



Legal Documents

Opmantek prides itself on getting all our users access to all their data.

This begins with our products giving you all the data on your network, but it extends to any of your personal information. We pride ourself on ensuring this is safe.

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Privacy Policy

Privacy Statement last updated 23 May 2018.

1. About this Privacy Statement

1. Opmantek is committed to maintaining the security of personal information ('Personal Information') provided to us. When you share Personal Information with us, we treat it with care and take our responsibility to protect it seriously.
2. This Privacy Statement clearly describes our privacy practices and how we collect, use, process, and manage your Personal Information in relation to our business activities and the use of our websites at opmantek.com, support.opmantek.com, community.opmantek.com, www.open-audit.org ('Website').
3. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) and the EU General Information Protection Regulation (GDPR) enforceable as of 25 May 2018.
4. By using our Website, you consent to the collection and use of your data on this Website as described in this Privacy Statement.
5. Any reference to "Opmantek", "we", "our", or "us" means Opmantek Software Pty Ltd (ABN 35 160 362 907). Any reference to "you, or "your" means you as a user of our Website or products and services.

2. About Us

1. Opmantek operates in the field of network management software and has developed Commercial Open Source Software at an enterprise level that helps IT teams audit IT environments, detects faults, review current and historical network performance and predicts where future failures are likely to occur.
2. Our headquarters are in Australia, but we have offices world wide. Our address for Opmantek offices are available on our [Contact Us](#) page.

3. What Personal Information is collected

1. "Personal Information" is information or an opinion that can reasonably identify an individual.
2. We receive and store Personal Information you provide to us through our business activities or our Website, provided to us directly or indirectly through your use of our products and services or any associated social media platforms from which you permit us to collect your Personal Information.
3. We may ask you to provide Personal Information such as your name, phone number, address and email address to enable us to provide you with support services, mailings, sales and marketing actions, process your product or service order, provide updates and to meet our contractual obligations.
4. We may collect additional data at other times, including but not limited to, when you provide feedback, when you provide data about your personal or business affairs, change your content or email preference, respond to surveys and promotions, provide financial or credit card data, or communicate with our customer support. This data may include your Personal Information.
5. Additionally, Opmantek may also collect any other Personal Information you provide while interacting with us.

4. How we collect your Personal Information

1. Opmantek collects Personal Information from you in a variety of ways, including when you interact with us electronically or in person, when you access our Website and when we provide our products and services to you.
2. We may also receive Personal Information from third parties. If we do, we will protect your Personal Information in accordance with this Privacy Statement.

5. How we use your Personal Information

1. Opmantek uses your Personal Information and you consent to us using your Personal Information to:
 - a. provide you with products and services during the usual course of our business activities;
 - b. administer our business activities;
 - c. manage, research and develop our products and services including through data analytics;
 - d. provide you with information about our products and services;
 - e. communicate with you by a variety of measures including, but not limited to, by telephone, email, sms or mail;
 - f. investigate any complaints; and
 - g. process transactions involving our business and through our Website where you have purchased our products or services.
2. If you choose to withhold your Personal Information, it may not be possible for us to provide you with our products and services or for you to access certain parts of our Website and for us to respond to your query.

6. General Information Protection Regulation (GDPR) and legal basis

1. If you are an individual residing in the European Union (EU), we collect and process Personal Information about you in accordance with the GDPR. We process your Personal Information as a Processor and to the extent that we are a Controller as defined in the GDPR.
2. The legal basis for which we collect your Personal Information depends on the products and services you use and how you use them. Opmantek will only collect and use your Personal Information when you give us your express consent to use and process this Personal Information for a specific purpose or for the satisfaction of a legitimate interest or to comply with a legal obligation.
3. We do not knowingly collect or process any Personal Information from you that is considered "Sensitive Personal Information" under the GDPR.
4. We do not knowingly collect or process Personal Information of persons 13 years or younger. If you are under the age of 16, we request that you obtain and provide parental consent as required by the GDPR.

7. The Personal Information rights of individuals residing in the EU

1. If you are an individual residing in the EU, you have certain rights as to how your Personal Information is being controlled and used.
2. We comply with your rights under the GDPR (subject to the grounds set out in the GDPR) that permit you:
 - a. to be informed as to how your Personal Information is being used;
 - b. to access your Personal Information and to know specifically what information is held about you and how it is processed, where and for what purpose (we will provide you a copy of your Personal Information in electronic format free of charge if requested);
 - c. to rectify your Personal Information if it is inaccurate or incomplete;
 - d. to erase your Personal Information (also known as 'the right to be forgotten') if you wish to delete or remove your Personal Information;
 - e. to restrict processing of your Personal Information;
 - f. to retain and reuse your Personal Information for your own purposes (Personal Information portability);
 - g. to object to your Personal Information being used; and
 - h. to object against automated decision making and profiling.
3. You can **contact us** any time to exercise your rights under the GDPR including as to:
 - a. request access to Personal Information that we hold about you;
 - b. to correct any Personal Information that we hold about you;
 - c. delete Personal Information that we hold about you; or
 - d. opt out of emails, marketing, and any other push notifications that you receive from us.
 - We may ask you to verify your identity before acting on any of your requests.
 - If you have any questions about Opmantek's collection and storage of data, please **Contact us**.

8. Disclosure of your Personal Information and Third Parties with access to it

1. We will only share your Personal Information where you have given us your consent, and only for the purposes described in this Privacy Statement.
2. We may disclose your Personal Information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Statement. Personal data is only supplied to a third party when it is required for the delivery of our services.
3. We may share your Personal Information with third-party service providers to help us provide our services, and to provide you with a payment platform. Our third-party service providers may be located outside of Australia, or outside of the EU.
4. When we disclose your data to third-party service providers we do so on the basis that your data is treated with confidence, and only used for the limited purpose of providing support to our Website and services, and in manner consistent with this Privacy Statement.

