

## END-USER LICENSE AGREEMENT FOR SCOM SELF SERVICE PORTAL SOFTWARE

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If you are using the Software under the control of the License, you may:

(a) Install the Software on a single server in a single System Center Operations Manager Management Group and a single System Center Operations Manager Test/Development Management Group.

(b) Use the Software by a limited number of named users as long as each user is employed by a single Organization.

SCOM Self Service Portal

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

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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.

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

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Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to AMTM TECH INC with a copy of your receipt. You will receive the remedy elected by

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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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