

NETZOOM SOFTWARE END-USER LICENSE AGREEMENT

NetZoom, Inc.

Updated: Aug 1, 2019

This End-User License Agreement (“EULA”) is applicable to NETZOOM ENTERPRISE, NETZOOM PROFESSIONAL, NETZOOM BASIC, NETZOOM VISIO ADD-IN, NetZoom Mobile Scanner, NetZoom Mobile Application, NETZOOM SDK, referred here after as “PRODUCT” for the purposes of this agreement and NETZOOM VISIO STENCILS also referred herein as “Stencils”); “NETZOOM COMPONENTS”, which consist of the NetZoom Device Library, any embedded software components, third-party components, and related contents, including libraries; data files; images, symbols, or shapes; reports; templates; formulas and drawings; and associated media (Flash drive, DVD, web-based or otherwise), printed materials, including online and electronic documentation, and all accompanying items); and any associated “NETZOOM SERVICE”, which refers to access to PRODUCT software, libraries, shapes or stencils, updates, documentation, and technical support. If you are accepting this EULA, you must save a copy of this EULA for future reference.

The PRODUCT may include third-party components. The terms of use for such components are available within the component setup, the manufacturer’s website or on www.NetZoom.com.

For the purposes of this Agreement, “INSTALLATION” refers to the downloading, copying, or use of the PRODUCT on your computer.

This is a legal agreement between you, the “CUSTOMER”, (an individual, an entity or a business entity), and NETZOOM, INC. (“MANUFACTURER”) outlining the terms that govern your use of the PRODUCT. You must accept and adhere to these terms as presented and MANUFACTURER may refuse access to the PRODUCT and NETZOOM SERVICES if you do not comply with any part of this agreement. This agreement - along with all updates, supplements, Internet-based services, technical support, additional terms, product licenses, and MANUFACTURER’s policies – serve as the collective “agreement” between you and MANUFACTURER.

By installing, copying, downloading, or otherwise using the PRODUCT, you unconditionally agree to be bound by all the terms of this EULA and licensing. If you do not agree to all the terms of this EULA, do not complete the INSTALLATION of the PRODUCT or any of its components; promptly return the PRODUCT and destroy any copies and accompanying items, including written materials, to the place you obtained them for a refund (if applicable) or contact NETZOOM using the contact information provided in this agreement.

1. DEFINITIONS FOR NETZOOM PRODUCTS

“LICENSEE” – An organization that has paid for and holds a valid License to use the PRODUCT.

“LICENSE” – A unique alphanumeric sequence also known as a Subscription Number identifies a License. Period of performance for LICENSE must be specified at the time of purchase.

“USER” – An authenticated and named individual who has accepted the EULA terms to use the PRODUCT.

“GUEST USER” – NetZoom offers a special role called “Guest User”. An authenticated guest user can access a limited feature set of NetZoom without requiring a subscription or License. LICENSEE can disable guest role access if not needed. LICENSEE is directly responsible for the access of NetZoom by a guest user. Guest users must accept the entire EULA in order to use the product.

“READ-WRITE LICENSE” – Users assigned to a read-write license can be authorized to use any available features of the PRODUCT.

“READ-ONLY LICENSE” – A read-only license can only be purchased by a LICENSEE. Users assigned to a read-only license can only be authorized to use a limited set of features, such as navigating, previewing Data Center elements, and generation of selected reports. Read-only users are not authorized to make any changes to the Data Center objects or data except those authorized to a Guest user.

“CO-LO LICENSE” – A co-lo license can only be purchased by a LICENSEE. A co-lo license authorizes a user to use a

predefined set of features. LICENSEE can assign a co-lo license to its customers, tenants, or representatives who accept the entire EULA terms.

“PERPETUAL LICENSE” – This license permits use of the PRODUCT even after the Maintenance License has expired. Perpetual license does not offer access to NETZOOM SERVICES including the device library, product updates, upgrades, and other services after the expiration of the license until the Maintenance license is renewed. Perpetual license can be renewed at any time within two years of the expiration date.

“SDK LICENSE” – NetZoom SDK License can be purchased by LICENSEE only. The SDK License provides access to a set of application programming interfaces (“APIs”) required to extend the functionality and integrate NetZoom with other applications.

“DEPLOYMENT” – NetZoom products can be deployed On-Premises, Hosted or Software as a Service (“SAAS”).

“CUSTOMER DATA” – Under this agreement, MANUFACTURER acquires no right, title or interest to any user data.