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5. We may from time to time need to disclose Personal Information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.
 6. We may also use your Personal Information to protect the copyright, trademarks, legal rights, property or safety of Opmantek, opmantek.com, www.open-audit.org, its customers or third parties.
 7. If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any Personal Information and non-Personal Information contained in those databases. This data may be disclosed to a potential purchaser under an agreement to maintain confidentiality. We would seek to only disclose data in good faith and where required by any of the above circumstances.
 8. By providing us with Personal Information, you consent to the terms of this Privacy Statement and the types of disclosure covered by this Statement. Where we disclose your Personal Information to third parties, we will request that the third party follow this Statement regarding handling your Personal Information.

9. International Data Transfers

1. We may store, process and transfer your data, including your Personal Information in countries other than the country you live in. Data transfer may occur in and between countries outside of Australia which may include but are not limited to the United States and Europe.
2. Where we disclose Personal Information to a third party in another country, we put safeguards in place to protect your Personal Information.
3. You may not have the same rights to protect your data in these countries as you do in Australia. Where your data has been transferred to a country abroad, it will be treated in accordance with the purposes described in this Privacy Statement.
4. For individuals in the European Economic Area (EEA), your data will be stored and processed in Australia which provides an adequate level of data protection. This mean that your personal data will be transferred from the EEA to Australia. If your personal data is transferred from the EEA to a country or international organisation outside of Australia, we will ensure that we have approved transfer mechanisms in place to protect your Personal Information adequately (for example, by entering into the European Commission's Standard Contractual Clauses for data protection for data that is transferred internationally or ensuring the entity is Privacy Shield certified for data transfer to third parties based in the United States).

https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en

[tracts-transfer-personal-data-third-countries_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en)

10. How we secure your Personal Information

1. We are committed to ensuring that the data you provide to us is secure. To prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure data and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.
2. The transmission and exchange of data is carried out at your own risk. We cannot guarantee the security of any data that you transmit to us or receive from us over the Internet. Although we take measures to safeguard against unauthorised disclosures of data, we cannot assure you that Personal Information that we transmit to you or you transmit to us will not be disclosed in a manner that is inconsistent with this Privacy Statement.

11. Access to and how you can control your Personal Information

1. You may request details of Personal Information that we hold about you in accordance with the provisions of the Privacy Act 1988 (Cth). If you would like a copy of the data which we hold about you or believe that any data we hold on you is inaccurate, out of date, incomplete, irrelevant or misleading, please email us at contact@opmantek.com.
2. We reserve the right to refuse to provide you with data that we hold about you, in certain circumstances set out in the Privacy Act 1988 (Cth).

12. Third-party website tools and cookies

1. We use technologies and third-party services that use Google Analytics, pixels, tags and web beacons (code snippets) on our Website to improve user experience, the supply of our products and services and to analyse how our Website is used.
2. The information collected is mostly anonymous traffic data aside from the approximate location (IP address) and may include browser type, device information, and language. The information collection is in aggregate form so that it cannot identify any individual user and provides an overview of how people use our Website. It is not used for any additional purpose.
3. We may use cookies on our Website. Cookies are very small files which a Website uses to identify you when you come back to the Website and to store details about your use of the Website. In addition, cookies may be used to serve relevant ads to Website visitors through third party services such as Google AdWords.

13. Links

1. Our Website may from time to time have links to other websites not owned or controlled by us. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Opmantek is not responsible for the privacy practices of other such websites.

14. Complaints about privacy

1. If you have any complaints about our privacy practices, please **contact us**. We take privacy seriously and will respond promptly to your notice.

15. Changes to this Privacy Statement

1. We may modify this Statement at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our Website.

16. Our contact details

Opmantek Asia Pacific
Attention: Data Protection Officer

Level 13, 50 Cavill Avenue,
Surfers Paradise
Queensland 4217
Australia

Phone: +61731023042

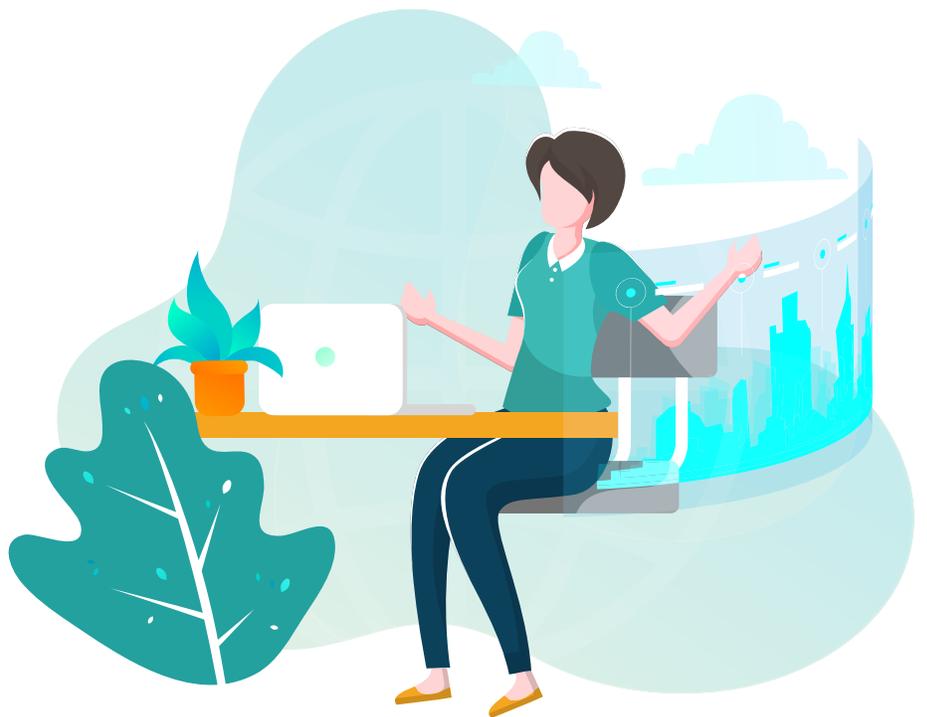
Fax: +61756417820

Email: contact@opmantek.com

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Privacy Requests

Get in touch and let our friendly team answer your questions. The Opmantek team is here to help and answer any questions you might have about our full suite of network products and solutions.



