

ALGORIUS NET VIEWER

LICENSE AGREEMENT

Please read the terms and conditions of this License Agreement before using Algorius Net Viewer software.

This Licensing Agreement (hereinafter referred to as the Agreement) is concluded between you as an individual or a legal entity (hereinafter referred to as the Licensee) and Algorius Software LLC., (hereinafter referred to as the Licensor) who retains the exclusive right to the Algorius Net Viewer software (hereinafter referred to as the Product).

Your selecting “I accept the terms and conditions of the License Agreement” and clicking “Next” during installation means you expressly accept the terms and conditions of this Agreement. If you do not accept the terms and conditions of this Agreement, you must stop installing the Product and click “Cancel”. Once you have clicked “I accept the terms and conditions of the License Agreement”, you are entitled to use the Product under the following terms and conditions of this Agreement:

GENERAL TERMS AND CONDITIONS

The Licensor can change or amend this Agreement at any time. The information contained in the Product may be changed without prior notice and does not present any obligations or guarantees from the Licensor under the Agreement.

A host hereunder means one DNS name or one IP address, and an inventory card means an inventory card created in the application for automatic or manual data record keeping.

FREE LICENSE

The Licensor provides and distributes this Product as shareware. This Agreement provides non-exclusive rights to use the Product shareware for an unlimited time. The Product shareware allows you to use up to 5 computer network maps at a time, add up to 25 devices to each map, monitor up to 25 hosts, create up to 25 inventory cards, view reports for a period of no more than 1 month. The Licensee can eliminate these restrictions by registering the Product with a commercial license purchased from the Licensor or the Licensor’s partners. The Licensee can copy the Product shareware for achieve and distribute it unchanged without charge.

COMMERCIAL LICENSE

The commercial license allows you to register the Product and use its registered version in accordance with the terms of a specific license. Each commercial license includes the following terms: validity period, access to new Product versions, the maximum number of monitoring hosts and the maximum number of inventory cards available.

According to their validity period, commercial licenses are divided into annual licenses with a validity period of 1, 2 and 3 years and perpetual licenses with an unlimited validity period. Licenses become valid on the date the registration key is generated unless otherwise agreed with the Licensor. Annual licenses of 1, 2 and 3 years validity period expire after 1, 2 and 3 years respectively, starting from the date the registration key is generated unless otherwise agreed with the Licensor. When the annual license expires, the Product enters the shareware operation mode. Should this be the case, the Licensee can purchase a new commercial license or use the Product in the shareware operation mode, or refuse to use the Product.

A commercial license is valid for all Product versions released during its period of access to updates. The period of access to updates for annual licenses is the same as the license's validity period. The period of access to updates for perpetual licenses is at least 1 year and can be extended at any time by paying the extension cost. However, if the period of access to updates of the current license has not expired, the remaining period is saved and added to the new period. Once the extension cost is paid by the Licensee, he is given a new registration key which becomes valid from the date of its generation, whereas the current registration key is blocked. If the Licensee installs a new Product version, released after the expiration of the access to updates, the Product will operate as shareware. Then the Licensee can purchase a new commercial license or extend the period of access to updates for the perpetual license, or use previous Product versions for the perpetual license, or use the Product as shareware, or refuse to use the Product.

According to the number of monitoring hosts and inventory cards available, all commercial licenses are divided into limited and unlimited ones. The limited licenses include those with "ANV-25", "ANV-50", "ANV-100", "ANV-250", "ANV-500", "ANV-1000", "ANV-2500", "ANV-5000" and "ANV-10000" indices. The unlimited licenses include those with "ANV-Unlim" index. The licenses with "ANV-25", "ANV-50", "ANV-100", "ANV-250", "ANV-500", "ANV-1000", "ANV-2500", "ANV-5000", "ANV-10000" indices allow you to monitor up to 25, 50, 100, 250, 500, 1,000, 2,500, 5,000, 10,000 hosts, respectively, and create up to 25, 50, 100, 250, 500, 1,000, 2,500, 5,000, 10,000 inventory cards, respectively. The license with "ANV-Unlim" index allows you to monitor an unlimited number of hosts and create an unlimited number of inventory cards.

The Licensee can increase the number of hosts and inventory cards by replacing the License. To do so, it is enough to pay the cost difference between the current license and the new one. The cost difference is determined at the time of purchase of the new license. In this case, the expiration date of the new license will be the same as the expiration date of the current license, and the expiration date of access to updates of the new license will be the same as the expiration date of access to updates of the current license. The Licensee will be given a new registration key for the new license, and the registration key for the current license will be blocked.

