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The NetZoom Pro Software is licensed to you as an annual subscription where you are required to purchase subscription key (also known as “License key”) for each year. At the time of purchasing the Altima Technologies, Inc. an Illinois Corporation, USA

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license key, you must determine if Software will be installed on-premises or will be used as a Service (SAAS). The license key cannot be used to install On-premises for use as well as use as a Service (SAAS).

If installing On-Premises, you will be using your own infrastructure (hardware and software etc.) meeting the System Requirement for NetZoom Pro. On Premises installation has no limitation to Racks and cabinets.

If using as a service (SAAS) you will be using software application via infrastructure made available by Altima Technologies. On-Premises and SAAS usage limits your usage by number of Racks and cabinets. Each user license allows you to manage up to 50 Racks. Example: a five user subscription can be used to manage up to 250 Racks and cabinets without limitations to devices used in Racks and Cabinets. For an additional fee SAAS users can order a backup copy of Assets database.

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### **LICENSE PACK**

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You may install only one instance of Application Server and Web Client Software solely in accordance with the terms of this agreement.

3. You may create and maintain a backup installation of “NETZOOM Pro” for use in the event that your primary installation becomes damaged or needs to be uninstalled. Altima does not offer older versions of Products or updates. You may make one backup copy of the SOFTWARE on media. You may use it only to reinstall the SOFTWARE. You must reproduce and include the following copyright/proprietary notices on your backup copy of the SOFTWARE: Copyright © Altima Technologies, Inc. All Rights Reserved.

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During the term of this Agreement, ALTIMA shall be entitled to an independent audit of usage to determine compliance with the terms of the Agreement. The audit shall be to verify the number of authorized users and will be conducted in a manner to least likely disrupt the customer's business operations. While performing the audit described above on customer's premises, ALTIMA and its personnel will comply with all Customer's security procedures, rules, regulations, policies, holiday, and office/working schedules.

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**2. Severability.** Any provision of this EULA that is prohibited or unenforceable in any jurisdiction, in such jurisdiction, is ineffective to the extent of the prohibition or unenforceability, and any prohibition or unenforceability in any jurisdiction does not invalidate or render unenforceable the provision in any other jurisdiction. If any provision of this EULA is held or deemed to be or is inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions of this EULA or any law, statute, ordinance, rule, regulation, order, writ, decree or injunction, or for any other reason, the circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions in this EULA invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this EULA does not affect the remaining portions. If any provision of this EULA is held unenforceable by a court of competent jurisdiction, the remainder of this EULA shall remain in full force and effect to the extent necessary to effectuate the intent of the parties.

**3. Entire Agreement.** This EULA contains the entire agreement among the parties with respect to the subject matter and supersedes all prior agreements, proposals, representations, arrangements, or understandings, written or oral, with respect to the subject matter.



4. **No Third-Party Beneficiaries.** The parties agree that this EULA and the covenants made in it are made expressly and solely for the benefit of the parties and that no other person or entity is entitled or deemed to be entitled to any benefits or rights under this EULA, nor be authorized or entitled to enforce any rights, claims or remedies under or by reason of this EULA.

5. **Attorneys' Fees.** In any action or proceeding brought to enforce any provision of this EULA, or where any provision is validly asserted as a defense, the prevailing party is entitled to recover reasonable attorneys' fees, experts' fees, and costs from the non-prevailing party in addition to any other available remedy.

6. **Applicable Law.** This EULA will be governed and construed by the laws of the State of Illinois (incorporating such Federal rules, regulations and statutes or international treaties and as may be necessary) applicable to agreements made and to be performed entirely within the State and without regard to its principles or rules of conflicts of laws. Jurisdiction and venue for any dispute arising from this agreement or relating to the SOFTWARE shall be in the Eighteenth Judicial Circuit Court in DuPage County, Illinois and the parties specifically waive the right to bring any such action in any other jurisdiction or venue.

7. **Presumptions.** This EULA or any section thereof shall not be construed against ALTIMA due to the fact that the EULA or any section of it was drafted by ALTIMA.

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11. **Publicity.** ALTIMA may identify your company name only as a user of the SOFTWARE.

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