NUDESIGN SNMPv3 AGENT SERVICE FOR LINUX END USER LICENSE AGREEMENT

SOFTWARE LICENSE TYPE

The type of User License (number of runtime licenses) that can be deployed by using this NuDesign product is strictly restricted to a number specified in your purchase order.

LICENSE AGREEMENT

This is a legal agreement between you the End User, and NuDesign Technologies, Inc. ("NuDesign"). You should read this Agreement. Installing the Software, or authorizing any other person to do so, indicates your acceptance of the terms and conditions stated below. If you do not agree to the terms of this agreement, promptly return the Software and the accompanying items (including all documentation) to the place you obtained them, for a full refund.

LICENSE

NuDesign grants you a Non-exclusive User License to use the enclosed NuDesign software (the "SOFTWARE"). You are responsible for the selection of the SOFTWARE to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE. If you have a Single User License you may use one copy of the SOFTWARE on any single computer, provided the SOFTWARE is in use on only one computer at any time. If you have Multiple User Licenses for the SOFTWARE, then at any time you may have as many copies of the SOFTWARE in use as you have Licenses. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.

COPYRIGHT

Ownership of, and title to, the SOFTWARE and Documentation (including any adaptations or copies) shall be held by NuDesign Technologies, Inc. You must treat the SOFTWARE as you would any other copyrighted material with the following exception:
Under this License Agreement, you may make archival copies of the SOFTWARE for the sole purpose of having a backup copy. You may not copy the documentation that accompanies the SOFTWARE.

COPYRIGHT NOTICES

Other companies names and certain other keywords are trademarks or might be copyrighted and belong to their respective owners with all rights reserved.

NuDesign Team, NuDesign Technologies, ndCONF Development Studio products, Visual xAgentBuilder for C++, Visual Embedded xAgentBuilder for C++, Visual xCLI Builder, Visual Embedded xManager Builder, Visual xManager Builder, Visual MIBuilder, Visual SNMP Traffic Monitor, Visual SNMP

Manager, Visual MIBrowser Basic, Visual MIBrowser and Visual MIBrowser Professional are trademarks of NuDesign Technologies, Inc.
Copyright (c) 1998 - 2026 NuDesign Technologies, Inc. All Rights Reserved.

If you are bundling this Software with your product, then you agree to include copies of the following notices (the "Notices") regarding proprietary rights, in all copies of the products that you distribute, on the copyright pages of all your documentation. The Notice to be included is:

Copyright (c) 1998 - 2026 NuDesign Technologies, Inc. All Rights Reserved.

You agree not to remove copies of the following notices (the "Notices") regarding proprietary rights, in all copies of the products that you distribute, that are embedded in the source/object code.
The embedded Notice to be included is:

Copyright (c) 1998 - 2026 NuDesign Technologies, Inc. All Rights Reserved.

The names of companies and products mentioned herein may be trademarks of their respective owners.

OTHER RESTRICTION ON USE

You may not reverse-engineer, decompile, or disassemble the SOFTWARE.

REPRODUCTION AND DISTRIBUTION

NuDesign grants you the right to transfer this SOFTWARE, provided that
(a) you transfer it standalone or distribute it in conjunction with and as part of your application;
(b) do not use NuDesign's name, logo or trademarks to market your application without express written consent of NuDesign Technologies Inc.;
(c) include copyright notices, as per Copyright Notices Section of this Agreement; and
(d) agree to indemnify, hold harmless and defend NuDesign from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of your application with this SOFTWARE.

The number of runtime modules associated with the use and / or distribution of this SOFTWARE is defined by the type of User License purchased.

LIMITED SOFTWARE WARRANTY

NuDesign Technologies Inc. warrants that the SOFTWARE will perform substantially in accordance with the accompanying documentation for a period of 90 days from the date of delivery. If notified during the warranty period that the Program is defective, NuDesign Technologies Inc.

will attempt to make the Program operate as warranted by providing a correction. If NuDesign Technologies Inc. is unable to correct the defect within 90 days of notification, you may terminate your license and obtain a refund by returning all copies of the SOFTWARE together with a copy of your license payment receipt. You assume all shipping and handling charges for return and replacement of the SOFTWARE under this warranty.

LIMITATIONS

NEITHER NUDESIGN TECHNOLOGIES INC. NOR ANY OF ITS EMPLOYEES, DIRECTORS, STOCKHOLDERS, AGENTS NOR RELATED COMPANIES SHALL UNDER ANY CIRCUMSTANCE BE LIABLE TO THE USER OR ANY OTHER PERSON ON ACCOUNT OF LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, NOTWITHSTANDING THAT NUDESIGN TECHNOLOGIES INC. OR ANY OF ITS EMPLOYEES, DIRECTORS, STOCKHOLDERS, AGENTS OR RELATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SAME. IN ANY CASE, NUDESIGN TECHNOLOGIES INC.'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.

TERM

This License Agreement is effective from the date of SOFTWARE delivery and will remain in force until terminated. You may terminate this License at any time by destroying the Documentation and the Software together with all copies and adaptations. It will terminate automatically if you fail to comply with any term or condition of this License Agreement.

The terms and conditions of this License Agreement cannot be varied except in writing signed by an officer of NuDesign Technologies Inc. This Program License Agreement shall be governed by the laws of the Province of Ontario, Canada, and the courts of the Province of Ontario shall have exclusive jurisdiction in all matters related thereto. The law of some jurisdictions may restrict the limitations on consequential and other damages contained herein, in which case such provisions shall be deemed modified accordingly.

License Type Definitions

The NuDesign application's 'User License' number defines the maximum number of the licensed NuDesign application installed at any one time.

NuDesign Technologies, Inc.

rev LService_038 www.ndt-inc.com / www.snmp4windows.com