Trust & Data Processing

Trust At Opmantek

Opmantek prides itself on getting all our users access to all their data. This begins with our products giving you all the data on your network, but it extends to any of your personal information. We pride ourself on ensuring this is safe.

General Data Protection Regulation (GDPR)

Opmantek is committed to compliance with the GDPR, we have always believed that your data is your data, all of your personal data can be requested to be received or deleted at any time. The introduction of this legislation has been a priority at Opmantek but it correlates with our inherent beliefs we have held since we started, it is always your data.

Opmantek Subprocessors

Current 10th May, 2018

Third Party Service/ Vendor	Purpose	Entity Country	Website
Mailchimp	Email service provider	USA	https://mailchimp.com
Salesforce	Customer Relation Management	Japan, USA	https://salesforce.com
AWS Amazon	Data hosting	Australia, USA	https://aws.amazon.com

Confidentiality Agreement

Opmantek Ltd ACN 147 099 063 ("Party") You ("Counterparty")

BACKGROUND

Party and Counterparty have agreed to make available Confidential Information to each other for carrying out the Purpose on the basis that the confidentiality of that information is at all times preserved by the party receiving that Confidential Information and otherwise on the terms and conditions set out in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS

1. INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires: "Agreement" means this confidentiality agreement;

"Confidential Information" means:

(a) all information which is disclosed by either Counterparty or Party (as the case may be, the "Disclosing Party") to the other party (as the case may be, the "Recipient") in relation to the Purpose including but not limited to, proprietary intellectual property, proprietary computer software, computational methodologies and decisional analysis, facilities costs, operations and maintenance costs, information on operational strategies, information supporting negotiating strategies, information supporting litigation or administrative proceedings and other financial, technical or commercial information relating to the Disclosing Party;

(b) all information which the Disclosing Party or any of its advisers, agents, officers or employees disclose to the Recipient relating to the business of the Disclosing Party whether by way of oral explanation, or by making available files, company records, contracts, books of accounts, or other information connected with the business or affairs of the Disclosing Party;

(c) the existence of the Purpose and the fact that the Recipient Party will receive or has received Confidential Information or that the Disclosing Party has disclosed or will disclose Confidential Information; and

(d) any copies or any of the information described above or any material derived from that information, but does not include any information which clearly:

(a) at the time of disclosure to the Recipient is generally available to, and known by, the public (other than as a result of a disclosure directly or indirectly by the Recipient or its representatives); or

(b) was available to, and legally and properly obtained by the Recipient on a non-confidential basis from a source other than the Disclosing Party or its advisers, agents, officers or employees provided that such source was not bound by a confidentiality agreement with the Disclosing Party; or

(c) has been independently acquired or developed by the Recipient without violating any of its obligations under this Agreement or by law and without the use of any Confidential Information.

Confidentiality Agreement

1.2. In this Agreement, the expression “Disclosing Party” refers to a party which provides information to the other party, and the expression “Recipient” refers to a party which receives information from the other party. Accordingly:

- (a) both parties may be both Recipient and Disclosing Party; and
- (b) the covenants expressed to be performed by the Recipient shall bind both Party and the Counterparty in their capacity as the recipient of information, and the covenants expressed to be performed by the Disclosing Party shall bind both Party and the Counterparty in their capacity as the provider of information.

2. OBLIGATION TO KEEP CONFIDENTIAL

The Recipient irrevocably agrees as follows:

2.1. Confidential Information to Remain Confidential: The Recipient shall at all times treat all Confidential Information as confidential and undertakes that it will not, except as provided for in clause 3.1, disclose any Confidential Information to any person nor use any Confidential Information for any purpose other than the Purpose, without the prior written consent of the Disclosing Party;

2.2. Confidential Information remains property of Disclosing Party: The Confidential Information supplied by the Disclosing Party to the Recipient shall be and shall remain at all times the property of the Disclosing Party;

2.3. No copies to be made: The Recipient shall not, except as necessary for the Purpose, copy or store any Confidential Information without the prior written consent of the Disclosing Party;

2.4. Similar Covenants from Third Party: Should the Recipient require that any Confidential Information be disclosed to any other person otherwise than as provided in clause 3.1, the Recipient must, prior to such disclosure, obtain the Disclosing Party’s prior written consent to such disclosure and provide the Disclosing Party with a confidentiality agreement in a form satisfactory in all respects to the Disclosing Party at its discretion, executed by the person to whom the Confidential Information is to be disclosed;

2.5. Return of Confidential Information: The Recipient shall, upon demand by the Disclosing Party, either return to such persons as they may direct or destroy, at the option of the Disclosing Party, all the Confidential Information (including copies thereof) in the possession or control of the Recipient, its officers, employees, agents or advisers. Upon the return or destruction (as the case may be) of all such Confidential Information, the Recipient shall provide the Disclosing Party with a certificate from an authorised officer of the Recipient stating that the Confidential Information returned or destroyed comprises all the Confidential Information in the possession or control of the Recipient.

3. USE OF CONFIDENTIAL INFORMATION

3.1. The parties to this Agreement hereby irrevocably undertake and covenant that as the Recipient at all times they will:

Confidentiality Agreement

(a) **Not Disclose:** not, except as is necessary for the Purpose, disclose or distribute or permit to be communicated verbally or in writing, directly or indirectly, the Confidential Information (or any copies thereof) to any third party at any time except:

(i) to its respective officers or employees as provided in clause 3.1 (b) and (c) below; or

(ii) as provided in and permitted by this Agreement; or

(iii) as required by law;

(b) **Be Responsible:** be responsible for maintaining the confidentiality of the Confidential Information and ensure that none of its respective officers or employees discloses, use, store, reproduce or copy any of the Confidential Information, other than as is necessary for the Purpose;

(c) **Only Necessary Disclosure:** subject to the terms of this Agreement, confine the disclosure of the Confidential Information to those of its officers or employees as shall be necessary for the Purpose and will ensure that persons observe secrecy and confidentiality in relation to the Confidential Information in terms of this Agreement; and

(d) **Responsibility:** be wholly responsible for the acts and omissions of its officers and employees in respect of any Confidential Information disclosed to them.

