NUDESIGN ndCONF DEVELOPMENT STUDIO EVAL
for LINUX LICENSE AGREEMENT

LICENSE AGREEMENT

This is a legal agreement between you the End User, and NuDesign Technologies, Inc. ("NuDesign"). You should read this Agreement. Installing the Software, or authorizing any other person to do so, indicates your acceptance of the terms and conditions stated below. If you do not agree to the terms of this Agreement promptly destroy the downloaded Install and the accompanying items (including all documentation).

LICENSE

NuDesign grants you a time-limited, Non-exclusive User License to use the enclosed NuDesign software (the **"SOFTWARE"**). You are responsible for the selection of the **SOFTWARE** to achieve your intended results, and for the installation, use and results obtained from the **SOFTWARE.**

The License is for your internal evaluation and testing only, this **SOFTWARE** can not be copied, re-sold, re-licensed, demonstrated or otherwise used by you beyond the term of this Agreement, nor transferred to any party unless a separate agreement with NuDesign is reached.

This **SOFTWARE** provides: eval versions of NuDesign ndCONF Agent Development Studio containing evals of: extensible YANG Datastore Server, NETCONF / YANG Datastore SDK libs, YANG and MIB modules of Loadable Data Handlers (LDH) extension demo samples, source code included, mib_2_xml compiler tool, basic CLI Access Agent, NETCONF Access Agent, NETCONF Client application, NuDesign NETCONF SSH Demo Subsystem, SNMP Access Agent, optionally RESTCONF Access Agent and sample Web Client application. It requires use of several, Linux distribution provided, software libraries, listed under **COPYRIGHT NOTICES** section.

COPYRIGHT

Ownership of, and title to, the **SOFTWARE** and Documentation is held by NuDesign Technologies Inc. You must treat the **SOFTWARE** as you would any other copyrighted material with the following exception: Under this License Agreement, you may make archival copies of the **SOFTWARE** for the sole purpose of having a backup copy. You may not copy the documentation that accompanies the **SOFTWARE.**

NuDesign Team, NuDesign Technologies, ndCONF, ndCONF SDK, ndCONF Agent Development Studio, ndCONF Agent Builder, NuDesign ndCONF YANG Datastore Server, NuDesign NETCONF Client, NuDesign NETCONF Subsystem, NuDesign RESTCONF Client, NuDesign NETCONF Access Agent, NuDesign RESTCONF Access Agent, NuDesign SNMP Access Agent, NuDesign CLI Access Agent, NuDesign Web Access Agent, Visual xAgentBuilder for C++, Visual Embedded xAgentBuilder for C++, Visual xCLI Builder, Visual xManager Builder, NuDesign Web Access Agent Demo, Visual MIBuilder, Visual SNMP Traffic Monitor, Visual SNMP Manager, Visual MIBrowser Basic, Visual MIBrowser and Visual MIBrowser Professional are trademarks of NuDesign Technologies, Inc.

Copyright (c) 1998 - 2020 NuDesign Technologies, Inc. All Rights Reserved.

COPYRIGHT NOTICES

The other companies names and certain other keywords are trademarks or might be copyrighted and belong to their respective owners with all rights reserved.

The SOFTWARE implements the IETF specifications published as the RFC documents describing the NETCONF, RESTCONF, YANG and SNMP IETF standards.

The SOFTWARE may use several software libraries, provided with the Linux distribution, and described here as the "SOFTWARE COMPONENTS": OpenSSL, SSH, FastCGI, libxml2 and may also contain (or require use of) the following other SOFTWARE COMPONENTS, all licensed as Third Party, Open Source, Permissive License technologies.

A Linux Web Server, a SOFTWARE COMPONENT, such as Apache, LIGHTTPD, Nginx or others shall be used with the RESTCONF Access Agent feature; such SOFTWARE COMPONENT is also licensed as Third Party, Open Source, Permissive License technology.

Any copyright and permission notices included in the deployed SOFTWARE COMPONENTS shall be included in all copies or substantial portions of the re-distributed SOFTWARE. Such notices included in the SOFTWARE COMPONENTS provide that:

The json2xml C++ include (source) library.
Copyright (c) 2013 Cheedoong. Provided under the MIT License.

