



## **Terminal Service Plus 's license agreement**

### **Software**

You should carefully read the following terms and conditions before opening the software package, or if downloaded, before using such downloaded software. Opening the package or using the software, if downloaded, means you accept these terms and conditions and understand that they will be legally binding on you and Terminal Service Plus. If you do not agree with these terms and conditions, or do not want them to be binding on you, you should promptly return the package unopened for a full refund or delete the downloaded software from any storage medium that it is stored on.

### **Ownership**

You acknowledge and agree that Terminal Service Plus ("licensor") is the owner of all rights, title and interest in and to the enclosed disks and/or cdrom and/or the downloaded Terminal Service Plus software, if downloaded, and the computer programs contained therein in machine readable object code form as well as the accompanying user documentation along with all subsequent copies thereof, regardless of the media or form in which they may exist (collectively the "software"). The software is protected by copyright laws and international treaty provisions, and this license agreement does not convey to you any interest in or to the software, digital content, or any accompanying printed materials, but only a limited right of use and limited reproduction which is revocable in accordance with the terms of this license agreement.

### **License**

#### **Grant of license.**

Licensor hereby grants and you accept a nonexclusive license to use the software in accordance with the terms of this agreement.

#### **Remote Desktop/Remote Assistance.**

The Software contains Remote Desktop and Remote Assistance technologies that enable the Software or applications installed on the Terminal Service Plus server (hereafter referred to as a Host Device) to be accessed remotely from other Devices. You may use the Software's Remote Desktop feature to access the Host Device from any Device provided you acquire a separate Software license for that Device. When you are using Remote Assistance (or other software which provides similar functionality for a similar purpose) you may share a Session with other users without any limit on the number of Device connections and without acquiring additional licenses for the Software. For Microsoft and non-Microsoft applications, you should consult the license agreement accompanying the applicable software or contact the applicable licensor to determine whether use of the software with Remote Desktop or Remote Assistance is permitted without an additional license.



**Reservation of rights.**

All rights not expressly granted to you by this license agreement are hereby reserved by licensor.

**Demo**

The Demo version of the software may only be used for evaluation purposes or for non commercial use. In case of commercial use, you are required to buy a license of the normal version of Terminal Service Plus software.

**No disassembly.**

It is understood and agreed that you shall not copy the program into any machinereadable or printed form except for archival or for backup purposes in accordance with the terms of this agreement, nor shall you reverse engineer, decompile, disassemble, translate, merge into another computer program, obscure or remove licensor's copyright notice or otherwise modify the software.

**Transfer of software.**

You shall not sublicense, assign, or transfer the license or the software or any rights under this agreement without the prior written consent of licensor. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

**Updates and new versions.**

In the event that updates or new versions of the software are developed, licensor may, at its discretion, make such updates and new versions available to you upon payment of any required fees. If the software is updated and made available to you, you may use the software update in accordance with the terms and conditions of this license agreement.

**Terms and termination.**

This license agreement is effective upon your opening the software package, or its initial use if downloaded, and shall continue for a period of ten (10) years unless terminated earlier in accordance with the terms herein. You may terminate this license agreement at any time by uninstalling the software followed by returning the software and all copies thereof and extracts there from to licensor.

**Multiple use.**

You may not use the software on two or more computers simultaneously. For each computer on which you install the software, you need to purchase a separate license. The license is bound to the computer on which the software is installed. In case you acquire a new computer, you must uninstall the software from the previous computer before using the software on the new computer.

**Rental of software.**

You are allowed to use the software on systems rented to your own customers. However, this does not change the rule about Multiple Use; for each (rented) computer on which you install the software, you need to purchase a separate license.

**Multiple media.**

You may receive the software in more than one storage medium. You may only use one medium on one single computer. You may not use, copy, transmit, lease, rent, sell, assign or otherwise transfer the other medium to another user or another computer.

**As is.**

The program is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Licensor does not warrant that the functions contained in the software will meet your requirements or that the operation of the software will be uninterrupted or error free. Some countries do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from country to country.

**No unlawful or prohibited use.**

As a condition of your use of the software, you will not use the software for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the software in any manner that is a violation of applicable laws.

**Limitations of liability.**

In no event will licensor be liable for any damages, including but not limited to, lost profits, lost savings, or other special, incidental or consequential damages arising out of the use or inability to use the software even if licensor or its authorized dealer has been advised of the possibility of such damages, or for any claim by any other party. In any event, licensor's cumulative liability to you or any other third party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this agreement shall not exceed the license fee paid by you to licensor for the license and use of this software.

**Agreement.**

This agreement constitutes the entire understanding of the parties relating to the license of the software, and revokes and supersedes all prior agreements, oral or written, between the licensor and you, and is intended as a final expression of the agreement. It shall not be modified or amended except in a writing signed by a representative employee of licensor, and specifically referring to this agreement. This agreement shall take precedence over any other documents that may be in conflict therewith. You hereby acknowledge that you have read these software program license terms and conditions, understand them and agree to be bound by them.