

# AUTOMATE LICENSE AGREEMENT

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Network Automation, Inc and its suppliers and resellers for the Network Automation, Inc software product identified above, which includes computer software and may include associated media, printed materials and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

## SOFTWARE PRODUCT LICENSE

AUTOMATE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

- Automation Software. You may install and use one copy of the SOFTWARE PRODUCT, or any prior version for the same operating system, on a single computer. Since the SOFTWARE PRODUCT is primarily used while machine is unattended -- you may **\*NOT\*** make a second copy for his or her exclusive use on a portable computer. Instead purchase a second license.
- Storage/Network Use. You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such the printed copy of this EULA, and you may use each copy in the manner specified above.
- License Pack. If you have acquired this EULA in a License Pack, you may make the number of additional copies of the computer software portion the SOFTWARE PRODUCT, authorized on the printed copy of this EULA, and you may use each copy in the manner specified above.

2. DESCRIPTION. As a network server, used only to install or run the SOFTWARE PRODUCT on your other computers over an internal network; however, **you must** acquire and dedicate a license for each separate computer on which the SOFTWARE PRODUCT is installed or run from the storage device A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different computers.

- Not for Resale Software. If the SOFTWARE PRODUCT is labeled "Not for Resale" or "NFR," then, notwithstanding other sections of this EULA, you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.

- Limitations on Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

- Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT unless permission is expressly granted in writing by Network Automation, Inc.

- Support Services. Network Automation, Inc may provide you with support services related to the ("Support SOFTWARE PRODUCT Services"). Use of Support Services is governed by the Network Automation, Inc policies and programs described in the user manual, in "online" documentation, and/or in other Network Automation, Inc - provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to Network Automation, Inc. as part of the Support Services, Network Automation, Inc may use such information for its business purposes, including for product support and development.

- Software Transfer. You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the License Certificate), and the recipient agrees to the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.

- Termination. Without prejudice to any other rights, Network Automation, Inc may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. UPGRADES. If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Network Automation, Inc as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4. COPYRIGHT. All title and copyrights in and the SOFTWARE PRODUCT, (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Network Automation, Inc or its suppliers. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may install the SOFTWARE PRODUCT on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT..

5. DUAL-MEDIA SOFTWARE. You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.

6. U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Network Automation, Inc /654 S. Western Ave. Los Angeles, CA 90005.

## MISCELLANEOUS

If you acquired this product in the United States, this EULA is governed by the laws of the State of California. If you acquired this product in Canada, the laws of the Province of Ontario, Canada govern this EULA. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commerce any litigation, which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

If this product was acquired outside the United States, then local law may apply.

Should you have any questions concerning this EULA, or if you desire to contact Network Automation, Inc for any reason, please write us at:

Network Automation, Inc  
Sales Information  
654 S. Western Ave  
Los Angeles, CA.

## LIMITED WARRANTY

LIMITED WARRANTY. Network Automation, Inc warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of thirty (30) days from the date of receipt, and (b) any Support Services provided by Network Automation, Inc shall be substantially as described in applicable written materials provided to you by Network Automation, Inc, and Network Automation, Inc support engineers will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to thirty (30) days.

CUSTOMER REMEDIES. Network Automation, Inc's and its suppliers' entire liability and your exclusive remedy shall be, at Network Automation, Inc's option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Network Automation, Inc's Limited Warranty and which is returned to Network Automation, Inc with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement of the SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Network Automation, Inc are available without proof of purchase from an authorized international source.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Network Automation, Inc AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Network Automation, Inc OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL 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 OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF NETWORK AUTOMATION, INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NETWORK AUTOMATION, INC'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S.\$5.00; PROVIDED. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

USE OF THIS PRODUCT FOR ANY PERIOD OF TIME CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AND SUBJECTS YOU TO ITS CONTENTS.

#### Copyright and Trademark Acknowledgements

The AutoMate software, the contents of this documentation, the Network Automation, Inc logo, and the AutoMate (white A with a blue circle around it) are trademarks of Network Automation, Inc.

Windows, Windows 95, Windows ME, Windows 2000, Windows NT ,Windows XP, Windows 2003, Windows Vista, Windows 2008, Windows 7 are trademarks of Microsoft Corporation. All other trademarks are property of their respective owners.

Documentation and the AutoMate software is copyright © 1996-2010, Network Automation, Inc.

All worldwide rights reserved.