

STANDARD SOFTWARE LICENSE AGREEMENT

This software license agreement is a legal agreement between you as the Licensee (either an individual or an entity) and the Software Licensor. By opening the sealed software packet(s), clicking an "ACCEPT" button during installation or purchase, and/or using the software you are agreeing to be bound by the terms of this agreement.

1. **GRANT OF LICENSE.** This License Agreement permits you to use one copy of the SOFTWARE on a single computer.
2. **COPYRIGHT.** The SOFTWARE and accompanying materials (including any images, "applets", photographs, animations, video, audio, music and text incorporated into the SOFTWARE and accompanying materials) is owned by the Licensor and is protected by United States copyright laws and international treaty provisions and all other applicable national laws. Therefore, you must treat the SOFTWARE and accompanying materials like any other copyrighted material (e.g. a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes.
3. **RESTRICTED USES.** You may not install or use this software on computers that are connected to life-saving or life-support medical equipment, nor on any equipment used in the production or administering of drugs or breathable gasses, nor on any equipment that, through malfunction or misuse, could directly or indirectly cause physical injury or death.
4. **OTHER RESTRICTIONS.** You hereby agree not to reverse engineer, decompile or disassemble the SOFTWARE. You agree not to analyze the software, its data files, or transmission protocols in an attempt to discover its systems and methods of operation. You agree not to communicate to others any discovery of technical procedures, systems and methods, or protocol of the Software. You hereby agree that the Software does not infringe on any patent, copyright, trademark, or other intellectual property rights under your control either directly or indirectly, or under the control of any company or other entity to which you report. You agree to hold harmless the Licensor in any intellectual property dispute that might arise from the discovery or disclosure of such information by you as a result of a violation of this paragraph.
5. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-- Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is the Licensor.
6. **EXPORT CONTROLS.** You may not download or otherwise export or reexport the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. In particular, but without limitation, none of the Software or underlying information or technology may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Haiti, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.
7. **INSTALLATION AND SUPPORT.** You and/or your Service Provider are solely responsible for the installation and maintenance of the Software, and for the proper installation, configuration, and operation of the software and the hardware, supporting software, and services upon which the Software relies. You and/or your Service Provider are solely responsible for the configuration and operation of the Software. You are responsible for selecting the correct settings software. The Software is delivered with certain default settings which may not be appropriate for all Clients.
8. **TECHNICAL SUPPORT.** Your Service Provider will provide technical support for the Software through whatever means it uses. The Licensor is NOT responsible, and will not provide, Technical Support directly to Clients.

Product support for the SOFTWARE is provided by the Service Provider For product support, please refer to your Service Provider's telephone number or web site.

9. **DEFINITIONS.** "Licensor" is Remote Backup Systems, Inc., of Collierville, TN USA. "Service Provider" is the company or individual who provided this Software and who hosts the RBS Server and provides remote backup services to you. If you are operating your own RBS Server, YOU are the Service Provider

APPENDIX

WARRANTY AND SPECIAL PROVISIONS FOR UNITED STATES OF AMERICA AND ANY OTHER COUNTRY LIMITED WARRANTY

LIMITED WARRANTY. Any implied warranties on the SOFTWARE are limited to fifteen (15) days. Implied warranty is voided by misapplication, misuse, attempted use outside the recommended software environment, on equipment or networks not suited to the SOFTWARE, or which could have been avoided by reading the documentation included with the Software.

CUSTOMER REMEDIES. The Licensor's and Service Provider's, its officers' and employees' entire liability and your exclusive remedy shall be, at the sole discretion of the Licensor or Service Provider, repair or replacement of the SOFTWARE that does not meet this Limited Warranty, or refund of money paid. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse or misapplication.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, the Licensor, its officers, and employees disclaim all other warranties, either express or implied, including but not limited to suitability for any particular purpose.

SERVICE PROVIDER'S WARRANTY. The Service Provider may have different warranty and return/refund policies than those outlined in the above paragraph for the Licensor. Check with your Service Provider or its Service Agreement for more information.

ACCEPTANCE OF THESE CONDITIONS. By clicking the "YES" button during software installation, or by downloading, installing or using the software, you accept the terms of this license agreement. You agree that you fully understand the capabilities of the software, and that you accept the software as-is.

This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall the Licensor or the Service Provider, or their officers, or employees be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruptions, loss of business information or any other pecuniary loss) arising out of the use of or inability to operate this product, misapplication, failure to read and understand the operating instructions in all its forms - Help Files, Web based, printed, and verbal, even if the Licensor and/or the Service Provider has been advised of the possibility of such damages. In any case, the Licensor's and the Service Provider's, (including their officers', and employees') entire liability under any provision of this agreement shall be limited to the amount actually paid by you to the Licensor or the Service Provider for the SOFTWARE and any accompanying services.

IN NO EVENT SHALL THE LICENSEE, the SERVICE PROVIDER AND/OR THEIR OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, 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 TORTUOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM ANY OF THE LICENSOR'S OR SERVICE PROVIDER'S WEB SITES OR INFORMATION SERVICES.

Should it become necessary for the Licensor or Service Provider to retain counsel to enforce its rights, or defend any action or inaction under this agreement, you agree to pay all costs of such enforcement and/or defense, including, but not limited to, all court costs and other litigation expenses, together with the Licensor's and/or Service Provider's reasonable attorney fees. If the Licensor is a party, this agreement shall be governed by the laws of the state of Tennessee. If the Service Provider AND NOT the Licensor is a party, this agreement shall be governed by the laws of the state in which the Service Provider maintains its head office. In either case, this agreement shall inure to the benefit of the Licensor and/or Service Provider and any successors, administrators, heirs, and assigns. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought (if the Licensor is a party) only in a STATE or FEDERAL COURT of competent jurisdiction located in Shelby County, Tennessee; and if the Service Provider is a party, in the county and state in which the Service Provider maintains its head office. If both the Licensor and the Service Provider are parties, any action shall be brought only in a STATE or FEDERAL COURT of competent jurisdiction located in Shelby County, Tennessee. The parties hereby consent to in personam jurisdiction of said courts.
