END-USER LICENSE AGREEMENT

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Retail Solution, GP shall provide updates and maintenance on a yearly basis or as-needed basis.

Support

Retail Solution, GP has no obligation to Software support, or to continue providing or updating any of the Software.

General Provisions

Termination

In the event of termination, all licenses provided under this EULA shall immediately terminate, and you agree to discontinue accessing or attempting to access this Licensed product.

Accordingly, this EULA may be:

1. Automatically terminated if the Licensee fails to comply with any of the terms and conditions under this EULA;
2. Terminated by Retail Solution, GP; or
3. Terminated by the Licensee.

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The Licensee has the option to permanently transfer all rights under this EULA, provided the recipient agrees to the terms of this EULA. Accordingly, this EULA is not assignable or transferable by the Licensee without the prior written consent of Retail Solution, GP; and any attempt to do so shall be void.

Notice

Any notice, report, approval or consent required under this EULA shall be in writing and deemed to have been duly given if delivered by recorded delivery to the respective addresses of the parties.

Integration

Both parties hereby agree that this EULA is the entire and exclusive statement and legal acknowledgment of the mutual understanding of the parties and supersedes and cancels any previous written and oral agreement and/or communication relating to the subject matter of this EULA.

Severability

No delay or failure to exercise, on the part of either party, any privilege, power or rights under this EULA shall operate as a waiver of any of the terms and provisions of this EULA. Accordingly, no single or partial exercise of any right under this Agreement shall preclude further exercise of any other right under this EULA. Suppose any of the outlined provisions of this EULA is deemed to be unenforceable or invalid in whole or in part by a court of competent jurisdiction. In that case, such provision shall be limited to the minimum extent necessary for this EULA to remain in full force and effect and enforceable. The remaining provisions of this Agreement shall not be rendered unenforceable or invalid. They shall continue to be enforceable and valid in isolation of the unenforceable and invalid provisions of this EULA.

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You hereby agree to indemnify and hold Retail Solution, GP harmless from and against all liabilities, damages, losses or expenses, including but not limited to reasonable attorney or other professional fees in any claim, demand, action or proceeding initiated by any third-party against Retail Solution, GP, arising from any of your acts, including without limitation, violating this EULA or any other agreement or any applicable law.

Entire Agreement

This Agreement rightly constitutes the entire understanding between the Retail Solution, GP and the Licensee and all parties involved. It supersedes all prior agreements of the parties, whether written or oral, express or implied, statement, condition, or a representation or warranty.

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