



Digital Networks License Agreement Software Program

DNAS SL-DNAS0-00

License Terms

- 1. Software.** DECserver Network Access Software (DNAS) and DECserver Network Access Software Utilities that run on other computers, not on the DECserver itself. DECserver Network Access Software utilities include: Access Server Manager, Access Server Loader, Digital Networks Remote Access Security, Telnet Print Filter and HarvestD. This license allows you to use all the previously released DECserver software on DECserver 716, DECserver 732, DECserver 90M+, DECserver 900 hardware and DECserver ConX hardware. In addition, this license allows you to install and run this software on earlier DECserver models that have 4Mb of memory.
- 2. Devices / Computers.** DECserver Network Access Software may be run on the DECserver you have purchased. In addition DECserver Network Access Software may be loaded on computers that act as load hosts for the DECserver you have purchased. The DECserver Network Access Software utilities may be run on computers as needed to support the operation of the DECserver you have purchased.
- 3. Grant.** DNPG, L.L.C. d/b/a Digital Networks ("DIGITAL NETWORKS") will grant you a transferable, nonexclusive license to copy and use the software specified above (the "Licensed Software") and the accompanying documentation (the Licensed Software, the media embodying the Licensed Software, and the documentation are referred to in this Agreement as the "Licensed Materials"). The license granted to you by DIGITAL NETWORKS when you accept these terms authorizes you to copy and use the Licensed Software only on those devices or computers specified above or, if none are specified, only to those devices or computers sold to you by DIGITAL NETWORKS, its distributors or resellers on behalf of DIGITAL NETWORKS that execute the Licensed Software and is for internal use only. YOU MAY NOT USE, COPY, OR MODIFY THE LICENSED MATERIAL, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.
- 4. Copyright.** DNAS Software is licensed to DIGITAL NETWORKS and its suppliers and is protected by copyright laws and international treaties. Your rights to copy and use of the Software and associated documentation is subject to the applicable copyright laws and the express rights and restrictions of this License Agreement. You must include all copyright notices on all copies of the Licensed Materials you copy.

5. **Restrictions.** You may not rent, lease, or otherwise transfer the Software except as expressly authorized in this License Agreement. You may not remove any copyright, trademark, or other proprietary notices from the Software or the media. You may not reverse engineer, decompile, or disassemble the Software, except to the extent DIGITAL NETWORKS cannot prohibit such acts by law. You may transfer one copy of the Licensed Material with either the device or computer.

6. **No Warranty and Limitation of Liability.** NEITHER DIGITAL NETWORKS NOR ITS AFFILIATES MAKE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, AND IT IS LICENSED "AS IS". ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED, AND STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. ONLY TO THE EXTENT SUCH EXCLUSION OF IMPLIED WARRANTY(IES) IS NOT PERMITTED BY LAW. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION, AND PERFORMANCE OF THE LICENSED MATERIALS. IN NO EVENT WILL DIGITAL NETWORKS OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE LICENSED MATERIALS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR PROFITS OR FOR INABILITY TO USE THE LICENSED MATERIALS, TO ANY PARTY EVEN IF DIGITAL NETWORKS OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DIGITAL NETWORKS OR SUCH OTHER PARTYS LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE LICENSE FEE YOU PAID FOR THE LICENSED MATERIALS. Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation or incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

7. **General.** You are responsible for compliance with all applicable export or re-export control laws and regulations if you export the Software. This Agreement is governed by and is to be construed under the laws of the State Of New Hampshire. The 1980 United Nations Convention on contracts for the International Sale of Goods will not apply. If you have any questions concerning this Agreement, please contact your local DIGITAL NETWORKS sales office or write to Digital Networks, 20 N. Wentworth Ave. Londonderry NH 03053-7438 USA. All registered and unregistered trademarks are the sole property of their owners, and are specifically listed in the Software Product Description or user documentation for this Software Program.

Copyright, Digital Networks, and its licensees, 2007. All rights reserved.

Copyright 2007 DNPG, LLC ("DigitalNetworks"). All rights reserved. Printed in U.S.A.
Digital Networks, 20 N. Wentworth Ave. Londonderry NH. 03053-7438
Web site: <http://www.digitalnetworks.net>
Digital Networks is the trade name of DNPG, LLC.

SL-DNAS0-00

July 2007