

# END-USER LICENSE AGREEMENT

**Last updated: January 2024**

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

## **Support**

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

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### **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.

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2. Terminated by Retail Solutions, GP; or
3. Terminated by the Licensee.

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#### Non-Transferability

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 Solutions, 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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The Licensee agrees that the Retail Solutions, GP shall not be liable to Licensee, or any other related person or entity claiming any loss of profits, income, savings, or any other consequential, incidental, special, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise. Even if Retail Solutions, GP has been advised of the possibility of such damages. These limitations shall necessarily apply regardless of the primary purpose of any limited remedy. Under no circumstances shall Retail Solutions, GP aggregate liability to the Licensee, or any other person or entity claiming through the Licensee, exceed the actual monetary amount paid by the Licensee to Retail Solutions, GP for the Software.

### **Indemnification**

You hereby agree to indemnify and hold Retail Solutions, 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 Solutions, 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 Solutions, 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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This EULA shall be deemed to be construed under the jurisdiction of the courts located in Tennessee, USA, without regard to conflicts of laws as regards the provisions thereof. Any legal action relating to this EULA shall be brought exclusively in the courts of Tennessee, USA, and all parties consent to the jurisdiction thereof. Furthermore, the prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, legal fees. Accordingly, this EULA is made within the exclusive jurisdiction of the Tennessee, USA, and its jurisdiction shall supersede any other jurisdiction of either party's election.