



Kaomso

www.kaomso.com

Kaomso Software Ownership Grant (KSOG)

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Preface

This document describes the grant of ownership of the software named in the “Affected Software Title” section of this document. Throughout this document, the terms “named software,” “the software,” or “the title,” may be used in place of the actual software title. Use of the named software recognizes—unconditionally, the terms of this grant. The terms are detailed in the section titled “Terms.”

This grant, also dubbed “license” or “agreement” by other providers describes the authorized use of the software developed by Kaomso or other titles Kaomso is authorized to govern. This grant is maintained solely by Kaomso and any modifications to this grant will be made by Kaomso and made available from Kaomso.

This grant may also be referenced by the term “KSOG” which is the abbreviated form of Kaomso Software Ownership Grant. Agreements of this type have historically been referred to as a license and are commonly known as an End User License Agreement (EULA) by some vendors.

The nature of these agreements prevents Kaomso from adopting the practice of a “license” in much the same way as other vendors. As such Kaomso—also known as “The Company,” “The Vendor,” or “The Provider,” has drafted this agreement which declares the software media (CD-ROM, DVD, disk image, archive, or other means of distributing the data) the contents of the media to belong to the purchaser. The KSOG identifies what remains the property of The Company.

Affected Software Title

Software Title

The software named above may be referred to as “the title” and the owner of the grant will be referred to as “the seat,” “a seat,” “the user,” or “a user.” Alternate forms of any of these terms or any other term that can reasonably be understood to be a synonym for them may be implied by the context of this grant (“the grant”).

The purchase of the title extends to the grant and the digital data to be executed [run] on the computer and not the media itself. This distinction allows for multiple instances of the title to be granted when applicable.

Terms

Discontinuation of use

The user is free to disown this grant at any time. In such an event, the software affected by this grant must be removed from the user's machine. No refund of fees or costs incurred from the use of the software or services provided by the affected software will be refunded or are due.

A transfer of the title from one user's machine to another implies a disownment of the grant. Ownership of the title is thereby assumed by the owner of the second computer and the grant is then transferred to the owner of the second machine. Use of the title by the new party is recognition of the grant and completes the transfer of the grant to the new party.

Kaomso maintains this grant exclusively and can revoke the grant at its sole discretion only if it is determined that a violation of the grant was committed. Such a determination will be made by Kaomso. Kaomso will consider a written appeal concerning any review of discontinuation of the grant.

At anytime, if the title is executed [run] then acknowledgment of the terms of the grant is implied.

Liability

At no point will Kaomso acknowledge responsibility for use or conduct engaged in with the title. Kaomso cannot be

held responsible or liable for output created by, or the conduct of the user as a result of use of the title. Use of the title to generate derogatory, hateful, defamatory, libelous, or other offensive content cannot be attributed in any way to Kaomso.

Kaomso makes no claim to guarantees of the title and cannot be held responsible for damage that may be caused from use of the title, unless explicitly declared by officially recognized Kaomso documentation accompanying the title at the time of purchase. This waiver includes both physical and intangible damage. The Company makes every effort to ensure a premium product and acceptance of this grant implies the user understands that certain circumstances may arise in which predictable behavior of the title can not be known. Behavior in every situation has not been verified and performance in undiscovered situations is not guaranteed by Kaomso.

Exceptions to this waiver will be made explicitly through validated claims on a per title basis and will not be covered in this grant. If an exception is made, adequate notice will be made by Kaomso or an official representative of The Company. Copies of the exception will be made available to those with a recognized interest in the exception and will be distributed by Kaomso or authorized company officials.

Seats

The grant permits a single copy of the title to exist on a single machine. However, the title may exist on multiple machines so long as the software on each machine is not used concurrently. So that, two instances of the title owned under a single grant can not be executing [running] at the same time. This grant does not provision for multiple copies of the title on multiple machines to be used by two ore more individuals unless multiple copies of the grant have been purchased.

This allowance is made to provide greater flexibility and ease of use for the user so that the title can be used optimally without transferring the title to two or more machines.

Source code and modifications

Kaomso maintains ownership of all the source code and or executable machine code (“the code”) for the title. This grant does not authorize the user to modify the code in any way. Disassembly or reverse engineering of the code in any way, is not permitted and is grounds for immediate revocation of the grant under the guidelines described in the “Discontinuation of use” sub-section above.

In the case of web applications, header files, libraries, or other instances where the source code for the software may be accessible in human readable form. At no time whether this grant is accepted or not, is copying or re-distribution of any portion of the code allowed. This extends to any functional procedures employed by the software, any database design, or other functions of the program.

Additionally, no portion of this title may be used as part of another program without the expressed written permission authorized by Kaomso or its authorized officials.

Proprietary markings

Any logos, slogans, or other markings placed by the software must remain in place. Removal of such markings voids this grant and warrants removal from the system according to the guidelines defined in the “Discontinuation of use” sub-section.

Certain marks or logos may be used which do not belong to Kaomso, its subsidiaries, brands, or partners. In this case proper permission to use such logos or marks has been arranged with the owner of said markings. Use of these logos, slogans, or other proprietary marks not belonging to Kaomso or its subsidiaries is strictly forbidden.

International

This software is intended for use in the United State only. This does not imply that use is constrained to the United States, but Kaomso makes no claim to compliance with laws, regulations, restrictions, or any other legal guide outside of the United States.

Consultation of local legal guides may be necessary to determine if use in your locale is permitted.

The above waiver applies to distribution of the title. The title is suitable for distribution in the United States only. Distribution in other countries should be done in accordance with local government law.

Kaomso cannot be held responsible for use of the title outside of the United States.

Contact

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