

## **DynamicZip Simplified Software License Agreement**

Kamp-Data, Inc. is willing to license DynamicZip to you only if you accept the following terms. Use the software to indicate that you agree to the terms. If you do not agree to the terms, do not use the software – contact us for return instructions.

This is a legal agreement. Be sure that you read and understand what you are agreeing to before accepting the terms by using the software.

- 1) You are an individual or a company – not a government agency or some other entity for which these terms would be inappropriate.
- 2) You have purchased a non-exclusive license to use the software, not the software itself.
- 3) You can make as many copies of the software as you need.
- 4) You cannot sell or transfer this license without our approval. If approved, there is typically a license transfer fee.
- 5) You cannot rent or in any way sublicense this license to others.
- 6) This license authorizes you to use DynamicZip on a single server for a single group of companies (one or more) with common ownership. Common ownership means that a single person or company owns at least 50% of each and every company in the group. You are not authorized to use this software to process data for any other entity.
- 7) We are not providing source code nor authorizing you to modify, reverse engineer, alter, adapt or use this software in a way other than according to our documentation.
- 8) All ownership and rights to this software and related materials remain unchanged by this agreement except those which this agreement specifically grants to you.
- 9) You can terminate this agreement by ceasing to use the software, uninstalling it and destroying all the copies of it that you possess.
- 10) We warrant for a period of 90 days from the date that you obtain this software and throughout the term of the enhancement plan that this software will substantially conform to its accompanying documentation.
- 11) It is your responsibility to monitor the software to insure that it is performing properly. We accept no responsibility for any damage or other costs incurred as a result of the software or its failure to perform properly. Our liability for any and all costs that may be incurred and for any and all other reasons associated with this software is limited to the price we were paid for your license to use the software.
- 12) If the software fails to substantially conform to the accompanying documentation or in any other way fails to perform properly, at our option and within 90 days of your demand we will either refund the price we were paid for your software license or correct the problem in the software by providing you with an installable service pack. If we refund the price, you agree that you will quit using the software, uninstall it and destroy all the copies of it that you possess.

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