“LOCAL DEVICE LIBRARY” – Qualified organizations (such as Federal or State agencies) that do not have Internet access may order a Local Device Library. LICENSEE is responsible for restricting access to the Local Device Library and shall allow access to it via the PRODUCT only. LICENSEE is also responsible for updating their version of the local device library, as needed.

“REASONABLE USAGE LIMITS” – Applies to shape request services and access to device library. Excessive usage may result in additional fees or restriction/termination of the License.

“COMPLIMENTARY SOFTWARE” – The NetZoom Visio Add-In, NetZoom Mobile Scanner, and NetZoom Mobile Application are available to licensed users only.

“MOBILE APPLICATIONS” – MOBILE APPLICATIONS are considered to be any component of the PRODUCT that can be accessed from a Supported mobile device.

2. PRODUCT LICENSE

What follows are the guidelines that regulate licensing for the PRODUCT:

- a) **License.** The PRODUCT is a proprietary product of NETZOOM, Inc. and relevant third parties and is protected by intellectual property laws and international treaties. Any installation, copying, or use of the PRODUCT, other than as specifically permitted herein, is unauthorized and in violation of this EULA, applicable intellectual property law, and/or international treaties.

The terms of this agreement, and the rights granted herein, shall commence with the INSTALLATION of the PRODUCT by you onto a device, which will constitute acceptance of the terms and conditions of this EULA. The license is effective until the expiration of the subscription number or termination of a license. You may terminate it at any time by destroying this program together with all copies, modifications, and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this EULA, if you fail to comply with any term or condition of this EULA, or if you fail to pay the applicable license fees in full. You agree upon termination or within thirty (30) days of the expiration of the subscription to destroy the PRODUCT together with all copies.

- b) **Termination of Rights.** You agree that a violation of this EULA shall terminate your rights under it to use the PRODUCT and related components. You also agree that upon receipt by MANUFACTURER of sufficient evidence proving you have violated any of the terms and conditions of this EULA, MANUFACTURER will terminate your license and refuse access to the PRODUCT and NETZOOM SERVICE.

Your rights under this EULA shall terminate immediately and without notice from MANUFACTURER upon the following:

- i. the expiration of the subscription term,
- ii. your failure to comply with any term or condition of this EULA,
- iii. if usage is found in excess of reasonable use (as defined in Section 4 (d)),
- iv. if you provide false, inaccurate, or incomplete information,
- v. your authorization to use a PC or device/computer ceases for any reason (e.g., termination of

- employment),
- vi. any unauthorized transfer of possession or use of the PRODUCT or its components or any copy, derivative use, or incorporation thereof in any other product or service,
 - vii. circumvention of the Security or Digital Markers, if any exists, or this EULA,
 - viii. recompilation, deactivation or destruction of the PRODUCT, or
 - ix. any de-compilation of shapes, data, or any NETZOOM COMPONENTS.
- c) **Limited Grant of License.** The PRODUCT is licensed to you for reasonable use, not sold to you. Your rights to use the PRODUCT and documentation are only those expressly granted in this EULA during the license term. MANUFACTURER grants you certain rights provided that you comply with all terms and conditions of this EULA. MANUFACTURER RESERVES ALL OTHER RIGHTS INCLUDING, BUT NOT LIMITED TO, TITLE AND COPYRIGHTS.
- d) **PRODUCT Transfer.** This agreement, along with the license key, subscription number, or serial number you received, is your proof of license to exercise the rights granted herein and must be retained by you. You may not rent or lease the PRODUCT, but if you are the person or legal entity who initially licensed the PRODUCT, you may make a one-time permanent transfer of your rights under this Agreement provided that you submit a written notification to MANUFACTURER and transfer this EULA, the PRODUCT, and all accompanying written materials to the designated and authorized user. You also agree not to retain any copies and subject the recipient to fully agree to all the terms of this EULA in writing.
- e) **Upgrades.** If the PRODUCT or subscription is labeled as an upgrade or renewal, you must be properly licensed to use a product identified by MANUFACTURER as being eligible for the upgrade or renewal in order to use the PRODUCT upgrade. For licensing requirements, the upgrade may not be separated for use from the product or transferred separately.
- f) **FOR NETZOOM VISIO STENCILS.** A valid subscription number is required to install, copy, use, or download the PRODUCT. If your subscription number has expired, you may not continue to use the PRODUCT and any **NETZOOM VISIO STENCILS** must be removed from your computer and destroyed; however, you may continue to use shapes already used in your Microsoft Visio diagrams and illustrations subject to the terms of the EULA.
- g) **FOR NETZOOM FOR VISIO ADD-IN.** A valid subscription number is required to install, reinstall and use the PRODUCT. If your subscription number has expired, contact MANUFACTURER to purchase an unexpired subscription to re-activate the PRODUCT.
- h) **FOR NETZOOM.**
- i. **Requirement for Usage Report.** You agree to submit periodic usage log reports to MANUFACTURER upon request.
 - ii. **Third-Party Services.** NetZoom offers access to certain services such as Google Map service and Weather Information service for demonstration and training purposes only. LICENSEE must obtain its own credentials and add them to NetZoom prior to allowing access to this functionality in NetZoom in a production environment.

