

Oracle® Communications Service Catalog and Design

Licensing Information User Manual

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You must obtain a Distribution License from ZOHO Corp. for distributing components of SNMP API as part of your application. The Distribution License grants you a worldwide, non-exclusive, non-transferable right to use and distribute permitted components of SNMP API in binary form embedded as part of your application. Unless specifically permitted, you may not distribute MIB Browser application, which is included in the SNMP API Professional Edition. You must contact us to obtain the appropriate Distribution License.

Display of Copyright Information: You must not remove any of the copyright information from the SNMP API documentation.

4. Development Support

During the development phase of your application, ZOHO Corp. provides you the option of availing Classic or Premium support. The terms of development support shall be as provided in Exhibit A. ZOHO Corp. specifically excludes upgrades from the support programs. Upgrade to SNMP API will be provided upon payment of an Upgrade License Fee in accordance with ZOHO Corp.'s then current pricing policy.

5. Deployment/Production Support

During the deployment phase of your application, ZOHO Corp. provides you Deployment/Production Support services. Please contact ZOHO Corp. Sales, for the deployment license terms, which may require additional fees.

6. Restrictions on Use

Regardless of how the SNMP API is being used, you may not reverse engineer, decompile, disassemble or otherwise attempt to determine source code of SNMP API. You may not publish or provide any results of benchmark tests run on SNMP API to a third party without prior written consent from ZOHO Corp. During the term of this Agreement, you shall not use the SNMP API to develop for commercial distribution software products that compete with SNMP API.

7. Term and Termination

This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of SNMP API. This Agreement will terminate immediately without notice from ZOHO Corp. if you fail to comply with any provision of this Agreement. Upon termination, you must destroy all copies of SNMP API.

8. Warranty Disclaimer and Limitation of Liability

ZOHO Corp. licenses SNMP API to you on an "as is" basis, without warranty of any kind. ZOHO Corp. hereby expressly disclaims all warranties or conditions, either express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose. You are solely responsible for determining the appropriateness of using SNMP API and assume all risks associated with the use of it, including but not limited to the risks of program errors, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

Some jurisdictions do not allow for the exclusion or limitation of implied warranties, so the above limitations or exclusions may not apply to you. ZOHO Corp. will not be liable for any direct damages or for any special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if ZOHO Corp. has been advised of the possibility of such damages. ZOHO Corp. will not be liable for the loss of, or damage to, your records or data, or any damages claimed by you based on a third party claim.

Some jurisdictions do not allow for the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

9. General

This Agreement is governed by the laws of the State of California. This Agreement is the only understanding and agreement we have regarding your use of SNMP API. You shall not export SNMP API or the derived application except in compliance with United States export regulations and applicable laws and regulations. It supersedes all other communications, understandings or agreements we may have had prior to this Agreement.

Exhibit A - Development Support Terms

A.1 Classic Support Terms

Business Hours 9 x 5

Acknowledgement (email response) within 2 Business Days

Email Support

Online Access (documentation, FAQs, release notes and white papers)

Service Pack (cumulative collection of workarounds, patches and bug fixes)

Minor Release (feature releases and service packs, indicated by a change in the decimal)

A.2 Premium Support Terms

Business Hours 9 x 5

Acknowledgement (email response) within 1 Business Day

Email Support

Online Access (documentation, FAQs, release notes and white papers)

Service Pack (cumulative collection of workarounds, patches and bug fixes)

Minor Release (feature releases and service packs, indicated by a change in the decimal)

Telephone Support

Customer Patches (Fixes to severity 1 problems that do not have any acceptable workaround)

Customer Owner (designated technical contact person for all technical issues and escalations)

Note: Upgrade (significant new features, additions to functionalities, indicated by a change in the number to the left of the decimal) is not included in both Classic and Premium support terms.