Agreements and Policies regarding
KMSYS Worldwide's HGS Software

If you have any questions, please contact our Customer Service Department at (770) 635-6350. A copy of this license agreement may be found by visiting KMSYS Worldwide's Web site at www.kmsys.com.

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Limited Warranty

KMSYS Worldwide warrants the physical media and physical documentation provided by KMSYS Worldwide to be free of defects in materials and workmanship for a period of sixty (60) days from the original purchase date. If KMSYS Worldwide receives notification within the warranty period of defects in materials or workmanship and determines that such notification is correct, KMSYS Worldwide will replace the defective media or documentation.

DO NOT RETURN ANY PRODUCT UNTIL YOU HAVE CALLED THE KMSYS WORLDWIDE CUSTOMER SERVICE DEPARTMENT AND OBTAINED A RETURN AUTHORIZATION NUMBER.

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Extended Warranty

Upon expiration of the initial or any extended warranty period, the maintenance provisions may be renewed for a period of twelve (12) months at the then current maintenance rate. Should you decline or terminate extended maintenance services, and then elect to resume such services later, you agree to purchase extended maintenance for a period of twelve (12) months. Furthermore, you agree to pay KMSYS Worldwide an amount equivalent to the prorated portion of KMSYS Worldwide then current maintenance fee for the period between the end of the previous maintenance term and the starting date of the new maintenance term. When extending maintenance, maintenance must be paid on all copies purchased regardless of date(s) purchased. Should you wish to purchase maintenance on fewer licenses than the total number purchased, regardless of the date or dates purchased, with written permission from KMSYS Worldwide, you may:

(a) Forfeit all licenses for which you do not wish to purchase maintenance;

(b) Remove all forfeited copies of the software;

(c) Certify in writing that you agree to the forfeiture of the licenses and that you have removed all copies.

During the Limited Warranty period and during any Extended Warranty term, KMSYS Worldwide will:

- Provide installation assistance. Such assistance will be provided from a KMSYS Worldwide location by means of telephone, electronic mail, facsimile or other means selected by KMSYS Worldwide;

- Make reasonable attempts to provide corrections or to supply emergency remedies for problems if the licensed software yields incorrect results and KMSYS Worldwide diagnoses the problem as a defect in a current, unaltered release of the software;

- Provide, at no cost, any known corrections or revisions pertaining to the current, unaltered software, as such corrections and revisions become known to KMSYS Worldwide;

- Provide you with modifications, improvements, and refinements to the software whenever such enhancements are not separately priced or marketed by KMSYS Worldwide.

KMSYS Worldwide shall not be responsible in any regard for any software that is modified by you. By modifying the software, you assume all risks.

You shall notify KMSYS Worldwide of the circumstances under which the software fails to perform in accordance with specifications and shall provide details sufficient for KMSYS Worldwide to diagnose or reproduce such failure. If, after investigation, KMSYS Worldwide shows that the reported problem was not caused by the software, the analysis services may be charged to you.

Any such services rendered by KMSYS Worldwide which are not part of the services KMSYS Worldwide is to perform under this license will be charged to you at KMSYS Worldwide's standard rates then in effect plus all reasonable out-of-pocket expenses, including but not limited to, lodging, transportation, and meals. A minimum charge of one (1) person-day will be assessed for such services rendered at your installation.

You shall assume full responsibility for the use of the software, documentation, modifications, corrections, and updates and for the establishment of proper machine configurations, audit controls, and operating methods. You shall install corrections, corrective versions, and revisions provided by KMSYS Worldwide. In order that KMSYS Worldwide may perform the above services, you agree to provide reasonable access to your facility and to personnel concerned with the operation of the software.

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