The XmlRpc software that is based on XmlRpc++ project.
Copyright (c) 2002-2003 by Chris Morley

This library is free software; you can redistribute it and /or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307

The PYANG software. A BSD / ISC License. An extensible YANG (RFC 6020) validator. Provides a framework for plugins that can convert YANG modules to other formats. Copyright (c) 2007-2020, Martin Bjorklund, mbj@tail-f.com

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.
THE SOFTWARE IS PROVIDED "AS IS" AND THE AUTHOR DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

The VLAN MIB example based on sections of Avaya RapidCity MIB. A BSD License. Copyright (c) 1997 - 2020 Bay Networks / Nortel / Avaya and their assigns.

NOTICES

You agree not to remove copies of the following notices (the "Notices") regarding proprietary rights, in all copies of the products that you installed, that are embedded in the source/object code. The embedded Notices may include any of the following:

Copyright (c) 1998-2020 NuDesign Technologies, Inc. All Rights Reserved.
Copyright (c) 1996-2020 Open Market, FastCGI Project, Rob Saccoccio & others, made available under simplified MIT License. All Rights Reserved.
Copyright (c) 1999-2020 The Gnome Project, libxml2 is made available under the MIT License. Copyright (C) 1998-2003 Daniel Veillard. All Rights Reserved.
Copyright (c) 1998-2020 The OpenSSH Project, made available under the BSD-style License. All Rights Reserved.
Copyright (c) 1998-2020 The OpenSSL Project, made available under the Apache Software License. All Rights Reserved.
Copyright (c) 2013 Cheedoong. The json2xml C++ source library. Provided under the MIT License.
Copyright (c) 2002-2003 XmlRpc Project by Chris Morley, made available under the Apache Software License. All Rights Reserved.
Copyright (c) 2007-2020, PYANG Project, Martin Bjorklund, mbj@tail-f.com, made available under permissive ISC License. All Rights Reserved.
Copyright (c) 1997 - 2020, The VLAN MIB, Bay Networks / Nortel / Avaya and their assigns, made available under the BSD License. All Rights Reserved.
Copyright (c) statements related to the pre-selected "SOFTWARE COMPONENTS" such as: Apache, LIGHTTPD, Nginx or other Web Server, made available under their Open Source, Permissive Licenses. All Rights Reserved.

The names of companies and products mentioned herein may be trademarks of their respective owners.

OTHER RESTRICTION ON USE

You may not transfer, rent, lease, sublicense or distribute this SOFTWARE. You may not reverse-engineer, decompile, or disassemble the SOFTWARE.

DISCLAIMER OF WARRANTY

This **SOFTWARE** is provided on an "AS IS" basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement. The entire risk as to the quality and performance of the **SOFTWARE** is borne by you. Should the **SOFTWARE** prove defective, you and not NuDesign Technologies Inc. assume the entire cost of any service and repair. In addition, the **SOFTWARE** may have inherent limitations, and you must determine that the **SOFTWARE** sufficiently meets your requirements. This disclaimer of warranty constitutes an essential part of the Agreement.

LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL NUDESIGN TECHNOLOGIES, OR ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR RELATED COMPANIES OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL NUDESIGN TECHNOLOGIES BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT NUDESIGN TECHNOLOGIES RECEIVED FROM YOU FOR A LICENSE TO THE SOFTWARE, EVEN IF NUDESIGN TECHNOLOGIES SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

REPRODUCTION AND DISTRIBUTION

This NuDesign **SOFTWARE** does NOT come with any REPRODUCTION AND DISTRIBUTION rights. A separate, specific NuDesign Software License Agreement needs to be signed with NuDesign Technologies, Inc to obtain rights beyond the limited period evaluation rights to the **SOFTWARE** provided by this License.

TERM

This License Agreement is effective from the date of **SOFTWARE** delivery and will remain in force until terminated. You may terminate this License at any time by destroying the Documentation and the **SOFTWARE** together with all copies and experiments. It will terminate automatically if you fail to comply with any term or condition of this License Agreement.

Once your License Agreement is terminated you are requested to destroy the **SOFTWARE,** the accompanying Documentation, experiments and explicitly confirm termination completion with NuDesign.

The terms and conditions of this License Agreement cannot be varied except in writing signed by an officer of NuDesign Technologies Inc. This Program License Agreement shall be governed by the laws of the Province of Ontario, Canada, and the courts of the Province of Ontario, Canada shall have exclusive jurisdiction

in all matters related thereto. The law of some jurisdictions may restrict the limitations on consequential and other damages contained herein, in which case such provisions shall be deemed modified accordingly.

rev ndCONF_Studio_Eval_032c