

Clockwork IT software License

Software License PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING SUPPORT DESK PRO. BY USING SUPPORT DESK PRO, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, PROMPTLY RETURN THE UNUSED CD-ROM TO THE PLACE WHERE YOU OBTAINED IT. Definitions. 'SDP' shall mean Support Desk Pro or any licensed re-branded deployment of the software. License. Subject to the terms and conditions set forth below, Clockwork IT grants the purchaser of the programs on the enclosed media ("Licensee") the non-exclusive non-transferable license to copy and use the Software. This license shall commence upon loading the Software onto any computer and will remain in effect unless terminated pursuant to the provisions set out below. Scope of Use. Licensee may permit only one individual, (or multiples if concurrent license has been purchased) to use the software. The software is licensed to the purchasing Company and is not transferable. The software can be used for the period for which the license runs and has been paid for in advance. Attempts to continue to use the software in a period not paid for in advance is in breach of the terms of this license. Restricted Use. The Software contains copyrighted material, trade secrets and other proprietary materials. Title and ownership of the Software and any related trademark, trade secrets or copyright in the Software are and shall remain the exclusive property of Clockwork IT and its suppliers. Licensee shall not sell, transfer, rent or grant any rights in the Software without Clockwork IT's prior written consent. Except as provided herein, Licensee may not copy, reproduce, or create derivative works from the Software. Except as permitted by applicable law, the Software may not be decompiled, reverse engineered, disassembled, translated, modified or reduced to a human perceivable form by Licensee. Termination. This license is effective until terminated. This license shall terminate automatically, without notice from Clockwork IT, should Licensee fail to comply with any of these terms and conditions of this Agreement. Upon termination, all copies of the Software must be destroyed. Warranty. Clockwork IT warrants that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of original purchase. Clockwork IT will replace any media which fails to meet this limited warranty. If Clockwork IT is unable to deliver a replacement which is free of defects in materials and workmanship within a reasonable period, Licensee may terminate this Agreement by returning the Software to Clockwork IT or its authorized representative together with proof of purchase for a full refund. This is Clockwork IT's entire liability and Licensee's sole remedy in the event of media defect. On Going Support – Within the maintenance agreement, Clockwork IT will provide telephone and remote support to the Licensee and provide updates as and when is deemed necessary by Clockwork IT. The maintenance, back up and integrity of the Data stored at the Licensee's site falls outside the scope of the support offered by Clockwork IT and is the sole responsibility of the Licensee under the terms of this License.