3. NETZOOM INSTALLATION AND ACCEPTABLE USE

- a) A valid subscription number is required to install or reinstall the PRODUCT. If your Subscription has expired, you may continue to use the PRODUCT in Read-only mode; however, you will not have access to NETZOOM SERVICES including the online NetZoom Device library and you will not receive any updates, upgrades to PRODUCT, technical support or other professional services until a valid, unexpired subscription number is added to re-activate the PRODUCT.
- b) NETZOOM is a web application that includes Data Server, Application Server and Web Client. You may install only one instance of each Data Server and Application Server Software solely in accordance with the terms of this agreement.

- c) INTEGRATIONS WITH THIRD-PARTY APPLICATIONS AND THIRD-PARTY WEB SERVICES – NetZoom is integration-ready with popular third-party Web Services such as Google Maps service, Weather information service, Twilio SMS service and third-party applications like popular CMDBs, hypervisors and other services. Features designed to interoperate with third-party applications or services depend on the respective third-party providers continuing to make their services available. If any of those third-party service providers cease to offer such services or APIs, we may cease providing such functionality without any notice or compensation. NetZoom must be configured for third-party applications and services using credentials obtained by the LICENSEE prior to using it for integrations and Web services. LICENSEE is responsible for and must be sufficiently licensed to use NetZoom with such products or Web services.
- d) CUSTOMER may be subject carrier charges when sending SMS messages.
- e) For On-Premises deployment only, you may create and maintain a secondary environment (disaster recovery or test environment) of NETZOOM provided all named users are identical in both primary and secondary environments.
- f) MANUFACTURER does not offer older versions of PRODUCT or Updates.

4. NETZOOM VISIO ADD-IN AND NETZOOM VISIO STENCILS INSTALLATION AND ACCEPTABLE USE

Installation, Conditions and Acceptable Use entails the following:

- a) **Single-User Product.** The PRODUCT is a “Single-User Product”. You may download, install, and update for use one copy of the PRODUCT 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 PRODUCT installed on the licensed device. No other person may use the PRODUCT under the same license for any purpose. The single primary user may also install and update another copy on a portable computer, laptop, or home computer as long as the PRODUCT is used by the same single primary user only.
- b) **Network Restriction.** You may not use the PRODUCT 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. You will not install or allow access to the PRODUCT by anyone via Intranet or via a public network such as the Internet.
- c) **Backup.** You may create and maintain one backup copy of the PRODUCT on media for use in the event that your primary copy becomes damaged. MANUFACTURER does not offer older versions of products or updates. You may use it only to reinstall the PRODUCT as long as you maintain your non-expired subscription number. You must reproduce and include the following copyright/proprietary notices on your backup copy of the PRODUCT:
 Copyright © NETZOOM, Inc. All Rights Reserved.
- d) **Reasonable Use.** This PRODUCT and its services are available to licensed users for reasonable use. Reasonable use does not entitle you to download/receive the entire device library of shapes or entire collection of stencils. Reasonable use limits your access to the number of unique device chassis or models or Visio stencils enough to populate up to twenty racks and cabinets per user who purchased a 12 months license. Unique Device Chassis Count is computed using the formula:

$$\text{UniqueDeviceChassisCount} = 200 + ((\text{UserLicensesCount}-1)*40)$$

In case your requirement exceeds the reasonable usage limits as described herein, you must contact NetZoom, Inc. or your Reseller for purchasing additional licenses.

5. NETZOOM SDK TERMS AND CONDITIONS

If you have purchased a license for the NetZoom SDK, you agree to the following terms and conditions prior to usage of the NetZoom SDK.

