement and agree to be bound by its terms.

### "Customer" Acceptance of Software Use Agreement

Company: \_\_\_\_\_ Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_