

PowerSNMP Network Manager License Agreement

A copy of the PowerSNMP Network Manager for Windows License Agreement follows.

IMPORTANT -- READ CAREFULLY BEFORE INSTALLING THE SOFTWARE.

When you install the application, you indicate your acceptance of the following PowerSNMP Network Manager License Agreement.

This is a legal agreement between you (either an individual or an entity) and DARTCOM INCORPORATED. ("DART COMMUNICATIONS"). Use of this software constitutes acceptance of the terms of this agreement. If you do not agree to the terms of this agreement, contact DART COMMUNICATIONS for other licensing options or promptly return the software and any accompanying items (including written materials, product key(s), or any other materials) to DART COMMUNICATIONS or its authorized distributor from which you received the software for a full refund.

1. GRANT OF LICENSE

- a. The enclosed DART COMMUNICATIONS software program (the "Licensed Software") may be used only by the registered user, on a single computer.
- b. Trial License. Licensed software can be installed without a serial number for testing purposes by the registered user, on a single computer. This installation type means you may use one copy of the PowerSNMP Network Manager software product identified above, which includes "online" or electronic documents (the "SOFTWARE") on a single computer for 30 days of use, after which this license shall terminate.
- c. Single-User License. License software can be installed for single-user operation by installing a single-user serial number supplied by DART COMMUNICATIONS or its authorized distributor. This installation type means you may use one copy of the SOFTWARE on a single computer. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g., hard disk or other storage device) of that computer.

2. COPYRIGHT

The Licensed Software is owned by DART COMMUNICATIONS and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Licensed Software like any other copyrighted material (e.g., a book or musical recording), except that you may either:

- i. Make one copy of the Licensed Software solely for backup or archival purposes, provided you reproduce and include DART COMMUNICATIONS' copyright and trademark notices, or
- ii. Transfer the Licensed Software to a single hard disk, provided you keep the original solely for backup or archival purposes.

3. OTHER RESTRICTIONS

a. You may not use, copy, or modify the files containing the licensed software, or any backup copy, in whole or in part, or translate such files into any other file format or language, except as expressly provided for in this agreement. You may not rent, lease or sublicense the Licensed Software.

b. You may not reverse engineer, decompile or disassemble the Licensed Software for any purpose whatsoever.

c. After installation, you may not copy SOFTWARE for use on any other computer.

4. TERM

Your license is effective upon payment for and installing SOFTWARE. You may terminate it at any time by destroying the Licensed Software together with all copies. It will also terminate upon conditions set forth elsewhere in this Agreement, or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy all copies of the Licensed Software, including any product keys, in any form, in your possession or under your control.

5. LIMITED WARRANTY

DART COMMUNICATIONS warrants that for a period of thirty (30) days from the date of receipt, the Licensed Software will perform substantially in accordance with the accompanying written materials. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY DART COMMUNICATIONS. DART COMMUNICATIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE LICENSED SOFTWARE AND ALL ACCOMPANYING MATERIALS.

6. CUSTOMER REMEDY

DART COMMUNICATIONS' entire liability and your exclusive remedy shall be, at DART COMMUNICATIONS' option, either:

a. Return of the price paid

b. Repair or replacement of the Licensed Software that does not meet DART COMMUNICATIONS' Limited Warranty and which is returned to DART COMMUNICATIONS within the warranty period.

The Limited Warranty is void if failure of the Licensed Software has resulted from accident, abuse or misapplication. Any replacement of Licensed Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

7. DISCLAIMER OF DAMAGES

You assume responsibility for, among other things:

i. The selection of the Licensed Software to achieve your intended results.

ii. The acquisition of other software (including any programming or operating system software) and/or equipment compatible with the Licensed Software.

iii. The installation, use and results obtained from the Licensed Software.

Further, inasmuch as the price paid for the license rights granted to you to use the Licensed Software may be substantially disproportionate to the value of products to be used in conjunction with the Licensed Software, and for the express purpose of limiting the liability against DART COMMUNICATIONS to an extent which is reasonably proportionate to the commercial value of this transaction, you agree that, to the maximum extent permitted by law, DART COMMUNICATIONS shall in no event be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use the Licensed Software, whether direct, indirect, incidental, consequential, special or otherwise, REGARDLESS OF THE FORM OF ACTION, even if DART COMMUNICATIONS has been advised of the possibility of such damages.

8. UPDATES & TECHNICAL SUPPORT

For a period of thirty (30) days from the date of your receipt of the Licensed Software, DART COMMUNICATIONS will make available to you Technical Support in the manner and under the guidelines set forth in the Licensed Software user documentation, which may be modified from time to time by DART COMMUNICATIONS at its discretion without notice. DART COMMUNICATIONS may, from time to time, revise or update the Licensed Software. In so doing, DART COMMUNICATIONS incurs no obligation to furnish such revision or updates to you. Updates and further support terms are available to you on the same basis as DART COMMUNICATIONS makes them available to its other licensees at then current prices.

9. GENERAL

This License is personal between you and DART COMMUNICATIONS. It is not transferable and any attempt by you to rent, lease, sublicense, assign or transfer any of the rights, duties or obligations hereunder, except as provided in Section 3, above, is void. This Agreement and the conduct of the parties hereto shall be governed by the laws of the State of New York.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DART COMMUNICATIONS WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND DART COMMUNICATIONS OR DART COMMUNICATIONS' AGENT(S) RELATING TO THE LICENSED SOFTWARE.