

## END-USER LICENSE AGREEMENT FOR SCOM 2012/2016 MAINTENANCE MODE SCHEDULER SOFTWARE

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If you are using the Software, you may:

(a) Install the Software on an unlimited number of computers in a single System Center 2012/2016 Operations Manager Management Group and a single System Center 2012/2016 Operations Manager Test/Development Management Group.

(b) Use the Software by an unlimited number of concurrent users as long as each user is employed by a single Organization and working at one of the official offices/branches.

SCOM 2012/2016 Maintenance Mode Scheduler

Registration:

If Licensee purchases the License directly from AMTM TECH INC, registration is automatic.

You agree that AMTM TECH INC may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse AMTM TECH INC for all reasonable expenses related to such audit in addition to any liabilities you may incur as a result of such non-compliance.

## 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

### 2.1 Software Activation.

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5. CONSENT TO USE OF DATA. You agree that AMTM TECH INC and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software.

AMTM TECH INC may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

5. Payment. You shall pay the License Fee (if any, as specified in the Order Schedule) when you purchase the Software. The License Fee shall become non-refundable upon installation of the Software.

Where you have elected to receive Services and/or Support, AMTM TECH INC shall invoice you for the Service Fee and Support Fee on an annual basis in advance.

You shall pay each invoice submitted by AMTM TECH INC:

(a) within 30 days of the date of the invoice unless otherwise agreed upon

AMTM TECH INC reserves the right to increase the Service Fee, Support Fee and License Fee.

8. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that AMTM TECH INC may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms.

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9. UPGRADES. To use Software identified as an upgrade, you must first be licensed for the software identified by AMTM TECH INC as eligible for the upgrade. After installing the upgrade, you may no longer use the original software that formed the basis for your upgrade eligibility, except as part of the upgraded software.

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13. SOFTWARE TRANSFER. Internal. You may transfer your copy of the Software to a different device. After the transfer, you must completely remove the Software from the former device. Transfer to Third Party. If you are the person who initially licensed the Software, you may make a one-time permanent transfer of this EULA, Software and Certificate of Authenticity (if applicable) to another end user, provided that you do not retain any copies of the Software. This transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.

14. TERMINATION. Without prejudice to any other rights, AMTM TECH INC may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.

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NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL

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18. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of AMTM TECH INC and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by AMTM TECH INC with respect to any breach of the Limited Warranty) shall be

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The guarantee - The Software is designed and offered as general-purpose software, not for any user's particular purpose. You accept that no Software is error free and you are strongly advised to back-up your files regularly.

Provided that you have a valid license, AMTM TECH INC guarantees that a) for a period of 90 days from the date of receipt of your license to use the Software or the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Software; and b) any support services provided by AMTM TECH INC shall be substantially as described in applicable written materials provided to you by AMTM TECH INC and AMTM TECH INC support engineers will use reasonable efforts, care and skill to solve any problem issues.

In the event that the Software fails to comply with this guarantee, AMTM TECH INC will either (a) repair or replace the Software or (b) return the price you paid. This guarantee is void if failure of the Software results from accident, abuse or misapplication. Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services.

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Should you have any questions concerning this EULA, or if you desire to contact AMTM TECH INC for any reason, please use the address information enclosed in this Software to contact the AMTM TECH INC subsidiary serving your country or visit AMTM TECH INC at <http://www.AMTM Tech Inc.com>