3.2. Consent: Any consent of the Disclosing Party requested under clauses 2 or 3 of this Agreement may be withheld by the Disclosing Party as it, in its absolute discretion, thinks fit.

4. INDEMNITY

Both parties to this Agreement agree that as Recipient it will indemnify the Disclosing Party for any actual loss or damage (including all reasonable costs) suffered by the Disclosing Party directly in consequence of any unauthorised disclosure or use of Confidential Information or any breach of the covenants, agreements and undertakings given under this Agreement by the Recipient, or any of its officers and employees.

5. SEVERABILITY

If any portion of this Agreement is found to be void or unenforceable the remaining portions thereof shall be binding on the parties

and shall be enforced with the same effect as though the void and unenforceable portions were deleted.

6. OPERATION OF AGREEMENT

The obligations of confidentiality imposed under this Agreement shall be binding on the parties until such time as all of the Confidential Information has fallen into the public domain otherwise than as a result of any breach of this Agreement.

Confidentiality Agreement

7. NO REPRESENTATION

Each party agrees and acknowledges that neither the other party nor its advisers, agents, officers or employees are making any representation or warranty as to the accuracy or completeness of the Confidential Information, and that neither the Disclosing Party, its advisers, agents, officers or employees will have any liability to any person resulting from the Recipient's use of the Confidential Information- Nor shall those persons have any liability to the Recipient to correct errors, mistakes or omissions from Confidential Information supplied to the Recipient or to provide additional information to the Recipient in respect of any matter or thing. The provision of the Confidential Information to the Recipient will not constitute any representation, warranty or undertaking (either express or implied) that the Confidential Information is correct or that there has been no change in the affairs of the Disclosing Party either before or after the date of the provision of the Confidential Information to the Recipient.

8. FURTHER ASSURANCES

Each party agrees to sign, execute and do all deeds, schedules, acts, documents and things as may be reasonably required by the other party to effectively carry out, and give effect to, the terms of this Agreement.

9. GOVERNING LAW

This Agreement shall in all respects be governed and construed in accordance with the laws of the Commonwealth of Australia

10. ACCEPTANCE OF THIS AGREEMENT

By clicking or ticking the acceptance statement for this agreement on the website, the Recipient has caused this Agreement to be immediately executed.

11. Our contact details

Opmantek Asia Pacific
Attention: Data Protection Officer
Level 13, 50 Cavill Avenue,
Surfers Paradise
Queensland 4217
Australia
Phone: +61731023042
Fax: +61756417820
Email: contact@opmantek.com

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Terms of Service

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS TERMS OF SERVICE AGREEMENT (THIS "AGREEMENT"). BY CLICKING THE "I ACCEPT" BUTTON OR ACCESSING OR OTHERWISE USING THE SERVICE AND ITS ASSOCIATED USER DOCUMENTATION, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THIS AGREEMENT, (3) THE INDIVIDUAL USING THE SERVICE HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU (AS AN INDIVIDUAL IF ON YOUR OWN BEHALF OR FOR THE ENTITY THAT EMPLOYS YOU) ("YOU" OR "YOUR") AND, (4) BY SUCH USE, THIS AGREEMENT CONSTITUTES A BINDING AND ENFORCEABLE OBLIGATION BETWEEN YOU AND OPMANTEK SOFTWARE PTY LTD (ACN 160362907) ("LICENSOR"). IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE SERVICES OR THE DOCUMENTATION. LICENSOR MAY MAKE CHANGES TO THE SERVICES AT ANY TIME. IN ADDITION, LICENSOR MAY MAKE CHANGES TO THE TERMS OF THIS AGREEMENT AT ANY TIME, AND LICENSOR WILL POST NOTICE OF THE CHANGES ON THE LOG-IN SCREEN FOR THE SERVICES AND REQUIRE YOU TO ACKNOWLEDGE AND AGREE TO THE CHANGED TERMS. YOUR CONTINUED USE OF THE SERVICES AFTER SUCH CHANGES HAVE BEEN POSTED WILL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THE UPDATED AGREEMENT.

1. Services

1.1. Access and Use License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to You on the Effective Date (defined below) a limited, non-exclusive, non-transferable right to access and use the services provided by Licensor to You pursuant to this Agreement, and a limited, non-exclusive, non-transferable license (without the right to sublicense) to install and use any downloadable software components ("Downloadable Software") made available therein (the services and Downloadable Software together, the "Services") in accordance with the printed paper, electronic or online user instructions and help files made available by Licensor for use with the Services as may be updated from time to time by Licensor (the "Documentation") in each case solely for Your internal business purposes and not any production or commercial use, including but not limited to any embedding, bundling, or other such resale of the Services (the "Authorized Purposes"). Your use of the Services may not exceed the number of user subscriptions You have purchased pursuant to the online ordering document on Licensor's website ("Order Form"), and may be subject to certain other limitations, which limitations will be provided to You as they become required. The Effective Date is the earlier of the date on which You first clicked on the "I Accept" button and the date on which You started using the Services.

1.2. Third-Party Hosting. Licensor may use the services of one or more entities who are not a party to this Agreement ("Third Parties") to deliver any part of the Services. Licensor will pass through any warranties to the extent that Licensor receives any from its then-current Third-Party service provider and, at Your request, Licensor shall provide the relevant terms unless they are confidential. You agree to comply with any acceptable use policies and other terms of any Third Party service provider.

