

End User License Agreement – TSPrint

This End User License Agreement (“EULA”) is a legal agreement between the Customer (“You”) and Terminal Works Ltd. (“Terminal Works”) with regard to the proprietary and copyrighted software known as TSPrint (hereafter referred to as the “Software”). The Software includes computer software, the associated media, any printed materials, and any “online” or electronic documentation.

This EULA becomes effective when signed by Terminal Works and You. You may not download or access the Software unless and until You have signed the EULA and paid the applicable license fee.

1. License Grant

Terminal Works grants to You a personal, non-transferable and non-exclusive right to use the Software subject to the terms of this EULA, Purchase is a one-time fee. Furthermore, license has an electronic delivery, and license delivery is prompt after the purchase has been processed. Also, licensing instructions are sent after the purchase.

2. License type use limitations

Usage is permitted according to the type of license purchased, as follows:

- Limited Licenses are per user and counting the concurrently connected users connecting to the licensed host with the client part of the software installed locally. Limited licenses can be upgraded in case needed by purchasing additional Limited licenses or upgraded to the Unlimited license type explained below.
- An Unlimited License has no limitation in terms of the number of users connecting to the licensed host. Each host requires a separate license as each TSPrint server installation needs a separate license. Unlimited license means you will have no restrictions in number of users connected to the a licensed Server(Host).

3. Copyright

The Software is licensed, not sold. You acknowledge that no title to the intellectual property in the Software is transferred to You under this EULA. You further acknowledge that title and full ownership rights in the Software will remain the exclusive property of Terminal Works, and You will not acquire any rights to the Software.

All copies of the Software must contain the same proprietary notices as are contained in or on the copy of the Software supplied to YOU by or on behalf of Terminal Works.

All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by Terminal Works or its suppliers.

The Software is protected by copyright laws and international treaty provisions. You may not copy the printed materials accompanying the Software, except as permitted by law.

4. Reverse Engineering

You agree that You will use your best efforts to prevent Your employees and contractors from attempting to reverse compile, modify, translate or disassemble the Software in whole or in part.

In the event of Your failure to comply with the above, or material breach of any other terms and conditions contained herein which remains unremedied 30 days after notice has been served on You to remedy it, Terminal Works shall have the right to terminate of this license on written notice to You, and the rights granted hereunder shall revert to Terminal Works.

5. Warranty and Disclaimer

Terminal Works warrants that it is the owner of the Software, that it has the right to license the Software to You, and that the Software does not and will not infringe any third party intellectual property rights.

Other than the foregoing warranty, Terminal Works disclaims and make no express or implied warranties and specifically disclaims the warranties of merchantability, and fitness for a particular purpose.

The entire risk as to the quality and performance of the Software is with You. Terminal Works does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error-free.

TERMINAL WORKS SHALL HAVE NO OBLIGATION TO PROVIDE ANY UPDATES TO THE SOFTWARE, although it may choose to do so.

6. Limitation of Liability

Each party's entire liability and the other party's exclusive remedy under this EULA shall not exceed the price paid for the Software.

In no event shall Terminal Works be liable for any incidental, indirect, special and consequential damages, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use this product, even if Terminal Works has been advised of the possibility of such damages. Because some states/countries do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

The foregoing limitations of liability shall not apply to a breach of the warranties given under clause 5.

7. Upgrades

If Terminal Works provides an upgrade to the Software (meaning for the avoidance of doubt a standard patch or new version of the Software provided by Terminal Works without the obligation to pay an additional license fee), You may acquire that upgrade free of charge, and use the upgraded product only in accordance with this EULA.

8. OEM Product Support

Support for the Software is provided by Terminal Works. For product support, You may call Terminal Works.