**EULA**

**End User License Agreement**

Last updated: 6 January 2015

This copy of (“Reports”) and accompanying documentation is licensed and not sold. This Software Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Tickett Enterprises Ltd own the intellectual property rights to Reports. The Licensee’s (“you” or “your”) license to download, use, copy, or change Reports is subject to these rights and to all the terms and conditions of the End User License Agreement (“Agreement”)

**Acceptance**

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE “ACCEPT” OPTION AND DOWNLOADING THE SOFTWARE PRODUCT OR BY INSTALLING, USING, OR COPYING REPORTS. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO DOWNLOAD THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELELCT “DECLINE” AND YOU MUST NOT INSTALL, USE OR COPY REPORTS.

**License Grant**

This agreement entitles you to install and use Reports on multiple devices attached to a single Clover merchant account. No archival copies of Reports are permitted as they are stored in online mediums. Reinstallation of Reports can be done using the third-party vendor of Reports.

**Restrictions on Transfer**

You may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to Reports.

**Restrictions on Use**

You may not use, copy, or install Reports on any system that would allow access outside of a single business location.

You may not decompile, “reverse engineer”, disassemble, or otherwise attempt to derive the source code for Reports.

**Restrictions on Alteration**

You may not modify Reports or create any derivative work of Reports or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of Reports.

**Restrictions on Copying**

You may not copy any part of Reports.

**Disclaimer of Warranties and Limitation of Liability**

UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY TICKETT ENTERPRISES LTD, TICKETT ENTERPRISES LTD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THE AGREEMENT.

Tickett Enterprises Ltd makes no warranty that Reports will meet your requirements or operate under your specific conditions of use. Tickett Enterprises Ltd makes no warranty that operation of Reports will be secure, error free, or free from interruption. YOU MUST DETERMINE WHETHER REPORTS SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. TICKETT ENTERPRISES LTD WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

UNDER NO CIRCUMSTANCES SHALL TICKETT ENTERPRISES LTD, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNATIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF REPORTS, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF TICKETT ENTERPRISES LTD OR ANY OTHER PARTY, EVEN IF TICKETT ENTERPRISES LTD IS ADVISED BEFOREHAND OF THE POSSIBLITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISTICTION LIMITS TICKETT ENTERPRISES LTD’S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

**Limitations of Remedies and Damages**

Your remedy for a breach of this Agreement or of any warranty included in the Agreement is the correction or replacement of Reports. Selection of whether to correct or replace shall be solely at the discretion of Tickett Enterprises Ltd. Tickett Enterprises Ltd reserves the right to substitute a functionally equivalent copy of Reports as a replacement. If Tickett Enterprises Ltd is unable to provide a replacement or substitute Software Product or corrections to Reports, your sole alternate remedy shall be a refund of the purchase price for Reports exclusive of any handling and transaction costs.

Any warranty claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installations, or damage determined by Tickett Enterprises Ltd to have been caused by you. All limited warranties on Reports are granted only to you and are non-transferrable. You agree to indemnify and hold Tickett Enterprises Ltd harmless from all claims, judgements, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

**Severability**

If any provision of this Agreement shall be found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

**Contact**

For questions, please contact us via e-mail at [support@tickett.net](file:///C%3A%5CUsers%5Cjim%5CDesktop%5Csupport%40tickett.net%C2%A0)