1.3. Restrictions. You will not directly, and You shall not permit any Third Party to: (a) copy or use the Services except

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as expressly permitted by this Agreement; (b) relicense, sublicense, distribute, sell, resell, assign rent or lease the Services or otherwise transfer Your rights to use the Services; (c) use the Services for third-party training, time-sharing or service bureau use; (d) adapt, alter, modify, translate, reverse engineer, disassemble or decompile the object code, source code or underlying ideas or algorithms of the Services, except to the extent expressly permitted by applicable law, and then only after You have notified Licensor in writing of Your intended activities; (e) publish or disclose to Third Parties any evaluation of the Services without Licensor's prior written consent; (f) use the Services for any purpose other than its intended purpose; (g) interfere with or disrupt the integrity or performance of the Services; or (h) attempt to gain unauthorized access to the Services or their related systems or networks. For any prospective user that is not Your employee, You shall, prior to allowing the prospective user access to the Services, have the prospective user sign an agreement with You containing an equivalent level of protection for Licensor and its intellectual property (the "Services Access Terms") as this Agreement. Without limitation, the Services Access Terms must contain provisions that (w) disclaim all express and implied warranties on behalf of Licensor, (x) disclaim and exclude all liability on the part of Licensor for direct, indirect, consequential, incidental and special damages, (y) prohibit the copying, modification, reverse engineering, decompiling and disassembly of the Services, and (z) terminate the prospective user's access to the Services upon any termination, expiration or cancellation of this Agreement. You are responsible for compliance by each user with the terms of this Agreement and the Services Access Terms.

1.4. Ownership. As between Licensor and You, all right, title and interest in and to all copies and derivatives thereof of Downloadable Software, Documentation and Feedback (defined below), are and will remain the sole and exclusive property of Licensor. As between Licensor and You, all right, title and interest in the intellectual property rights in the Services are and will remain the sole and exclusive property of Licensor. You do not acquire any other rights, express or implied, in the Services other than those rights expressly granted under this Agreement. You hereby do and will irrevocably assign to Licensor all evaluations, ideas, feedback and suggestions made by You to Licensor regarding the Services (collectively, "Feedback") and all intellectual property rights therein. All rights not expressly granted by Licensor to You are hereby reserved by Licensor. You shall not delete or in any manner alter or change any copyright, trademark and other proprietary rights notices appearing on the Services and the Documentation and shall reproduce them on all copies made by or for You.

1.5. Registration and Product Licensing Information. The registration information provided by You when registering the Services or renewing Your subscription to the Services and product licensing information generated by the Services may be submitted to Licensor. This information will only be used for the purpose of maintaining the registration of Your subscription and will be treated as Your Confidential Information. No other information provided by You or collected or stored by the Services will be submitted to the Licensor by the Services.

1.6. Aggregated Statistics. Notwithstanding anything else in this Agreement or otherwise, Licensor may monitor Your use of the Services and use data and information related to such use, Your Data, and other information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Licensor and You, all right, title and interest in all

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intellectual property rights therein, belong to and are retained solely by Licensor. You acknowledge that Licensor will be compiling Aggregated Statistics based on Your Data and other information input by other customers into the Services and You agree that Licensor may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify You or Your Confidential Information.

2. PASSWORDS; SECURITY.

2.1. Passwords. Licensor will issue to You, user logins and passwords for each subscription authorized to access and use the Services. You shall be, and shall ensure that each of Your users are, responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by You and Your authorized users. You are solely responsible for any and all access and use of the Services that occurs using logins and passwords Licensor issues to You. You shall restrict Your users from sharing passwords. You agree to immediately notify Licensor of any unauthorized use of any account or login and password issued to You, or any other breach of security known to You. Licensor shall have no liability for any loss or damage arising from Your failure to comply with the terms set forth in this Section.

2.2. No Circumvention of Security. Neither You nor any of Your users may circumvent or otherwise interfere with any user authentication or security of the Services. You will immediately notify Licensor of any breach, or attempted breach, of security known to or reasonably suspected by You.

2.3. Security. Licensor will use commercially reasonable efforts to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of all data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of You and received and analyzed by the Services ("Your Data"). Notwithstanding the foregoing, You acknowledge that, notwithstanding any security precautions deployed by Licensor, the use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Your Data. The licensor cannot and does not guarantee the privacy, security, integrity or authenticity of any information transmitted over or stored in any system connected to or accessible via the Internet or otherwise or that any such security precautions will be adequate or sufficient. Licensor shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3. YOUR OBLIGATIONS.

3.1. Your System. You are responsible for (a) obtaining, deploying and maintaining Your internal website(s), services, and other equipment and software used in the conduct of Your business, and all computer hardware, software, modems,

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routers and other communications equipment necessary for You to access and use the Services via the Internet; (b) contracting with third-party ISP, telecommunications and other service providers to access and use the Services via the Internet; and (c) paying all third-party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in this Agreement, Licensor shall not be responsible for supplying any hardware, software or other equipment to You under this Agreement.

3.2. Acceptable Use Policy. You shall be solely responsible for Your actions and the actions of Your users while using the Services. You acknowledge and agree: (a) to abide by all local, state, national, and international laws and regulations applicable to Your use of the Services, including without limitation the provision and storage of Your Data; (b) not to send or store data on or to the Services which violates the rights of any individual or entity established in any jurisdiction; (c) not to upload in any way any information or content that contain viruses, worms, time bombs, Trojan horses and other harmful or malicious codes, scripts agents, or programs, or data that may damage the operation of the Services or another's computer or mobile device; (d) not to upload in any way any data regarding an individual's financial or economic identity, sexual orientation, religious beliefs, medical or physical identity, or an individual's first name and last name, or first initial and last name, in combination with any one or more of the following data elements that relate to such individual: Social Security number, driver's license number or state-issued identification card number, financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; (e) not to use the Services for illegal, fraudulent, unethical or inappropriate purposes; (f) not to interfere or disrupt networks connected to the Services or interfere with other ability to access or use the Services; (g) not to distribute, promote or transmit through the Services any unlawful, harmful, obscene, pornographic or otherwise objectionable material of any kind or nature; (h) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (i) not to interfere with another customer's use and enjoyment of the Services or another person or entity's use and enjoyment of similar services; (j) not to use the Services in any manner that impairs the Services, including without limitation the servers and networks on which the Services is provided; (k) to comply with all regulations, policies and procedures of networks connected to the Services and Licensor's service providers; and (l) to use the Services only in accordance with the Documentation. You acknowledge and agree that Licensor neither endorses the contents of any of Your communications or Your Data, nor assumes any responsibility for any offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. Licensor may remove any violating content posted or stored using the Services or transmitted through the Services, without notice to You. Notwithstanding the foregoing, Licensor does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit Your Data, Other Information, or any other information or data input into or stored in the Services for completeness, integrity, quality, accuracy or otherwise. You shall be responsible and liable for the completeness, integrity, quality and accuracy of Your Data and Other Information input into the Services. Licensor reserves the right to amend, alter, or modify Your conduct requirements as set forth in this Agreement at any time. Licensor may deliver notice of such updated requirements to You via e-mail or through the

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Services. Your continued access to and use of the Services following the issuance of such updated requirements shall constitute Your acceptance thereof. Licensor may upon written notice to You amend this Section 3.2.

