



RESOURCE DYNAMICS, INC

License Agreement – Total Support HelpDesk

COPYRIGHT

Total Support HelpDesk and all products created by Resource Dynamics, Inc. (the Software) are owned by Resource Dynamics, Inc. and are protected by United States copyright laws and treaty provisions. By purchasing this software you are agreeing to be bound by the terms of this license.

RIGHT TO USE

Resource Dynamics will provide a FREE 30-day trial for all new buyers.

With your purchase of Total Support HelpDesk, Resource Dynamics, Inc. grants you the right to install and use one server copy of the program on your computer. You may **not** install server copy on two or more different computers, or install this program twice on the same computer. Resource Dynamics, Inc. grants you the right to install and use as many client copy of the program on your computers. Resource Dynamics grants you the right to make backup copies of this software, but you may not share these copies with your friends. You may not decompile or reverse engineer the Software. This software is non-transferable.

LICENSE

Moving your permanent license from one server to another for whatever reason will require a rehost process. This process includes but not limited to, deactivating the original server. A nominal fee may be imposed if you are unable to deactivate the original license server and/or are not currently covered by a care plan that includes rehost service.

MEDIA REPLACEMENT

N/A. All media delivered by electronic delivery

GOVERNING LAW

This license agreement is governed by the laws of the State of Florida.

RIGHTS

Resource Dynamics retains all rights not expressly granted. Nothing in this license agreement constitutes a waiver of Resource Dynamics' rights under U.S. Copyright laws or any other Federal or State law.

LIMITED WARRANTY

Resource Dynamics warrants that the Software will perform substantially in accordance with the accompanying written materials for a period of 30 days from the date of purchase. Any implied warranties on the software are limited to 30 days.

CUSTOMER REMEDIES

Resource Dynamics' entire liability and your exclusive remedy shall be, at Resource Dynamics' option, either (a) return of the price paid or (b) repair or replacement of the software that does not meet Resource Dynamics' Limited Warranty and which is returned to Resource Dynamics with a copy of your receipt. This Limited Warranty is void if failure of the software has resulted from accident, abuse, or misapplication. Any replacement software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

NO OTHER WARRANTIES. RESOURCE DYNAMICS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL TOTAL SUPPORT OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS PRODUCT, EVEN IF TELE-SUPPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL