

RSC License & Terms of Service

RSC is a licensed Corporation.

RSC Corporation

NORMIX OPERATING SYSTEM

Updated 2025

Thank you for choosing RSC!

We are glad that you have chosen Normix as your go-to installation for your device, whether it is a physical machine, virtual machine, or any other computing environment. Your trust in our software is deeply appreciated, and we are committed to providing you with a reliable, secure, and innovative operating system experience.

RSC & Normix operates under dual licensing: the MIT License and the proprietary RSC License. Invalidating, removing, or tampering with these licenses will immediately invalidate your product license and may result in legal action. Please carefully read and abide by these terms of service, community guidelines, and licensing agreements.

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Section 1: Disclaimer

IMPORTANT LEGAL DISCLAIMER - PLEASE READ CAREFULLY

ANTI-PIRACY WARNING: PIRATING, TORRENTING, OR ILLEGALLY VALIDATING ANY RSC PRODUCT BY FORCE, REVERSE ENGINEERING, OR ANY UNAUTHORIZED MEANS IS STRICTLY AGAINST OUR GUIDELINES AND APPLICABLE LAW. VIOLATORS WILL BE TEMPORARILY OR PERMANENTLY RESTRICTED FROM USE OF RSC PRODUCTS AND ALL AFFILIATED CORPORATIONS' SERVICES. RSC CORPORATION ACTIVELY MONITORS FOR UNAUTHORIZED USE AND WILL PURSUE LEGAL ACTION TO THE FULLEST EXTENT OF THE LAW.

HEALTH & SAFETY ADVISORY: BOYCOTT HARMFUL SOFTWARE AND REFUSE PIRATED SOFTWARE FOR YOUR DIGITAL SECURITY. PLEASE BE AWARE OF DIGITAL SELF-DEFENSE AND AVOID BEING DECEIVED BY MALICIOUS SOFTWARE OR SCAMS. WHILE USING SOFTWARE AND PLAYING GAMES CAN BE BENEFICIAL FOR MENTAL STIMULATION AND ENTERTAINMENT, EXCESSIVE COMPUTER ACTIVITY CAN NEGATIVELY IMPACT YOUR PHYSICAL AND MENTAL HEALTH. MANAGE YOUR SCREEN TIME WISELY, TAKE REGULAR BREAKS, MAINTAIN PROPER POSTURE, AND ENJOY A BALANCED, HEALTHY LIFESTYLE.

SYSTEM STABILITY WARNING: This software is provided on an "AS IS" basis. While we strive for maximum stability and performance, users should maintain regular backups of important data. RSC Corporation is not responsible for data loss, system crashes, or hardware damage that may occur during normal or abnormal use of Normix OS.

BETA/DEVELOPMENT BUILDS: If you are using pre-release, beta, or development versions of Normix, please be aware that these builds may contain bugs, incomplete features, or experimental code that could affect system stability. Use development builds at your own risk and only on non-production systems.

EXPORT COMPLIANCE: This software may be subject to export control laws and regulations. Users are responsible for ensuring compliance with all applicable export control laws in their jurisdiction before downloading, installing, or using Normix OS.

Section 2: License Agreements

Installing any RSC software product grants you usage rights under two distinct licenses: the MIT License and the proprietary RSC License. Both licenses must remain intact and unmodified for your software to remain valid. Permanently deleting, modifying, or attempting to circumvent these licenses will immediately invalidate your product license.

License Restoration: If your licenses become corrupted or accidentally deleted, you may request two new license files to "re-validate" your product by contacting RSC support. Alternatively, you may re-download the complete software package from authorized RSC distribution channels to restore validation. This service may be limited to a maximum of three restoration requests per user account per calendar year.

Prohibited Activities: Copyright infringement, software piracy, torrenting RSC products, creating unauthorized copies, or any other method of illegally obtaining valid copies of RSC software is strictly prohibited and will result in immediate product invalidation, account suspension, and potential legal action.

RSC License (Proprietary)

RSC License

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PERMITTED USES:

- Personal use on devices owned or controlled by the licensee
- Educational use in accredited institutions
- Non-commercial research and development
- Creating personal modifications for individual use only

PROHIBITED USES:

- Commercial redistribution in any form without written authorization
- Creating derivative works for commercial distribution
- Reverse engineering for competitive purposes
- Bundling with other software for distribution
- Using the software in violation of applicable laws

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MIT License (Open Source Components)

MIT License

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THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE

AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Note on Dual Licensing: Certain components of Normix OS are licensed under MIT (open source), while the core operating system and proprietary components are licensed under the RSC License. Users must comply with both licenses simultaneously. The more restrictive terms apply when there is any conflict between licenses.

Section 3: Dispute Resolution

We are committed to resolving disputes fairly and efficiently through the following structured process:

3.1 Initial Resolution Attempt

Before pursuing formal legal action, all parties must attempt to resolve disputes through our internal complaint system:

1. **Online Complaint Portal:** File a detailed complaint through our website at <https://rscommunity.odbit.club/>
2. **Copyright/Legal Complaint Center:** Despite the name, this center handles all types of legal disputes, not just copyright issues. Please provide relevant information about your situation, including:
 - Detailed description of the issue
 - Supporting documentation
 - Desired resolution
 - Contact information for follow-up

3.2 Response Timeline

- **Initial Response:** 5-7 business days
- **Investigation Period:** 15-30 business days depending on complexity
- **Resolution Communication:** Within 48 hours of investigation completion

3.3 Enforcement Actions

If users are caught pirating, torrenting, or infringing on our intellectual property:

1. **First Offense:** Formal CEASE AND DESIST notice via email and registered mail
2. **Second Offense:** Temporary suspension of software license (30-90 days)
3. **Third Offense:** Permanent license revocation and legal action

3.4 Escalation Process

If internal resolution fails, disputes may be escalated to:

- **Mediation:** Through American Arbitration Association (AAA)
- **Arbitration:** Binding arbitration under AAA Commercial Rules
- **Legal Action:** As a last resort, in accordance with Section 18

3.5 Alternative Dispute Resolution

We encourage the use of alternative dispute resolution methods including:

- Good faith negotiation
- Professional mediation services
- Industry-specific arbitration panels

Section 4: Terms of Service & User Agreements

By installing, accessing, or using RSC software (specifically Normix OS), you agree to comply with all terms, conditions, and guidelines outlined in this document. Non-compliance will result in software invalidation and, depending on severity, prohibition from accessing any current or future RSC software products.

4.1 Prohibited Uses - Illegal Content

Strictly Prohibited Activities: Using our software for purposes of illegally and unlawfully distributing, downloading, accessing, storing, or advertising illegal content is absolutely prohibited. Violations will result in immediate software revocation, account termination, and notification of proper legal authorities.

Examples of Prohibited Content (Not Exhaustive):

- Child exploitation material of any kind
- Non-consensual intimate imagery
- Private personal information (doxxing) including but not limited to:
 - IP addresses, passwords, social security numbers
 - Home addresses, phone numbers, financial information
 - Medical records, private communications

- Terrorist or extremist propaganda
- Content that violates export control laws
- Stolen or leaked confidential/proprietary information

4.2 Prohibited Uses - Copyright Infringement

Illegal Distribution and Access: Using Normix OS to distribute, download, or advertise copyrighted material without proper authorization is strictly prohibited and violates both our Terms of Service and applicable copyright laws.

Examples Include:

- Torrented movies, music, games, or software
- Pirated copies of commercial software
- Unauthorized streaming or redistribution of copyrighted content
- ROM files or game emulation of copyrighted titles
- Cracked or keygenerated software

4.3 Prohibited Uses - Hate Crimes and Harassment

Zero Tolerance Policy: Using our software to commit, plan, or facilitate hate crimes, harassment, discrimination, or violence is strictly prohibited. Your software license will be immediately revoked upon discovery of such activities.

Prohibited Activities Include:

- Creating or distributing hate speech based on race, religion, gender, sexual orientation, or other protected characteristics
- Cyberbullying or systematic harassment of individuals or groups
- Doxxing or sharing personal information with intent to harm
- Creating or participating in coordinated harassment campaigns
- Threatening violence or harm against individuals or groups

4.4 System Integrity and Security

Prohibited Security Activities:

- Attempting to reverse engineer, decompile, or disassemble Normix OS
- Creating or distributing unauthorized modifications that bypass security features
- Using the system to launch cyberattacks, create malware, or engage in hacking
- Attempting to gain unauthorized access to RSC systems or other users' systems
- Disabling or circumventing built-in security features

4.5 Network and Infrastructure Abuse

Prohibited Network Activities:

- Using Normix OS to conduct distributed denial-of-service (DDoS) attacks
- Participating in botnets or unauthorized distributed computing
- Excessive bandwidth usage that impacts RSC services
- Operating illegal proxy or VPN services
- Cryptocurrency mining using RSC infrastructure without authorization

4.6 Commercial Use Restrictions

Unauthorized Commercial Activities:

- Selling or licensing Normix OS without written authorization from RSC Corporation
- Using Normix OS as the basis for competing operating system products
- Commercial redistribution of RSC software or components
- Using RSC trademarks or branding without permission
- Creating derivative works for commercial sale

4.7 Academic and Research Use

Permitted Academic Uses:

- Educational use in accredited institutions
- Non-commercial research and development
- Academic publications citing Normix OS (with proper attribution)
- Student projects and coursework

Required Academic Compliance:

- Proper attribution in all academic work
- Compliance with institutional policies
- No commercial exploitation of research results without authorization

Section 5: Privacy Policy

5.1 Information Collection

RSC Corporation is committed to protecting user privacy while providing optimal software performance and support services.

Information We Collect:

- **System Information:** Hardware configuration, OS version, performance metrics

- **Usage Analytics:** Feature usage patterns, crash reports, error logs
- **Account Information:** Email address, username, support interactions
- **Optional Data:** User-submitted feedback, beta testing participation data

5.2 Data Usage

Primary Uses:

- Improving software performance and stability
- Providing customer support and technical assistance
- Developing new features and updates
- Ensuring license compliance and preventing piracy
- Sending important security and update notifications

5.3 Data Sharing and Protection

We Do NOT Share:

- Personal files or user-generated content
- Browsing history or personal communications
- Financial information or payment details
- Location data beyond general geographic region

We May Share:

- Anonymized aggregate usage statistics with partners
- Legal compliance data when required by court order
- Security threat information with cybersecurity organizations

5.4 Data Retention

- **Active Users:** Data retained for duration of license plus 2 years
- **Inactive Users:** Non-essential data deleted after 3 years of inactivity
- **Legal Requirement:** Some data retained longer if required by law
- **User Deletion:** Users may request account and data deletion at any time

5.5 User Rights

Users have the right to:

- Access their collected data
- Request data correction or deletion
- Opt out of non-essential data collection
- Receive notification of data breaches
- Export their data in standard formats

Section 6: User Account Management

6.1 Account Creation and Verification

Registration Requirements:

- Valid email address
- Acceptance of Terms of Service
- Age verification (13+ required, 18+ for certain features)
- Unique username selection
- Strong password creation following security guidelines

Verification Process:

- Email verification required within 48 hours
- Optional two-factor authentication (strongly recommended)
- Phone verification for enhanced security features
- Identity verification for commercial or enterprise accounts

6.2 Account Security

User Responsibilities:

- Maintaining password confidentiality
- Immediately reporting suspected unauthorized access
- Keeping contact information current
- Using security features like 2FA when available
- Not sharing account credentials with others