- a) You may not, without MANUFACTURER’s formal written consent or a supplemental agreement, access or

use the NetZoom SDK:

- i. with the NetZoom Basic product
 - ii. with the NetZoom SAAS deployment
 - iii. if you are our direct competitor, or
 - iv. to monitor the availability, performance or functionality of the NetZoom application or hosting platform, or
 - v. for any competitive purposes including benchmarking, verification and comparisons.
- b) You agree not to store or transmit any malicious code or other material in violation of third-party privacy or confidentiality rights using the NetZoom SDK.
 - c) Access to the NetZoom SDK shall be limited to the number of users indicated by the license. You may not sell, resell, rent or lease the licenses to the NetZoom SDK.
 - d) MANUFACTURER is not responsible for any Electronic Data that you manipulate with the NetZoom SDK.
 - e) MANUFACTURER reserves all rights, title and interest in and to the NetZoom SDK, including all related intellectual property rights. No rights are granted hereunder other than as expressly set forth herein.
 - f) MANUFACTURER acquires no right, title or interest under this Agreement in resultant Application.
 - g) NetZoom is an evolving application. MANUFACTURER retains all rights to make changes to the NetZoom SDK without any obligations to LICENSEE, including but not limited to adding, deleting, or modifying entry points and making changes to parameters.

6. REGISTRATION AND VALIDATION

Registration is required to use the NETZOOM SERVICES and support. When registering, we collect User Information, such as version, subscription number, user name, and business email address. YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. The PRODUCT may from time to time require re-registration.

User Information. Each user of PRODUCT seeking NETZOOM SERVICES is required to provide accurate, current, and complete user information throughout use of the NetZoom Service. MANUFACTURER may terminate the CUSTOMER's rights to NETZOOM SERVICES and Support if the user provides false, inaccurate, or incomplete information.

7. PROHIBITED ACTIVITIES

Per this EULA, there are a number of prohibited activities with regards to the PRODUCT:

- a) **Trial or Demo Version.** Your rights to use a trial/demo PRODUCT are limited to 7 days from the date of installation unless extended by MANUFACTURER through a written notification to you. After the expiration of the demo period, you must remove the PRODUCT from your computer/device. Any data you enter during your trial will be permanently lost unless you purchase a license prior to the end of the trial period. During the trial, PRODUCT and NETZOOM SERVICES are provided "AS-IS" without any warrant and shall have no indemnification obligations with respect to the trial.
- b) **Non-Commercial Use.** You may use icons, symbols, shapes, stencils, data, and templates provided with and by the PRODUCT in the documents that you create. You may distribute those documents non-commercially only. If you wish to use icons, symbols, shapes, stencils, data, templates, or any other components of the PRODUCT for any other purpose, you must enter into an additional license contract with MANUFACTURER.
- c) **Installation and Use.** You may not download, install, upload, publish, use, share, distribute, copy, reproduce, sell, transfer, rent, lease, or assign the PRODUCT except as expressly outlined in this EULA.

- d) **Unlicensed Use.** You will not allow anyone who does not have their own valid subscription license to use the PRODUCT.
- e) **Publish.** You may not publish or publicly display the PRODUCT or any of its components for others to copy or use.
- f) **Hosting services.** You may not host the PRODUCT for commercial software hosting service purposes.
- g) **Separation of Components.** The PRODUCT is licensed as a single product, and its components 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 or any component of the PRODUCT to bundle with any other product or distribute/publish them. The PRODUCT 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.
- h) **Reverse Engineering, Decompiling, and Disassembly.** You may not allow anyone to decompile, disassemble, or otherwise reverse engineer the PRODUCT. You may not use, copy, modify, or transfer the PRODUCT, or any copy, modification, or merged portion, in whole or in part, except as expressly permitted in this EULA. If you do transfer possession of any copy, modification, or merged portion of the program to another party, except as expressly permitted in this EULA, your license is automatically terminated without notice from MANUFACTURER.
- i) **Bundling with Other Programs.** A separate license from MANUFACTURER is required to include a portion of the PRODUCT and related components with any other program or software.
- j) **Security or Digital Markers.** You may not remove, substitute, or modify any security feature or digital markers embedded or included in the PRODUCT and its components.
- k) **Internet-Based Services.** You may not use Internet-based services offered by the PRODUCT 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 as a result of using the product.
- l) **Law.** You may not use the PRODUCT for any purpose that is against domestic law or laws of the United States.
- m) **Export Restrictions.** The PRODUCT is subject to United States export laws and regulations. You may not export or re-export the PRODUCT 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 PRODUCT. By using the PRODUCT, you represent and warrant that you are not located in any country to which export of the PRODUCT would be prohibited by any United States law or other applicable laws and regulations.
- n) **Discovery.** You must not use the discovery or monitoring features, if available, unless you have formal authorization to discover network elements.

