

NETZOOM SOFTWARE END-USER LICENSE AGREEMENT

Updated: January 1, 2012

Altima Technologies, Inc.

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For the purposes of this Agreement, “NETZOOM SOFTWARE” or “SOFTWARE” refers to the one or more of computer software and associated media (whether Flash drive, DVD, web-based or otherwise), printed materials, including online and electronic documentation, and all accompanying items including, but not limited to, libraries, data, images, shapes, templates, symbols, stencils, formulas and drawings collectively called “NETZOOM COMPONENTS” or “COMPONENTS”.

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ALTIMA grants you the following rights provided that you comply with all terms and conditions of this EULA. Each person must have his/her own subscription number to install and use the product.

A. INSTALLATION AND ACCEPTABLE USE

- i. A valid subscription number is required to install or reinstall NETZOOM SOFTWARE. If your subscription number is expired, you may continue to use NetZoom products, however certain features will be unavailable until a valid, unexpired subscription number is used to activate the software. Following is a list of features that will be unavailable if an expired subscription number is used.

NetZoom product – Library access, import, library updates, technical support, software updates, discovery

NetZoomDC product – Library access, import, technical support, library updates, software updates, request shapes

NetZoomDC Enterprise product – Library access, import, technical support, library updates, software updates, request shapes

NetZoom is a subscription based service and requires a valid (non-expired) subscription number to download or install the application. You may create and maintain a backup installation of NetZoom for use in the event that your primary NetZoom installation becomes damaged or needs to be uninstalled. We do not offer older versions of products or downloads for use with expired subscription numbers.

- ii. NetZoomDC and NetZoomDC Enterprise are also known as client-server (data server, application server, report server, client) products for use by multiple users. NetZoomDC and NetZoomDC Enterprise contains the following:
- "Server Software" provides data, services or functionality on your server(s).
 - "Client Software" allows a PC or Device to access the Server Software.

Server Software. You may make, use, and install only one instance of each Server Software solely in accordance with the terms of this agreement.

Client Software. You may install and update for use the Client Software in accordance with the user licenses to operate with the Server Software.

- iii. NetZoom and NetZoom Stencils are 'Single User Products'.
- You may install and update for use, one copy of the SOFTWARE on one device (Licensed Device), under the terms described in this EULA. The single primary user of the licensed device may access and use the SOFTWARE installed on the licensed device remotely from any other device. No other person may use the SOFTWARE under the same license at the same time for any other purpose. Single primary user may also install and update another copy on a portable computer, laptop, or home computer so long as the SOFTWARE is used by the same single primary user only.
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- v. You may not separate the components of SOFTWARE and install them on different devices.
- vi. If person's authorization to use a PC or device/computer ceases for any reason (e.g. termination of employment), then such person's authority to use the SOFTWARE on any device including a portable computer, laptop, or home computer will automatically cease.

B. PROHIBITED ACTIVITIES

- i. Trial or Demo version. Your rights to use trial/demo SOFTWARE are limited to the 7 days from the date of installation. After the expiration of the demo period you must remove the SOFTWARE from your computer/device.
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- iii. Installation and Use. You may not install, use, share, distribute, copy, reproduce, sell, transfer, rent, lease or assign the SOFTWARE except as expressly provided for in this EULA.

iv. You will not allow anyone who does not have a valid license to use the product. You will not install or allow access to the product by anyone via Intranet or via a public network such as the Internet.

Single User Products. You may not place the SOFTWARE or any of its components onto a server (unless you have obtained an additional license and agreement from ALTIMA).

v. Network. You may not use the SOFTWARE or any of its components on any network where it may be accessed and used by any person who does not have a valid license or subscription number or authorization to use the product

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xii. Law. You may not use the SOFTWARE for any purpose that is against the law.

xiii. Internet-based Services. You may not use Internet-based services offered in SOFTWARE in any manner that could harm others or impair use by others. You may not gain unauthorized access to any products, service, data, shapes, account, or network by any means.

xiv. Discovery. You must not use discovery feature in NetZoom software unless you have formal authorization to discover network elements.

C. AUDITING FOR COMPLIANCE

During the term of this Agreement, ALTIMA shall be entitled to an independent audit of the NetZoomDC and NetZoomDC Enterprise user logs 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 security procedures, rules, regulations, policies, holiday, and office/working schedules.

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11. Export Restrictions. The SOFTWARE is subject to United States export laws and regulations. You may not export or re-export the SOFTWARE or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the SOFTWARE. By using the SOFTWARE, you represent and warrant that you are not located in any country to which export of the SOFTWARE would be prohibited by any United States law or other applicable laws and regulations.

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(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) Contact. The latest contact information can be found at www.AltimaTech.com Should you have any questions concerning this Agreement, you may contact ALTIMA by calling 1-630-281-6464 (US Central time zone), faxing to 1-630-281-6460, e-mailing to Support@AltimaTech.com, or writing to:

Altima Technologies, Inc.
2300 Cabot Drive, Suite 535
Lisle, IL 60532, USA

(i) Technical support and Services. ALTIMA offers PAID Technical support and Services for NetZoomDC and NetZoomDC Enterprise products.

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Any unused paid service incidences will carry over to your renewal within 30 days of expiration. Should you choose not to renew, the paid service incidences will expire at the time your subscription does. There are no refunds for unused paid service incidences.

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