RSC Security Measures:

- Encrypted password storage
- Automatic logout after inactivity
- Suspicious activity monitoring
- Regular security audits
- Breach notification procedures

6.3 Account Suspension and Termination

Automatic Suspension Triggers:

- Multiple failed login attempts
- Detected unauthorized access attempts

- Terms of Service violations
- Suspicious or malicious activity
- Payment issues (for paid accounts)

Termination Procedures:

- Users may terminate accounts at any time
 - RSC may terminate accounts for Terms violations
 - 30-day notice for policy violations (except immediate threats)
 - Data retention policies apply post-termination
 - Appeal process available for disputed terminations
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Section 7: Software Updates & Maintenance

7.1 Update Types and Frequency

Critical Security Updates: Released immediately upon discovery of security vulnerabilities

Bug Fixes: Released bi-weekly or as needed **Feature Updates:** Released quarterly with new functionality **Major Version Updates:** Released annually with significant improvements

7.2 Update Installation

Automatic Updates:

- Critical security patches installed automatically
- User notification for major updates
- Ability to defer non-critical updates
- Rollback capability for problematic updates

Manual Updates:

- User-initiated update checks
- Selective feature installation
- Beta channel access for testing
- Offline update packages available

7.3 Update Policies

Supported Versions:

- Current version fully supported
- Previous major version supported for 18 months
- Security updates for older versions for 24 months

- End-of-life notifications provided 6 months in advance

Update Requirements:

- Sufficient disk space for update installation
 - Administrative privileges required
 - Internet connection for download
 - System restart may be required
-

Section 8: System Requirements & Compatibility

8.1 Minimum System Requirements

Hardware Requirements:

- **Processor:** 64-bit dual-core CPU (2.0 GHz minimum)
- **Memory:** 4 GB RAM (8 GB recommended)
- **Storage:** 25 GB available disk space
- **Graphics:** DirectX 11 compatible graphics card
- **Network:** Internet connection for activation and updates

Supported Architectures:

- x86_64 (Intel/AMD 64-bit)
- ARM64 (experimental support)
- Virtual machine compatibility (VMware, VirtualBox, Hyper-V)

8.2 Hardware Compatibility

Certified Hardware:

- List of certified manufacturers and models available on RSC website
- Driver compatibility database maintained and updated regularly
- Hardware compatibility testing program for manufacturers

Legacy Hardware:

- Limited support for hardware older than 5 years
- Legacy mode available for older systems
- Performance limitations may apply

8.3 Software Compatibility

Supported File Formats:

- All major document formats (PDF, DOC, XLS, PPT)
- Media formats (MP4, AVI, MP3, FLAC, etc.)
- Archive formats (ZIP, RAR, 7Z, TAR)
- Development tools and IDEs

Application Compatibility:

- Native Normix applications
 - Windows compatibility layer (experimental)
 - Linux application support through compatibility tools
 - Web application support through integrated browser
-

Section 9: Support Services

9.1 Support Channels

Available Support Options:

- **Online Knowledge Base:** Comprehensive documentation and FAQs
- **Community Forums:** User-to-user support and discussion
- **Email Support:** Technical support tickets (response within 24-48 hours)
- **Live Chat:** Available during business hours for urgent issues
- **Phone Support:** Available for enterprise and commercial users

9.2 Support Scope

Included Support:

- Installation and setup assistance
- Basic troubleshooting and bug reports
- License and activation issues
- Security-related concerns
- Performance optimization guidance

Excluded Support:

- Third-party software issues
- Hardware troubleshooting and repair
- Custom development or modifications
- Training and educational services (available separately)
- Data recovery services

9.3 Response Times and Priorities

Priority Levels:

- **Critical (Security/System Down):** 2-4 hours response
- **High (Major Feature Broken):** 8-12 hours response
- **Medium (Minor Issues):** 24-48 hours response
- **Low (General Questions):** 3-5 business days response

Support Hours:

- Email/Ticket Support: 24/7 monitoring
 - Live Chat: Monday-Friday, 9 AM - 6 PM EST
 - Phone Support: Business hours by appointment
 - Emergency Support: Available for enterprise customers
-

Section 10: Community Guidelines

10.1 Community Standards

RSC Corporation maintains various community platforms including forums, social media, and user groups. All community participants must adhere to these guidelines.

