End User License Agreement

for

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a product of

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Traderegisternumber: FN 452551 t | UID Nummer: ATU 70996158

1   Software

This License Agreement is valid for the following SYMON Plugins

- SYMON Plugins for NetApp

- SYMON Plugins for Dell EMC

- SYMON Plugins for VERITAS

2   Ownership Rights and User Agreement

The software is the sole property of the creator. By purchasing this software, you acquire the right to use it for a limited period of time. The software may be used during the ACTIVE PERIODE. After this period has elapsed, the licence must be renewed or the software removed from all systems. Upon request, the buyer must confirm in writing to the creator or a third party commissioned by the creator that the software may be removed within a 30-day period otherwise the creator is authorized to charge the listed price for a further year.

- One subscription for one product family is needed to be licensed correctly

    - Only the highest in use model / tier is licensed – see tiering matrix: http://www.symon-monitoring.com/files/SYMON_Tiering.pdf

- Any number of systems in or under the licensed tier level can be monitored (exception: use of outsourcing, hosting or housing customers)

- It is a right of use during ACTIVE PERIODE

- The following maintenance services are included in the subscription:

    o Any additional, newly developed checks within the acquired bundles

    o All new features of the existing checks within the acquired bundles

    o Bug fixes for the checks within the acquired Bundles

    o Support new OS / firmware releases (if given interface compatibility)

- Upgrades (Bundle and / or tier) are available for respective price difference

3   Limitation of Liability

Use of the software is at your own risk. The creator **cannot** guarantee that either the software nor the supporting documentation is error-free. Any error functions in the software will be corrected by the creator providing it is technically possible and the effort justifiable. Should this not be possible, the buyer may withdraw from the contract and the money will be refunded. Any additional liability is herewith excluded.

4 Provisions of Use

The software was developed to automate data monitoring and data collection for trend analysis. The software may be used only within the respective organization. The software was **not** developed for use in an environment where personal injury or damage may be incurred as a result of use.

The software was developed to complement and not replace existing systems and/or processes. Therefore, the creator explicitly recommends the installation of an independent parallel monitoring system to the software in question.

Any form of rent, loan, or lease of the software, even sublicence in the form of a service to other organizations, is prohibited unless expressly agreed upon and confirmed in writing.

Use of the software outside of the above described purpose and environment is not permitted.

The software may not be reproduced, reverse engineered, or used to create similar products in any form.

5 Alpha-/Beta-Releases

Test versions (also referred to as „Alpha Releases ", „Beta-Release "or „unstable ") may only be used in test environments and not for production purposes. We recommend a detailed check of the results obtained from the software for correctness and feasibility.

6 Demo Releases

Demo versions (License Type) may only be used for preview purposes till the end of the active period (default is 30 days). After this period has elapsed, the licence must be purchased or the software removed from all systems.

7 Not for Resale (NFR) licenses

NFR software is available to partners in good standing for product demonstration and training purposes only. Under no circumstances may these NFR software copies be copied, resold, hosted or distributed to any third party or used for partner information processing or computing needs.

8 Audit

An auditor commissioned by the creator is permitted to examine the records and systems of the buyer not more than once per year in order to verify compliance with licence agreements. This right expires upon non-extension of the licence within two years of user rights expiry. All associated audit costs will be covered by the creator.

Should the buyer refuse an audit, he/she is obliged to pay the estimated licence fees to the creator.

9 Place of Jurisdiction

Vienna, Austria shall be the sole place of jurisdiction for any disputes arising from this „End User License Agreement ".