3.3. Accuracy of Your Contact Information; Email Notices. You agree to provide accurate, current and complete information as necessary for Licensor to communicate with You from time to time regarding the Services, issue invoices or accept payment, or contact You for other account-related purposes. You agree to keep any online account information current and inform Licensor of any changes in Your legal business name, address, email address and phone number. You agree to accept emails from Licensor at the e-mail addresses specified for login purposes. In addition, You agree that Licensor may rely and act on all information and instructions provided to Licensor by You from the above-specified e-mail address.

3.4. Temporary Suspension. Licensor may temporarily suspend Your access to the Services in the event that either You or Your users are engaged in, or Licensor in good faith suspects You or any of Your users is engaged in, any unauthorized conduct (including, but not limited to any violation of this Agreement). Licensor will attempt to contact You prior to or contemporaneously with such suspension; provided, however, that Licensor's exercise of the suspension rights herein shall not be conditioned upon Your receipt of any notification. A suspension may take effect for Your entire account. You agree that Licensor shall not be liable to You, any of Your users, or any other third party if Licensor exercises its suspension rights as permitted by this Section. Upon determining that You have ceased the unauthorized conduct leading to the temporary suspension to Licensor's reasonable satisfaction, Licensor shall reinstate Your access and use of the Services. Notwithstanding anything in this Section to the contrary, Licensor's suspension of Services is in addition to any other remedies that Licensor may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Licensor may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

3.5. Data Privacy. You understand and expressly agree that Your Data may be transferred to and processed by Licensor (including by Licensor's affiliates and service providers) in the United States, in accordance with Licensor's Privacy Policy which may be found here <https://opmantek.com/privacy-policy/>. You further acknowledge that Your Data may include MAC address, IP address, location information and other information that is considered personal information by or otherwise regulated under applicable data privacy, protection, security or similar laws, rules and regulations ("Privacy Laws"). You acknowledge and agree that You are responsible for ensuring that any collection, use, storage, access, transfer and other processing (collectively, "Processing") of Your Data pursuant to this Agreement and the Services (including any personal information or other regulated categories of information), as well as the transfer of Your Data pursuant to this Agreement, complies with all applicable laws, rules and regulations. Without limiting the foregoing, You represent, warrant and covenant that, where required by applicable law, You shall provide notice to and obtain consent from end-users (individuals or otherwise) regarding the Processing of Your Data by You and Licensor pursuant to this Agreement and the Services.

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4. Fees

The fees for the Services are set forth in the Order Form. Except for any applicable trial period, the payment of the fees for all subscriptions of the Services shall be due prior to the use of the Services for the Term. The fees shall not include any taxes.

5. Enhancements

Certain enhancements to the Services made generally available at no cost to all subscribing customers during the applicable Subscription Term will be made available to You at no additional charge. However, the availability of some new enhancements to the Services may require the payment of additional fees, and Licensor will determine at its sole discretion whether access to any other such new enhancements will require an additional fee. This Agreement will apply to, and the Services include, any bug fixes, error corrections, new builds, enhancements, updates, upgrades and new modules to the Services subsequently provided by Licensor to You hereunder.

6. No Warranties

LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY. YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT (A) THE SERVICES WILL OPERATE IN COMBINATION WITH HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY LICENSOR, EXCEPT AS EXPRESSLY SPECIFIED IN THE DOCUMENTATION; (B) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (E) THE SERVICES WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (F) THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LICENSOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

7. Confidentiality

The party receiving any information ("Receiving Party") from the other party ("Disclosing Party") that a Disclosing Party should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information ("Confidential Information") shall maintain the

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Confidential Information of the Disclosing Party in confidence for a period of seven (7) years after the termination of this Agreement. The Receiving Party agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The Receiving Party shall protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party to the same degree that it takes to protect its own confidential information of similar importance and in no event less than reasonable care. This section shall not apply to any Confidential Information which is (a) in the public domain or which enters into the public domain without the action or inaction of the Receiving Party, (b) is known to the Receiving Party prior to the disclosure of the Confidential Information, or (c) is developed by the Receiving Party without access to the Confidential Information of the Disclosing Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the confidential nature of the Confidential Information to the agency; (y) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

8. Termination

8.1. Term. Until it is terminated as provided below, this Agreement is effective for one (1) year after the Effective Date ("Initial Term") and shall be automatically extended for subsequent one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Subscription Term") unless You give Licensor notice of non-renewal at least thirty (30) days prior to the initial date of the next Renewal Term. Either party may terminate this Agreement prior to the end of a term if the other party materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for thirty (30) days following written notice of the breach.

8.2. Termination by Licensor. Licensor may terminate this Agreement at any time if You materially breach Your obligations hereunder and, where such breach is curable, such breach remains uncured for thirty (30) days following written notice of the breach. For breaches of Section 7 (Confidentiality), Licensor may terminate the Agreement immediately upon notice.

8.3. Termination by You. You may terminate this Agreement at any time by providing written notice to Licensor and ceasing all use of and access to the Services. However, if You terminate this Agreement during the Initial Term or any Renewal Term, Licensor is not obligated to refund any fees to You.

8.4. Effects of Termination. If this Agreement is terminated, (a) You shall immediately cease use of and access to the Services, (b) all fees and other amounts owed to Licensor as may be applicable shall be immediately due and payable by You, and (c) upon written request from Licensor, You will certify in writing to the Licensor within thirty (30) days after such termination that You have either destroyed, permanently erased or returned to Licensor the Services, Documentation and all items of Confidential Information, including any copies, extracts or portions thereof.