Expected Behavior:

- Respectful and constructive communication
- Helpful and supportive interactions
- Professional conduct in all exchanges
- Respect for intellectual property and copyrights
- Compliance with applicable laws and regulations

Prohibited Behavior:

- Harassment, bullying, or personal attacks
- Spam, advertising, or promotional content without authorization
- Sharing of illegal or inappropriate content
- Impersonation of RSC staff or other users
- Deliberate spreading of misinformation

10.2 Content Moderation

Community Moderation:

- Volunteer moderators from the community
- RSC staff oversight and final authority
- Transparent moderation policies and procedures
- Appeals process for moderation decisions

Content Policies:

- No illegal or harmful content
- Respect for privacy and personal information
- Appropriate language and imagery
- On-topic discussions in designated areas
- Proper attribution for shared content

10.3 Community Recognition

Recognition Programs:

- Community contributor badges and recognition
- Beta testing program participation
- Community feedback integration into development
- Annual community awards and recognition events

Section 11: Intellectual Property Rights

11.1 RSC Corporation Rights

Protected Intellectual Property:

- Normix operating system source code and binaries
- RSC Corporation trademarks, logos, and branding
- Documentation, user manuals, and help content
- Proprietary algorithms and system architectures
- Patents related to operating system functionality

Third-Party Rights:

- Open source components retain their original licenses
- Third-party software integrated with proper licensing
- User-generated content subject to community guidelines
- Respect for external intellectual property rights

11.2 User Rights and Limitations

User Rights:

- Use of software according to license terms
- Creation of personal backups and modifications
- Educational and non-commercial research use
- Fair use of trademarks for descriptive purposes

User Limitations:

- No commercial redistribution without authorization
- No reverse engineering for competitive purposes
- No trademark use that implies endorsement or affiliation
- No creation of derivative works for commercial distribution

11.3 Copyright Infringement Response

DMCA Compliance:

- Designated Copyright Agent for DMCA notices
- Expedited removal process for infringing content
- Counter-notice procedures for disputed claims
- Repeat infringer policy and enforcement

Trademark Protection:

- Active monitoring for trademark infringement
 - Enforcement actions against unauthorized use
 - Licensing programs for authorized trademark use
 - Brand protection and anti-counterfeiting measures
-

Section 12: Data Collection & Analytics

12.1 Analytics and Telemetry

System Performance Data:

- Hardware performance metrics
- Software usage patterns and feature adoption
- System stability and crash reporting
- Network performance and connectivity data

Privacy-Preserving Analytics:

- Data anonymization and aggregation
- Opt-out capabilities for non-essential telemetry
- Local processing before data transmission
- Regular data purging and retention policies

12.2 Crash Reporting and Debugging

Automatic Crash Reports:

- System crash dumps and error logs
- Application failure information
- Hardware and driver compatibility data
- User actions leading to system issues

User Control:

- Opt-in crash reporting (recommended)
- Review crash data before transmission
- Exclusion of personal files from crash reports
- Manual crash report submission options

12.3 Usage Analytics

Feature Usage Tracking:

- Most commonly used features and applications
- User interface interaction patterns
- System configuration preferences
- Performance optimization opportunities

Aggregate Statistics:

- Industry benchmarking and comparison data
- Development priority guidance
- Resource allocation for support and development
- Public transparency reports on data usage

Section 13: Third-Party Integration

13.1 Third-Party Software

Compatibility and Integration:

- Curated software repository with verified applications
- Third-party developer program and certification
- Security scanning for all repository submissions
- User warnings for unverified or potentially harmful software

Developer Responsibilities:

- Compliance with RSC development guidelines
- Security best practices implementation
- Regular updates and vulnerability patching
- User data protection and privacy compliance

13.2 Cloud Services Integration

Supported Cloud Providers:

- Major cloud storage providers (Google Drive, OneDrive, Dropbox)
- Cloud computing and development platforms
- Streaming and media services
- Productivity and collaboration tools

Data Protection:

- Encrypted data transmission to cloud services
- User control over cloud service integration
- Privacy policy compliance verification
- Secure authentication and authorization protocols

13.3 Hardware Integration

Peripheral Support:

- Extensive driver database for common hardware
- Automatic driver installation and updates
- Hardware vendor partnerships for optimization
- Support for emerging technologies and standards

IoT and Smart Device Integration:

- Secure communication protocols
 - Privacy-focused device management
 - Regular security updates for IoT components
 - User control over device data sharing
-

Section 14: Security & Vulnerability Reporting

14.1 Security Measures

Built-in Security Features:

- Advanced malware detection and prevention
- Network firewall with intrusion detection
- Encrypted file system and secure boot
- Regular security audits and penetration testing
- Automatic security updates and patches

User Security Tools:

- Integrated antivirus and anti-malware
- VPN client for secure networking
- Password manager and secure credential storage
- Two-factor authentication support
- Secure deletion and data wiping tools

14.2 Vulnerability Disclosure Program

Responsible Disclosure:

- Security researcher recognition program
- Bug bounty rewards for qualifying vulnerabilities
- Coordinated disclosure timeline (90 days standard)
- Public acknowledgment of security contributions
- Clear submission guidelines and criteria

Reporting Process:

1. **Initial Report:** Submit detailed vulnerability information
2. **Acknowledgment:** RSC response within 48 hours
3. **Investigation:** Technical analysis and verification
4. **Resolution:** Patch development and testing
5. **Disclosure:** Coordinated public disclosure and credit

14.3 Incident Response

Security Incident Procedures:

- 24/7 security incident response team
- Automated threat detection and response
- User notification procedures for data breaches

- Law enforcement coordination when necessary
- Post-incident analysis and improvement processes

User Notification:

- Email alerts for critical security issues
 - In-system notifications for immediate action required
 - Public security advisories and bulletins
 - Regular security status updates and reports
-

Section 15: Termination & Suspension

15.1 User-Initiated Termination

Account Deletion Process:

- Self-service account deletion through user portal
- 30-day grace period for account recovery
- Data export options before deletion
- Confirmation of deletion completion
- Removal from all RSC marketing communications

Software Uninstallation:

- Complete removal tools and utilities
- License deactivation and return to pool
- User data preservation options
- Clean uninstallation verification
- Support for migration to other platforms

15.2 RSC-Initiated Suspension

Suspension Triggers:

- Terms of Service violations
- Suspected fraudulent activity
- Security threats or malicious behavior
- Non-payment of fees (for paid services)
- Legal compliance requirements

Suspension Procedures:

- Immediate notification to registered email

- Clear explanation of suspension reasons
- Appeal process and timeline
- Temporary access for data retrieval
- Escalation path for dispute resolution

15.3 Permanent Termination

Termination Causes:

- Repeated Terms of Service violations
- Criminal activity or law enforcement requests
- Intellectual property infringement
- Security threats to RSC infrastructure or other users
- Failure to resolve suspension issues within specified timeframe

Post-Termination:

- All RSC services access immediately revoked
 - User data deleted according to retention policies
 - Outstanding obligations remain in effect
 - Appeal rights within 30 days of termination
 - Re-registration restrictions may apply
-

Section 16: Limitation of Liability

16.1 Software Warranties

Disclaimer of Warranties: RSC Corporation provides Normix OS "AS IS" without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

No Guarantee of:

- Uninterrupted or error-free operation
- Compatibility with all hardware configurations
- Data integrity or backup reliability
- Third-party software functionality
- Meeting specific user requirements or expectations

16.2 Limitation of Damages

Maximum Liability: In no event shall RSC Corporation's total liability exceed the amount paid by the user for Normix OS in the 12 months preceding the claim.