A commercial license provides the Licensee with non-exclusive rights to install and use the Product on an unlimited number of computers owned by the Licensee. Licenses with indices "ANV-500", "ANV-1000", "ANV-2500", "ANV-5000", "ANV-10000" and "ANV-Unlim" provide the Licensee with non-exclusive rights to install and use the Product on an unlimited number of computers owned by the Licensee's customers to whom the Licensee provides IT services under a civil law contract. The number of Product installations with the same registration key is not limited to any license. The total number of hosts polled using the license purchased cannot exceed the number of hosts specified in the license. The total number of inventory cards created using the purchased license cannot exceed the number of inventory cards specified in the license. The number of persons using the Product on the Licensee's computers is not limited for any license. It is prohibited to install and use the Product on computers owned by third parties to whom the Licensee does not provide IT services under a civil law contract. Any third parties, including the Licensee's customers, cannot install and use the Product on computers that are not owned by the Licensee. It is prohibited to use licenses with "ANV-25", "ANV-50", "ANV-100" and "ANV-250" indices on computers that are not owned by the Licensee. The Licensee, who uses the Product on his customer's computers under a civil contract, must remove the Product from all the customer's computers upon the expiration of this contract.

Licenses "Starter", "Intermediate", "Standard", "Advanced", "Professional", "Unlimited", purchased until 2018 inclusive, must be considered equivalent to perpetual licenses with the indices "ANV-25", "ANV-50", "ANV-100", "ANV-500", "ANV-1000", "ANV-Unlim", respectively.

The Licensee can make a copy of the Product, provided that this copy will be used only for archive or to replace a legally purchased copy in cases where the original is lost, destroyed or unusable.

In the event that the Licensee's legal entity is restructured, the License can be re-registered to the legal entity that will be the legal successor of the rights to the License.

The license cannot be lent, put out on loan, hired out, leased. The license may not be sold or distributed in any form, except for resale directly to the name of the end user.

Technical support is provided to the Licensee upon purchasing a commercial license. The validity period of technical support for annual licenses is the same as these licenses' validity period. The validity period of technical support for perpetual licenses is the same as the period of access to updates.

Technical support refers to the service for provision of advice on resolving technical issues on a dedicated line (e-mail: support@algorius.com, HelpDesk: <https://www.algorius.com/support.html>) by the Licensor's specialists. Advice includes delivery of information on new versions, fixes, basic Product features, as well as advice on the Product installation, activation and operation.

COPYRIGHT NOTICES

This Product is the Licensor's intellectual property. All rights to the Product, including copyrights, licensing rights, patents, trademarks, trade secrets, design rights, engineering rights, moral rights and any other intellectual property rights are reserved by the Licensor. These rights cannot be transferred as part of this Agreement.

This program is protected by copyright laws and international treaties. Illegal reproduction or distribution of this program or any part thereof will result in civil, administrative or criminal liability by applicable law.

LIMITATIONS OF USE

You are expressly forbidden from making alterations or modifications to, adapt, decompile, disassemble, reverse engineer, or attempt to discover the source code without the expressed written permission from the Copyright Holder. It is prohibited to disclose your personal registration key to third parties.

LIMITATIONS OF LIABILITY

The Licensor does not guarantee the functionality of the Product in case of violation of the conditions described in the technical documentation, as well as if the Licensee violates the terms and conditions of this Agreement.

Under no circumstances, including negligence, are the Licensor, its subsidiaries or parent companies, branches or affiliates liable for direct, indirect, unintentional, intentional or incidental damages arising from the use or inability to use the services or products of the Licensor. Besides, you relive the Licensor and its affiliates from any compensation for any damage caused to you and agree not to make any claims against them arising from your using the Licensor's products or services.

DISCLAIMER

The Licensor, to the greatest possible extent permitted by applicable law, disclaims any warranties, expressed or implied, including those of merchantability and fitness for a particular purpose. This Product does not contain any built-in mechanisms to transfer personal data to third parties, but the Licensor disclaims any warranties associated with loss or leakage of such data. The licensor does its best to provide the Product without defects and never introduce defects intentionally, but it does not guarantee that any of the Product functions cannot be interrupted or error-free. Before purchasing a license, you should test the Product's usability and reliability of operation in your environment.

THE LICENSOR'S DETAILS

© 2010–2018, Algorius Software LLC. All Rights Reserved.

<https://www.algorius.com>