8. RIGHTS AND OWNERSHIP

The rights and ownership of the PRODUCT are as follows:

- a) **Restricted Rights.** The PRODUCT is provided with Restricted Rights. Use, duplication, or disclosure by the United States Government is subject to restrictions applicable to commercial computer software as set forth in the Federal Acquisition Regulations (FAR) §52.227-14 (Jun 1987) Alternate III (June 1987), FAR § 52.227-19 (June 1987), DFARS § 252.227-7013 (b)(3) (Nov 1995), or applicable successor provisions. Use of the PRODUCT by the U.S. Government constitutes acknowledgment of NETZOOM' proprietary rights therein. The Manufacturer is NETZOOM, Inc., an Illinois corporation.
- b) **Reservations of Rights and Ownership.** You acknowledge that the PRODUCT constitutes trade secrets and

proprietary information of MANUFACTURER and third parties. Title, ownership rights, and intellectual property rights in and to the PRODUCT will remain with MANUFACTURER and respective third-party, and is protected by United States intellectual property laws and international treaty provisions. There is no transfer to you of any title to, or ownership of, the PRODUCT, and this EULA is not to be construed as a sale of any right in the PRODUCT or any of its components including data, libraries, images, shapes, templates, stencils, formulas, or drawings.

- c) **Ownership of Trademarks and Logos.** All company names, trade names, trademarks, trade devices, copyrights, service marks, logos, symbols, and any abbreviation, contraction, or simulation thereof offered within the PRODUCT in any form and related components are property of their respective owners. Images of logos where provided are for identification purposes only and are provided as a convenience for customers who have permission to use them by their respective owners. Contact the owner of the logo or trademark for usage rights and applicable restrictions.

NetZoom, Inc., the NetZoom logo, NetZoom and iShape are trademarks or registered trademarks of MANUFACTURER. MANUFACTURER reserves all rights to names, logos, markers, and trademarks. Other brands and product names are trademarks or registered trademarks of their respective owners. Microsoft and Visio are registered trademarks of the Microsoft Corporation. Please refer to third-party EULAs wherever included.

- d) **Auditing for Compliance.** During the term of this Agreement, MANUFACTURER has the right to an independent audit of usage logs to determine compliance with the terms of the Agreement. The audit shall be to verify the CUSTOMER's compliance with this EULA. The audit 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, MANUFACTURER and its personnel will comply with all of the CUSTOMER's security procedures, rules, regulations, policies, and holiday/work schedules.

9. WARRANTIES AND LIABILITY

The warranties and liabilities for the PRODUCT include the following:

- a) **Limited Warranty.** MANUFACTURER warrants for a period of thirty (30) days from the date of purchase that, under normal use, the PRODUCT and its delivery media (such as downloads, DVDs, and/or flash drives) will perform substantially in accordance with the specifications contained in the accompanying materials and be free of defects in material and workmanship. You acknowledge and agree that MANUFACTURER will satisfy this warranty if it corrects errors that appear in this program or in the user manuals that are reported to MANUFACTURER during the warranty period. MANUFACTURER does not warrant that any MANUFACTURER product will meet your requirements or expectations, and under no circumstances does MANUFACTURER guarantee that any MANUFACTURER product will operate uninterrupted or without errors. MANUFACTURER affirms that it has the right to grant this license. The foregoing warranties are void if failure of a warranted item results, directly or indirectly, from an unauthorized modification to a warranted item; an unauthorized attempt to repair a warranted item; or misuse of a warranted item, including without limitation use of a warranted item under abnormal operating conditions or without routinely maintaining a warranted item. You agree to promptly notify MANUFACTURER of any suspected defects in product delivery media or this program.
- b) **Disclaimer of Warranties.** The foregoing warranties are given in lieu of all other warranties - expressed, implied, or statutory, including the implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose or for any particular application and any warranties of non-infringement of third-party rights or ability to use with third-party applications. MANUFACTURER makes no statements with respect to the product. You accept the product in an "as-is" condition and at your sole risk of use. The limited warranty contained in this EULA is in lieu of all other warranties (if any) that might be inferred from any advertising, packaging, documentation, or similar media. You agree that no written or oral representations by any of MANUFACTURER's personnel or agents will constitute a warranty of any type.

