## Definitions

"Software" means the executable object code and documentation for NETIKUS' Software, including all subsequent versions thereof includes, but is not limited to, any combination (suite) of the following products:

EventSentry is a monitoring solution that runs on Windows Server 2003-2022, Windows XP, Windows Vista and Windows 7 - 11 that actively monitors your servers (or workstations) event log, log files, system health, Active Directory and network. Configure EventSentry to notify you if important events matching your filter criteria occur or consolidate your event logs into one central location such as a central ODBC database. Through EventSentry, you can be actively notified in several ways when events take place including email, database, ASCII file, Syslog, SNMP, network (net send), process, sound and desktop. EventSentry will also monitor performance, services, disk space, processes, scheduled tasks and the addition/removal of installed software.

EventSentry SysAdmin Tools are a set of small and useful utilities designed to help network administrators with their daily administrative tasks. The EventSentry SysAdmin Tools contain mostly command-line application, but also applications with a user interface and applications that run as a service. The EventSentry SysAdmin Tools are freeware and continuously being enhanced.

EventSentry Admin Assistant is a toolkit designed to help network and server administrators working with Windows based servers perform certain administrative tasks on multiple servers in a batch mode. This helps administrators save time, as they do not have to perform tasks that are included in EventSentry Admin Assistant anymore.

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This Agreement will be governed by the laws of the United States of America and the State of Illinois both as to interpretation and performance.

#### 18. Integration Clause

The Licensee's remedies in this Agreement are exclusive.

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All tariffs, duties, sales or use tax on the Product(s) (except for taxes on the gross revenue, net income or property of Licensor are the responsibility of the Licensee.

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If an EventSentry feature advertised by NETIKUS.NET ltd does not work as described or documented, and you report this problem within 60 days after the receipt of the license key(s) (see http://www.eventsentry.com or the Help

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If Licensee is not covered by a Maintenance Plan and reports an error or bug in Software, Licensor will provide a patch for the version of Software that Licensor has access to based on his most recent Maintenance agreement. In case such patch does not exist, Licensor will make available at no cost to Licensee a newer version of Software which resolves the error or bug. If no fixes for the discovered error or bug exist, Licensor will engage in a reasonable effort to provide a fix at no cost to Licensee.

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