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ALTIMA TECHNOLOGIES, INC.**

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In consideration of the above and the terms and conditions set forth below, it is agreed as follows:

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.

The terms of this EULA, and the rights granted herein, shall commence upon the INSTALLATION OR FIRST USE of the SOFTWARE by you as permitted by the license onto a device or devices which shall constitute full acceptance of all terms and conditions of this EULA. However, your rights under this EULA shall terminate immediately and without notice to you from ALTIMA upon the following:

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- (b) Any unauthorized transfer of possession or use of the SOFTWARE or COMPONENTS or any copy, derivative use or incorporation thereof in any other product or service
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- (d) Deactivation or destruction of the SOFTWARE
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- (f) Any of the prohibited activities as listed in section (D) herein.

Upon termination of your rights under this EULA, you agree to return to ALTIMA or destroy all copies of the SOFTWARE and any related documentation. You agree that a violation of this EULA shall terminate your rights under it to use the SOFTWARE and related COMPONENTS. Your obligation not to use, transfer or incorporate the SOFTWARE or any of its COMPONENTS shall survive the termination of your rights. You also agree that upon receipt by ALTIMA of sufficient evidence that you have violated any of the terms and conditions of this EULA, ALTIMA will terminate your license and refuse access to NETZOOM SERVICE.

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LICENSE PACK

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1. A valid subscription number (“license key”) is required to install or reinstall NETZOOM SOFTWARE. If your subscription number has expired, NetZoom Pro product will be unavailable until a valid, unexpired subscription number is used to re-activate the software:

“NetZoom Software” is sold with a subscription based service and requires a valid (non-expired) subscription number to download and install the application.

2. NETZOOM Pro is a web based application which includes database and Application server and web client.

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.

4. You may not separate the components of SOFTWARE and install them on different devices.

5. If a users’ authorization to use a PC or device/computer ceases for any reason (e.g. termination of employment), then such user’s authority to use the SOFTWARE on any device including a portable computer, laptop, or home computer will automatically cease.

D. PROHIBITED ACTIVITIES

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6. **Separation of Components.** The SOFTWARE is licensed as a single product, and its component programs and data may not be separated for use independently of each other in any manner at any time. User may not copy or extract shapes, components, underlying data or any other component of the SOFTWARE to bundle with any other product or distribute or publish them. The SOFTWARE or any of its COMPONENTS may not be shared with any other user who does not have a valid, current license to use the product.

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10. **Internet-based Services.** You may not use any Altima Internet-based services associated with the SOFTWARE in any manner which may damage, disable, overburden, or impair such services or interfere with any other party's use and satisfaction of them. You may not attempt to gain unauthorized access to any products, service, data, shapes, accounts, or networks associated with the Internet-based services.

11. **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.

12. **Publish.** You may not publish or publicly display the SOFTWARE or any of its components for others to copy or use.

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E. AUDITING FOR COMPLIANCE

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.

F. RESERVATIONS OF RIGHTS AND OWNERSHIP

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Activation is required to use the SOFTWARE including NetZoom services and support. When activating, the SOFTWARE will send User Information such as version, subscription number, user name, IP address, user name, email address to ALTIMA. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. You must have a valid, unexpired, (non-demo) subscription of the product to process the activation, and prevent unlicensed use. You can activate the SOFTWARE by Internet or telephone; Internet and telephone service charges may apply. The SOFTWARE may from time to time

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O. 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 laws and regulations 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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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.

8. **Contact.** The latest contact information can be found at www.AltimaTech.com. Should you have any questions concerning this Agreement, or if you desire to contact Altima for any reason, please use the address information provided herein. You may also 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

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10. **Updates.** Upgrades, as and when available, are offered via the product website for customers who have a valid subscription license.

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

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