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9. General Terms

9.1. Law. This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of the State of California and the federal U.S. laws applicable therein, without giving effect to any choice of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (if both parties reside in the US) or its JAMS International Arbitration Rules (if any party resides outside the US). Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the above, nothing in this Agreement shall be deemed as preventing a party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute as necessary to protect that party's name, proprietary information, trade secrets, know-how, or any other intellectual property or proprietary rights.

9.2. Disclaimer of Consequential Damages. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY YOU, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.3. Limitation of Liability. IN NO EVENT WILL LICENSOR'S LIABILITY HEREUNDER FOR CUMULATIVE, AGGREGATE DAMAGES EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO LICENSOR FOR THE SERVICES IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR SUCH DAMAGES.

9.4. Allocation of Liability. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS ARTICLE 9 AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH LICENSOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LICENSOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

9.5. Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

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9.6. No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Licensor; provided however that in the case of a merger or sale of all or substantially all of Your assets, You may request a waiver and Licensor will not unreasonably withhold its consent. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

9.7. Government Contracting. The Services under this Agreement utilize software and technology that is “commercial computer software” (as that term is described in DFAR 252.227-7014(a)(1)). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations (“FAR”) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“DOD”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors. If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in this Agreement.

9.8. Export Administration. You will comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively “Export Controls”). Without limiting the generality of the foregoing, You will not, and You will require Your representatives not to, export, direct or transfer the Services, or any of the underlying information, software, or technology, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

9.9. Entire Agreement. This Agreement, including all applicable Order Forms, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior or simultaneous agreements or understandings with respect thereto. No modification, extension or waiver of or under this Agreement is valid unless it is made in a writing which identifies itself as an amendment to this Agreement and that writing is signed by an authorized representative of the party sought to be charged therewith. No waiver will constitute, or be construed as, a waiver of any other obligation or condition of this Agreement. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of any paragraph or in any way affect the section.

9.10. Relationship of the Parties. Licensor is an independent contractor to You. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

9.11. Force Majeure. Licensor shall not be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy; strikes or other labor problems; any law, act, order, proclamation, decree, regulation, ordinance,

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or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction; or any other event beyond the reasonable control of Licensor.

Service Level Agreement

This Service Level Agreement (the “SLA”) applies to Services purchased from OPMANTEK SOFTWARE PTY LTD (“Licensor”). This SLA is incorporated into, and forms part of, the terms of service applicable to your access to and use of the Services (the “Terms”). Capitalized terms not defined in this SLA have the meanings given to them in the applicable Terms.

- 1. Availability.** Subject to the terms and conditions of the Terms, Licensor will use commercially reasonable efforts to make the Services available with minimal downtime 24 hours a day, 7 days a week; provided, however, that the following are excepted from availability commitments: (a) planned downtime (with regard to which Licensor will use commercially reasonable efforts to provide at least 48 hours advance notice), (b) routine maintenance times currently scheduled for every Sunday, 10:01 p.m. to 04:00 a.m. CST and as otherwise specified by Licensor, and (c) any unavailability caused by the circumstances described in Section 9.11 (Force Majeure) of the Terms.

Support. Licensor may make a variety of support services offerings available to its customers and will provide You with the applicable level of support to which You are entitled based on Your purchase, if any, as specified in the Order Form.

End User Licensing Agreement (EULA)

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT"). BY USING THE SOFTWARE YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THIS AGREEMENT, (3) THE INDIVIDUAL USING THE SOFTWARE HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU (AS AN INDIVIDUAL IF ON YOUR OWN BEHALF OR FOR THE ENTITY THAT EMPLOYS YOU ("YOU" OR "YOUR") AND, (4) BY SUCH USE, THIS AGREEMENT CONSTITUTES BINDING AND ENFORCEABLE OBLIGATION BETWEEN YOU AND OPMANTEK SOFTWARE PTY LTD (ACN 160362907). ("LICENSOR").

1. SOFTWARE LICENSE

1.1. Limited License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to You on the Effective Date (defined below) a limited, non-exclusive, non-transferable license (without the right to sublicense) to install and use the number of copies of Licensor's commercial software for which You have paid the license fee (except as provided below) for the licensed purpose ("Authorized Copies") in object code form only ("OT Software") on blades or servers or virtual machines owned or controlled by You solely for Your own internal business operations (the OT Software includes any updates provided by Licensor). In the case where You have paid a license fee for unlimited use of the software the software may only be used for the Unlimited Purpose. "Unlimited Purpose" means the commercial software must be installed in a single physical location and used by a single team and single Network Operations Center and the software cannot be used in a Managed Service Provider environment (i.e cannot be used to provide services to third parties which are not controlled, controlling or under common control with You) and is to manage blades, servers, routers, switches, firewalls and other equipment owned or controlled by You. The Unlimited Purpose may be altered by written agreement with Opmantek. If You are a party to this Agreement, You may request a license to the source code of the Software which the Licensor may provide in some circumstances. The Effective Date is the date on which payment for the Authorized Copies is received by the Licensor.

