

# Wasp

## BARCODE TECHNOLOGIES

[Portal](#) > [Knowledgebase](#) > [FAQs](#) > [End User License Agreement \(EULA\)](#)

---

### End User License Agreement (EULA)

Scott Leonard - 2017-04-10 - in [FAQs](#)

This is the text of the End User License Agreement (EULA) that appears at software installation time. This is also available in a running program: Help menu, About, License Agreement.

---

Wasp Bar Code Technologies

#### SOFTWARE LICENSE AGREEMENT

READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING THE SOFTWARE OR USING THE ASSOCIATED MEDIA, PRINTED MATERIALS, AND

"ON-LINE" OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, "USER DOCUMENTATION"). THE SOFTWARE AND USER DOCUMENTATION (COLLECTIVELY, THE "SOFTWARE PRODUCT") IS COPYRIGHTED AND LICENSED (NOT SOLD). BY INSTALLING THE SOFTWARE PRODUCT, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT, YOU SHOULD PROMPTLY RETURN THE SOFTWARE PRODUCT TO THE PLACE OF PURCHASE WITHIN THIRTY (30) DAYS OF PURCHASE OF THE SOFTWARE PRODUCT AND YOU WILL RECEIVE A REFUND OF YOUR MONEY. THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE SOFTWARE PRODUCT BETWEEN YOU AND WASP BAR CODE TECHNOLOGIES (REFERRED TO AS "LICENSOR"), AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES.

1. License Grant. Licensor hereby grants to you, and you accept, a nonexclusive license to use the SOFTWARE in machine-readable, object code form only, and the accompanying USER DOCUMENTATION, only as authorized in this License Agreement. The SOFTWARE is in use on a computer when it is loaded into memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, or other storage medium) of a computer. The SOFTWARE may be used only on computers owned, leased, or otherwise controlled by you; or in the event of the inoperability of a computer, on a backup computer selected by you. Concurrent use on one or more computers or installation on more than one computer is not permitted without separate authorization and the payment of other licensing fees.

When the SOFTWARE is installed on a server and is accessed remotely each user/person accessing the SOFTWARE must have a separate license. Example: Installing on a Citrix or Windows 2003 like server would require each user/person to have a separate license)

Upon loading the SOFTWARE into your computer, you may retain the Program Media containing the SOFTWARE for backup purposes. In addition, you may make one copy of the SOFTWARE on a second set of diskettes (or other storage medium) for the purpose of backup in the event the Program Media are damaged or destroyed. You may make one copy of the USER DOCUMENTATION for backup purposes. Any such copies of the SOFTWARE or the USER DOCUMENTATION shall include Licensor's copyright and other proprietary notices. Except as authorized under this paragraph, no copies of the SOFTWARE PRODUCT or any portions thereof may be made by you or any person under your authority or control.

You agree that you will not sublicense, lease, rent, share or otherwise transfer your rights under this License Agreement. You agree that you may not reverse assemble, reverse compile, or otherwise translate the SOFTWARE.

2. Licensor's Rights. You acknowledge and agree that the SOFTWARE and the USER

DOCUMENTATION are proprietary products of Licensor protected under U.S. copyright law and international treaty provisions. You further acknowledge and agree that all right, title, and interest in and to the SOFTWARE PRODUCT, including associated intellectual property rights, are and shall remain with Licensor. This License Agreement does not convey to you an interest in or to the SOFTWARE PRODUCT, but only a limited right of use revocable in accordance with the terms of this License Agreement.

3. License Fees. The license fees paid by you are paid in consideration of the licenses granted under this License Agreement.

4. Term. This License Agreement is effective upon your installation or use of the SOFTWARE PRODUCT and shall continue until terminated. You may terminate this License Agreement at any time by returning to Licensor, or by permanently destroying, the SOFTWARE PRODUCT and all copies thereof and extracts there from. Licensor may terminate this License Agreement upon the breach by you of any term herein. Any use of the SOFTWARE PRODUCT in violation of U.S. copyright laws or international treaties is a breach of this agreement. Upon such termination by Licensor, you agree to return to Licensor all copies of the SOFTWARE PRODUCT. Irrespective of whether Licensor or you terminates this Agreement under this provision, you are not entitled to a refund of the license fee paid by you.

5. Limited Warranty. Licensor warrants, for your benefit alone, for a period of 90 days from the date of commencement of this License Agreement (referred to as the "Warranty Period") that the Program Media in which the SOFTWARE is contained are free from defects in material and workmanship. Licensor further warrants, for your benefit alone, that during the Warranty Period the SOFTWARE PRODUCT shall operate substantially in accordance with the functional specifications in the USER DOCUMENTATION. If during the Warranty Period, a defect in the SOFTWARE PRODUCT appears, you may return the SOFTWARE PRODUCT to Licensor for either replacement or, if so elected by Licensor, refund of amounts paid by you under this License Agreement. A copy of your sales receipt must accompany your returned SOFTWARE PRODUCT. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication.

Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. You agree that the foregoing constitutes your sole and exclusive remedy for breach by Licensor of any warranties made under this Agreement. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE PRODUCT, AND THE SOFTWARE CONTAINED THEREIN, ARE LICENSED "AS IS," AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE REMEDIES ARE NOT AVAILABLE OUTSIDE OF THE UNITED

STATES OF AMERICA.

LICENSOR MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU

6. Limitation of Liability. In no event shall Licensor be liable for any loss or damage or any other incidental, special, punitive, exemplary, or consequential damages, loss profits, damages resulting from loss of use or access, uses, performance, non-performance, business expense, machine downtime, equipment failure, user error, accuracy, errors, omissions, or any direct damages arising out of, based upon, or connected with the SOFTWARE even if Licensor is informed of the possibility of such. The entire risk as to use of the SOFTWARE is assumed by you. Wasp Bar Code Technologies makes no claims as to the security of the software web component or the data accessed by it. Web and data security is your responsibility. WE DISCLAIM ANY AND ALL LOSS OR LIABILITY RESULTING FROM, BUT NOT LIMITED TO: (1) LOSS OR LIABILITY RESULTING FROM ACCESS DELAYS OR ACCESS INTERRUPTIONS; (2) LOSS OR LIABILITY RESULTING FROM DATA NON-DELIVERY OR DATA MIS-DELIVERY; (3) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT INFORMATION (INCLUDING ANY PASSWORDS); (4) LOSS OR LIABILITY RESULTING FROM ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR SERVICE(S) PROVIDED BY THIS PRODUCT; (5) LOSS OR LIABILITY RESULTING FROM INTERRUPTION OF USE OF YOUR WEBSITE OR ANY OF THE FEATURES INCLUDED IN THIS PRODUCT.

7. Trademark. Wasp and Wasp Bar Code Technologies are trademarks of Licensor. No right, license, or interest to such trademark is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to such trademark.

8. Governing Law. This License Agreement shall be construed and governed in accordance with the laws of the State of Texas, U.S.A.

9. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the License Agreement.

10. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

11. High Risk Activities. The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). LICENSOR expressly disclaims any express or implied warranty of fitness for High Risk Activities

040309