

February 1, 2010

pdSuite Master Collection - Site License

- I. This Site License grants to the Licensee the right to install the licensed version of **pdSuite Master Collection** (hereinafter, 'information') on all computers within a single company or organization.
- II. The information may only be used by the employees of the Licensee. If the Licensee is an educational institution, the data may only be used by enrolled students, faculty, teaching assistants, and administrators.
- III. Temporary employees, contractors, and consultants of the Licensee who work on-site at the Licensee's facilities may also use the information in connection with the operation of the business of the Licensee. Any copies of the information used by temporary employees, contractors, and consultants must be removed from such individual's computers once they cease working at the Licensee's facilities.
- IV. The information can not be used to provide services or products to customers or other third parties, whether for-profit or given away. A Developer License must be purchased separately by the Licensee to incorporate the information in for-profit services and products.
- V. The Licensee will use commercially reasonable efforts to protect the information and restrict network or any other access to the information by anyone inside or outside of the Licensee's facilities who is not authorized to use the information.
- VI. The Licensee owns the media on which the information is recorded or fixed, but the Licensee acknowledges that Peacock Data, Inc. and its licensors retain ownership of the information itself.
- VII. The Licensee may not transfer or assign its rights under this license to another party without Peacock Data, Inc.'s prior written consent.
- VIII. Peacock Data, Inc. may revoke the rights granted by this license upon a violation of any provision herein by the Licensee.

Liability Notice

PEACOCK DATA, INC. PROVIDES DATABASE SERVICES AND PRODUCTS FOR LAWFUL PURPOSES ONLY AND EXPRESSLY FORBIDS THEIR USE IN ANY UNLAWFUL MANNER. FURTHERMORE, PEACOCK DATA, INC. SHALL NOT BE LIABLE TO CUSTOMERS FOR THE COMPLETE ACCURACY OF ALL DATA EXAMINED AND/OR ALTERED, NOR FOR THE COMPLETE ACCURACY OF ALL PRODUCTS LICENSED, NOR FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY PEACOCK DATA, INC.'S NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, PROCESSING, DEVELOPING, COMMUNICATING OR DELIVERING THE DATA AND/OR PRODUCTS MENTIONED HEREIN, DIRECTLY OR INDIRECTLY TO THE CUSTOMER. PEACOCK DATA, INC.'S SOLE LIABILITY AND THE CUSTOMER'S SOLE REMEDY, REGARDLESS OF THE FORM OF LEGAL ACTION TAKEN BY THE CUSTOMER, WHETHER IN TORT OR CONTRACT, SHALL NOT EXCEED THE REFUND OF THE AMOUNTS, IF ANY, PAID BY THE CUSTOMER. CUSTOMERS AGREE PEACOCK DATA, INC. SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Returns and Refunds

The files on disks, tapes, and media retrieved via the Internet will be replaced at no additional charge if the file(s) and/or media is/are found to be corrupted or otherwise physically defective, if reported to Peacock Data, Inc. within 30 days of purchase. Because database products are non-tangible, there are no refunds under any circumstances. Purchases are governed by Peacock Data, Inc.'s Terms of Service and Privacy Policy.

Copyright Notice

pdSuite Master Collection is Copyright © 2009-2010 Peacock Data, Inc. All Right Reserved.