Excluded Damages: RSC Corporation shall not be liable for:

- Indirect, incidental, special, or consequential damages
- Lost profits, revenue, or business opportunities
- Data loss or corruption not caused by RSC negligence
- Third-party claims or intellectual property disputes
- Service interruptions due to external factors

16.3 Indemnification by Users

User Indemnification Obligations: Users agree to indemnify and hold harmless RSC Corporation from:

- Claims arising from user's violation of Terms of Service
 - Intellectual property infringement by user's content or activities
 - Damages resulting from user's negligent or intentional misconduct
 - Third-party claims related to user's use of Normix OS
 - Legal fees and costs associated with defending such claims
-

Section 17: Indemnification

17.1 RSC Corporation Indemnification

Limited Indemnification: RSC Corporation will defend users against third-party claims that Normix OS infringes valid patents, copyrights, or trademarks, provided:

- User promptly notifies RSC of the claim
- RSC has sole control of defense and settlement
- User provides reasonable cooperation
- Claim arises from unmodified use of Normix OS

Remedies for Infringement: If infringement is found or likely, RSC may:

- Obtain license for continued use
- Modify software to eliminate infringement
- Replace infringing components
- Terminate license and refund unused fees

17.2 Indemnification Exclusions

No Indemnification for:

- Modifications made by user or third parties

- Use in combination with non-RSC software
 - Use after notice to discontinue due to infringement
 - Compliance with user specifications or requirements
 - Use of discontinued or unsupported versions
-

Section 18: Governing Law & Jurisdiction

18.1 Applicable Law

These Terms of Service are governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to conflict of law principles.

International Users:

- Local consumer protection laws may provide additional rights
- Users responsible for compliance with local laws and regulations
- Export control and trade sanction compliance required
- Currency conversion and tax obligations vary by jurisdiction

18.2 Dispute Resolution Forum

Jurisdiction and Venue: All disputes shall be resolved exclusively in the state and federal courts located in New Castle County, Delaware. Users consent to personal jurisdiction and venue in these courts.

Alternative Dispute Resolution: Before pursuing litigation, parties agree to attempt resolution through:

1. **Direct Negotiation:** Good faith discussions for 30 days
2. **Mediation:** Non-binding mediation through AAA
3. **Arbitration:** Binding arbitration under AAA Commercial Rules (for claims under \$10,000)

18.3 Class Action Waiver

Individual Claims Only: Users agree to resolve disputes individually and waive the right to participate in class action lawsuits, collective actions, or representative proceedings.

Exception: Class action waiver does not apply where prohibited by applicable law or for claims involving RSC's intellectual property rights.

Section 19: Changes to Terms

19.1 Modification Rights

RSC Corporation reserves the right to modify these Terms of Service at any time to reflect:

- Changes in applicable laws and regulations
- Evolution of business practices and technology
- User feedback and community input
- Security and privacy enhancements
- New features and services

19.2 Notification Process

User Notification:

- Email notification to registered addresses
- In-software notification for active users
- Website posting of updated terms
- 30-day advance notice for material changes
- Clear highlighting of modified sections

User Options:

- Continue using software constitutes acceptance
- Discontinue use if changes are unacceptable
- Contact support for clarification of changes
- Export data before discontinuing use

19.3 Effective Date

Modified terms become effective:

- 30 days after notification for material changes
- Immediately for legal compliance requirements
- Upon user acceptance for optional new features
- On specified date for major version updates

Section 20: Contact Information

20.1 RSC Corporation Headquarters

Business Hours: Saturday-Sunday 5PM Est. - 9PM Est.