

TOTAL NETWORK INVENTORY

END USER LICENSE AGREEMENT

This license agreement is a legal agreement between you (the end user, either as an individual or an organization) and Softinventive Lab. The software "Total Network Inventory" and any of its supporting documentation and associated hardware are hereinafter referred to as the product.

By installing or using the product, you indicate your complete and unconditional acceptance of these terms and conditions. If you do not agree to the terms and conditions of this agreement, promptly remove the product (including the associated documentation) from your computer.

If any provision of this agreement is found to be unlawful or void, then that provision shall be severed from this agreement and will not affect the validity of the remaining provisions.

GENERAL

As part of our services, Softinventive Lab agrees to provide freely downloadable evaluation versions of this software. Softinventive Lab agrees to provide this service free of charge. You agree to use the service in accordance with the License Agreement.

Softinventive Lab may amend or modify this License Agreement at any time.

The information contained in the product is subject to change without notice and does not represent a commitment or contracted obligation on the part of Softinventive Lab.

EVALUATION LICENSE

This product is distributed as shareware. This license agreement grants you non-exclusive rights to use the product for an evaluation period of sixty (60) days from the date you install and run the product for the first time. During this period, the product will have some functional limitations, namely: random substitution of some text with the words "TRIAL VERSION" when printing and exporting the report, and the limitation of the maximum number of scanned computers and network devices to 50 assets. On the sixty-first (61) day after you installed the product, you must either register the product by means of purchasing a Commercial License from Softinventive Lab or remove all copies of the product in your possession and any related documentation.

COMMERCIAL LICENSE

After you purchase a Commercial License from Softinventive Lab for this product, the limitations of the evaluation version are removed. The Commercial License grants you non-exclusive rights to install and use a copy of this product (registering it with the obtained license key) to inventory the specified number of computers and network devices situated anywhere in the world.

The following types of licenses exist: licenses for internal use (25, 50, 100, 150, 250, 350, 500, 750, 1000, 1500, 2000 nodes, and Unlimited), and licenses for external use, i.e. for Managed Service Providers and IT Service Providers (MSP 100 nodes, MSP 500 nodes, and MSP Unlimited).

All devices in the network tree that were obtained during a successful scan (including imported) - use the license device counter. This includes Windows devices, Mac devices, Linux devices, FreeBSD devices, SNMP devices (switches, routers, printers, communicators, etc.), and ESXi devices.

All other devices in the network tree do not use the license counter. These are device stubs obtained from scan errors or from synchronization with Active Directory. Also, these are any custom devices created by user (including those with the specified type of Windows Desktop, etc.). The first type (stubs) do not have snapshots and will occupy a license when snapshots appear, while the second type (custom devices) cannot have snapshots and will never use the license counter.

The licenses for internal use (non-MSP licenses) can be used to inventory computers and networks belonging to the company or organization they are registered to (including affiliated and subsidiary companies). The licenses for external use (MSP licenses) can be used to inventory computers and networks belonging both to the licensee and to its customers and clients. It is expressly forbidden to use the licenses for internal use (non-MSP licenses) for inventory and audits of computer networks belonging to third-party organizations.

All license types can be used only by the person or by the staff of the organization they are registered to (including affiliated and subsidiary companies). Non-MSP licenses can also be used by the external staff that provides IT services to the licensee inside its computer networks.

The number of software installations with the same license key is not limited for any license type. For non-MSP licenses, the total number of computers and network devices inventoried by all installations must not exceed the licensed number, i.e. the license must cover all computers and devices managed by all installations. For MSP licenses, the license number limits only the number of computers and devices managed in a single installation, but there is no limit on the total number of managed computers in multiple installations.

All mentioned types of licenses may include an optional feature: Software Asset Management (SAM). The presence or absence of this feature does not influence any other license conditions.

Period of validity of the Commercial License is unlimited. This license includes time-unlimited free support, and time-limited free updates during one (1) year since the date of purchase of the license.

Any Commercial License is valid for an unlimited period of time for the following versions of this product: the version that was the latest on the date of purchase of the license, all previous versions, and all new versions that are released during one (1) year since the date of purchase. Using the versions that are released after one (1) year since the date of purchase requires a renewal of the license on the terms that are offered on Softinventive Lab's website at the time of such renewal. A renewal of the license extends the right to use the new versions of this product by one year starting from the date of renewal. Purchasing an upgrade (i.e. increasing the number of nodes, switching to the MSP license, or adding the SAM feature) extends the right to use the new versions of this product by one year starting from the date of purchase of the upgrade regardless of the date of purchase of the original license or its renewal.

You may make a single copy of the software only and no other part of the product in a machine readable form for backup use only.

This License Agreement (including the product) is not transferable. You may not lend, loan, lease, rent, sell or distribute the product (or copies) in any form, except for reselling, when the license key is registered immediately to the end-user company name. Also the license can be re-registered if the licensee company is taken over by another company.

COPYRIGHT NOTICES

The software product is owned by Softinventive Lab. All rights in the product including License Agreement Number, copyrights, licensing rights, patents, trademarks, trade secrets, design rights, engineering rights, moral rights, and any other intellectual property rights belong to Softinventive Lab. These rights are not transferred as part of this agreement.

LIMITATIONS OF USE

You are expressly forbidden from making alterations or modifications to, merge, adapt, decompile, disassemble, reverse engineer, or attempt to discover the source code without the expressed written permission from Softinventive Lab. You are expressly forbidden from using any part of the product in life saving or life critical applications without the expressed written permission from Softinventive Lab.

LIMITATIONS OF LIABILITY

Under no circumstances, including, but not limited to, negligence, shall Softinventive Lab, its subsidiary and parent companies or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, Softinventive Lab product or services. In addition, you release Softinventive Lab and its affiliates from any damages that you incur, and agree not to assert any claims against them, arising from your use of its products or services.

DISCLAIMER

Softinventive Lab does its best to provide defect-free product and does not introduce defects deliberately, but it does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that the company website, including forums and bulletin boards, or the server that makes it available, are free of viruses or other harmful components.

To the fullest extent permissible pursuant to applicable law, the company also disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

PRIVACY

If the user contacts Softinventive Lab by completing a feedback form in the software product, basic license and installation information about this product is also sent to us.

This product does not contain integrated mechanisms of transferring inventory information or other sensitive data outside of the user's network.

Softinventive Lab will not sell, distribute, or lease any personal information that you choose to provide us to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information that we think you may find interesting if you have previously informed us that you would like this to happen.

To learn how we collect, use and protect your information, please review the full Softinventive Lab privacy policy which you can find on our website: <https://softinventive.com/privacy/>