MANUFACTURER will use reasonable measures to protect information you submit as part of the service, but you agree that such submission is at your sole risk and MANUFACTURER is not liable to you in any way

for any loss or liability related to such information.

MANUFACTURER IS NOT LIABLE FOR ANY LOSS OR LIABILITY RELATED TO INSTANCES OF LOSS, ATTACK, VIRUSES, INTERFERENCE, CORRUPTION OR OTHER SECURITY INTRUSIONS OF THE SERVICE. FURTHERMORE, MANUFACTURER DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE SERVICE WILL BE FREE FROM SUCH INSTANCES. CREATING BACKUPS OF PRODUCTS PURCHASED FROM THE SERVICE (IF APPLICABLE) IS YOUR RESPONSIBILITY.

- c) **Limitation of Remedies and Damages.** MANUFACTURER's entire liability and your exclusive remedy shall be, at MANUFACTURER's sole and absolute discretion, either (i) the repair or replacement of any warranted item that does not meet the respective warranties given above or (ii) a pro-rated refund of the purchase price (excluding shipping) paid for the warranted item. Excluding instances of MANUFACTURER's negligence or willful misconduct, in no event will MANUFACTURER be liable for instances of loss, attack, viruses, interference, corruption, or other security intrusions of the service and any damages including, but not limited to, any incidental, special, or consequential damages directly or indirectly arising out of, or in connection with, your use of the product, including, but not limited to, personal injury, business interruption, loss of revenue, loss of profits, loss of use of any goods or associated equipment, damage to any associated goods or equipment, loss of data, cost of capital, cost of repairs, cost of substitute goods, facilities, services, downtime costs, and claims of your customers or any similar type of damage or remedy even if MANUFACTURER has been advised by you of the possibility of such damage or claim. You agree and acknowledge that in no event shall MANUFACTURER be responsible or liable for any aspect of the host application in which the PRODUCT is used. You agree that no claim, regardless of form, arising out of, or in connection with, this agreement may be brought by you more than one (1) year after the cause of action has occurred despite any statute of limitations to the contrary.
- d) **Links to Third-Party Sites.** MANUFACTURER is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any modifications or updates to third-party sites or services. MANUFACTURER provides these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply MANUFACTURER'S endorsement of the third-party site or service.
- e) **Critical Control Applications.** MANUFACTURER disclaims liability for the use of PRODUCT for any critical control application and any such use is entirely at the user's own risk.

10. GENERAL PROVISIONS

The general provisions provided for in this EULA concerning the PRODUCT are as follows:

- a) **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 deemed 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.
- b) **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.
- c) **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.

- d) **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.
- e) **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 PRODUCT 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.
- f) **Presumptions.** This EULA or any section thereof shall not be construed against MANUFACTURER due to the fact that the EULA or any section of it was drafted by MANUFACTURER.
- g) **Contact.** The latest contact information can be found at www.NetZoom.com or www.VisioStencils.com. Should you have any questions concerning this Agreement, you may contact MANUFACTURER by calling 1-630-281-6464 (US Central Time Zone), faxing to 1-630-281-6460, e-mailing to Support@VisioStencils.com or Support@NetZoom.com, or writing to:

NetZoom, Inc.
2300 Cabot Drive, Suite 535
Lisle, Illinois 60532, USA

- h) **Technical Support and Services.** Unless expressly stated otherwise, MANUFACTURER will provide, at its discretion, limited "Complimentary Service" during the valid term of subscription period solely for the PRODUCT. "Complimentary Service" will be limited to telephone or e-mail support for bug and correction reports, installation, and basic operations excluding any customization and requesting more shapes/stencils. To use the complimentary service, email Support@VisioStencils.com or Support@NetZoom.com, or call customer service at 1-630-281-6464. You must contact the applicable host application provider with respect to support services related to the host application. MANUFACTURER will accept customer reports of problems found, but after the warranty period, you may be required to purchase updated or corrected PRODUCT. You may consider purchasing paid support, if needed.
- i) **Publicity.** MANUFACTURER may identify you by name and logo only as a user of the PRODUCT in its corporate sales presentations, publications and on its websites.

For the latest information, visit www.VisioStencils.com or visit www.NetZoom.com.
Copyright © 2000 - 2019 NetZoom, Inc. All rights reserved.

| | | | |
|-------------|--|------|--|
| Company | | | |
| Full Name | | | |
| Signature | | Date | |
| Designation | | | |