1.2. Third Party Software. The OT Software is also distributed with certain third party software listed at <http://opmantek.com/licensing> ("Third Party Software"). The Third Party Software is subject to the terms of the relevant third party licenses set forth at <http://opmantek.com/licensing> ("Third Party Software Licenses"). OT Software and the Third Party Software together are the "Combined Software Package". You will comply with the Third Party Software Licenses for the relevant Third Party Software. **1.3 Restrictions.** You will not copy or use the OT Software except as expressly permitted by this Agreement. You will not sublicense, rent or lease the OT Software or use the OT Software for third-party training, time-sharing or service bureau use. You will not, and will not permit any third party to, copy, adapt, alter, modify, translate, reverse engineer, disassemble or decompile the OT Software, except to the extent expressly permitted by applicable law, and then only after You have notified Licensor in writing of Your intended activities. The OT Software is licensed, not sold and the ownership of all copies of the OT Software shall remain with Licensor. **1.4 Ownership.** All right, title and interest, including all intellectual property rights, in and to the OT Software, and all copies

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and derivatives thereof, are and will remain the sole and exclusive property of Licensor. You do not acquire any other rights, express or implied, in the OT Software other than those rights expressly granted under this Agreement. All rights not expressly granted by Licensor to You are hereby reserved by Licensor. You shall not delete or in any manner alter or change any copyright, trademark and other proprietary rights notices appearing in the Combined Software Package and shall reproduce them on all copies made by or for You. 1.5 No Support. Licensor has no obligation to provide support, maintenance, upgrades, modifications or new releases under this Agreement. Any support services shall be provided by a separate agreement and may be subject to additional fees. 1.6 Registration and Product Licensing Information. Registration information provided by You when registering the OT Software or renewing Your subscription to the OT Software and product licensing information generated by the OT Software may be submitted to the Licensor. This information will only be used for the purpose of maintaining the registration of Your Limited License and will be treated as Your Confidential Information. No other information provided by You or collected or stored by the OT Software will be submitted to the Licensor by the OT Software.

1.7. Updates. You acknowledge that the Licensor may from time to time issue updates to the OT Software. If you elect to install such updates, you agree that this Agreement will apply to all such updates.

2. SOFTWARE LICENSE

The fees for each copy of the OT Software are set forth in the Opmantek Fee Schedule. Except for any trial period, the payment of the fees for all Authorized Copies shall be due prior to the use of the OT Software for the Term. The “Term” is the period commencing on the Effective Date and ending when the Agreement is terminated as provided below. The fees shall not include any taxes.

3. NO WARRANTIES

LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE COMBINED SOFTWARE PACKAGE. THE COMBINED SOFTWARE PACKAGE IS PROVIDED “AS IS” WITH NO WARRANTY. YOU AGREE THAT YOUR USE OF THE COMBINED SOFTWARE PACKAGE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMBINED SOFTWARE PACKAGE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Licensor does not warrant that the OT Software will operate in combination with hardware, software, systems or data not provided by Licensor, except as expressly specified in the Documentation.

4. CONFIDENTIALITY

The party receiving any information (“Receiving Party”) from the other party (“Disclosing Party”) that a Disclosing Party

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that a Disclosing Party should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information (“Confidential Information”) shall maintain the Confidential Information of the Disclosing Party for a period of seven (7) years after the termination of this Agreement. The Receiving Party agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The Receiving Party shall protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party to the same degree that it takes to protect its own confidential information of similar importance and in no event less than reasonable care. This section shall not apply to any Confidential Information which is in the public domain or which enters into the public domain without the action or inaction of the Receiving Party, is known to the Receiving Party prior to the disclosure of the Confidential Information or the Receiving Party develops the information without access to the Confidential Information of the Disclosing Party.

5. TERMINATION

5.1. Term. Until it is terminated as provided below, this Agreement is effective for one (1) year after the Effective Date (“Initial Term”) and shall be automatically be extended for another one (1) year period (each a “Renewal Term”) unless you give notice Licensor thirty (30) days prior to the initial date of the next Renewal Term. Either party may terminate this Agreement prior to the end of a term if the other party materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for thirty days following written notice of the breach.

5.2. Termination by Licensor. The Licensor may terminate this Agreement at any time if You materially breach its obligations hereunder or You violate the Third Party License for the relevant Third Party Software and, where such breach is curable, such breach remains uncured for thirty days following written notice of the breach. For breaches of Section 4, Licensor may terminate the Agreement immediately upon notice.

5.3. Termination by You. You may terminate this Agreement at any time by destroying or returning to Licensor all copies of the OT Software licensed to You. However, if You terminate this Agreement during the Initial Term or any Renewal Term, the Licensor shall not be obligated to refund any fees.

5.4. Return of OT Software Upon Termination. If this Agreement is terminated, You shall (a) immediately cease using the applicable OT Software, and (b) upon written request from Licensor, you will certify in writing to the Licensor within thirty (30) days after such termination that You have either destroyed, permanently erased or returned the OT Software and the Documentation in all forms and all copies including backup copies to the Licensor.

6. GENERAL TERMS

6.1. Law. This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of the State of California and the federal U.S. laws applicable therein, without giving effect to any choice of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of

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Goods, the application of which is expressly excluded. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (if both parties reside in the US) or its JAMS International Arbitration Rules (if any party resides outside the US). Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the above, nothing in this Agreement shall be deemed as preventing a party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute as necessary to protect that party's name, proprietary information, trade secrets, know-how, or any other intellectual property or proprietary rights.

6.2. Disclaimer of Consequential Damages. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY YOU, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3. Limitation of Liability. IN NO EVENT WILL LICENSOR'S LIABILITY FOR DAMAGES HEREUNDER EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO LICENSOR FOR THE OT SOFTWARE IN THE PRIOR TWELVE MONTHS.

6.4. Allocation of Liability. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS ARTICLE 6 AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH LICENSOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LICENSOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

6.5. Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

6.6. No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Licensor; provided however that in the case of a merger or sale of all or substantially all of Your assets, You may request a waiver and Licensor will not unreasonably withhold its consent. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

6.7. Government Contracting. The OT Software under this Agreement is "commercial computer software" (as that

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term is described in DFAR 252.227-7014(a)(1)). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations (“FAR”) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“DOD”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

6.8. Export Administration. You will comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively “Export Controls”). Without limiting the generality of the foregoing, You will not, and You will require Your representatives not to, export, direct or transfer the Software, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

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Crypt::CBC

Crypt::DES

Licensing

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File::stat

Hash::Merge

IO::Socket::SSL

JSON

JSON::XS

libnet

libwww-perl

List::MoreUtils

MIME-tools

MIME::Base64

Mojolicious

MongoDB

Moo

Moose

MooX::Types::MooseLike

Net::Appliance::Session

Net::LDAP

Net::SMTP::SSL

Net::SMTPS

Net::Syslog

PathTools

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Proc::Queue

RRDs

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