



Bookstore
Manager

RMS-SILVER SUBSCRIPTION FORM
Powered by Christian Books & More
With Electronic Ordering

To begin your subscription, fax or mail this license agreement with your check or credit card number. If you prefer, you may call us with your credit card information. All international users add \$50.00/per year. Prices good through 12/31/02.

Company/Store

Phone

Address

Fax

City/State/Zip

E-mail

\$155.00 (This option requires automated monthly draft from you bank account – form attached)

Set-up Fee plus First Month's Subscription

visa/Discover/MasterCard

Name as it appears on card V

Signature

Date

Printed Name/Title

R e f e r r e d
By: _____

Bookstore Manager Software
ATT: Trudy Box
201 Fannin Street

Office: 915-673-2826
Fax: 915-673-0527
E-mail: trudyb@bsmgr.com



Bookstore Manager

Retail Management Solutions – Silver Package

DEBIT AUTHORIZATION FORM

I (we) hereby authorize Bookstore Manager, Inc. to initiate entries to my checking/savings accounts at the financial institution listed below (THE FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until The Bookstore Manager, Inc is notified by me (us) in writing to cancel it in such time as to afford The Bookstore Manager, Inc and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

(Name of Financial Institution)

(Address of Financial Institution - Branch, City, State & Zip)

(Signature)

(Date)

(Name - PLEASE PRINT)

(Address - PLEASE PRINT)

Set Amount: \$55.00

Maximum Amount: \$55.00

Checking/Savings Account Number: _____

Financial Institution Routing Number: _____

(Look between these symbols | : | on the bottom left of your check)

PLEASE ATTACH OR FAX A COPY OF A VOIDED CHECK

IMPORTANT: THIS IS A LEGAL AGREEMENT BETWEEN YOU, THE LICENSEE (either an individual or a single entity), AND CHRISTIAN DATABASES, INC. ("Christian Databases"). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE SIGNING. THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE DATABASE BETWEEN YOU AND Christian Databases, AND IT SUPERCEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES.

1. License Grant. Christian Databases hereby grants to you, and you accept, a non-exclusive, revocable and non-transferable license to use the Database and the computer program contents contained therein (collectively referred to as the "Database"), only as authorized in this License Agreement. **NO OWNERSHIP RIGHT IS GRANTED AND LICENSEE HAS THE RIGHT TO USE THE DATABASE ONLY AS LONG AS THIS AGREEMENT IS IN EFFECT.** The Database may be used only at a single store or site, on in store computers owned, leased, or otherwise controlled by you; or in the event of the inoperability of that computer, on a backup computer selected by you. You agree that you will not sublicense, pledge, lease, rent, or share your rights under this License Agreement. You agree that no portion of the Database may be used and/or transmitted via the Internet without the express, written permission of Christian Databases. All rights not specifically granted under this Agreement are reserved by Christian Databases.

No copies of the Database or any portions thereof may be made by you or any person under your authority or control.

You further agree not to:

- (a) Reverse engineer, de-compile, de-compose, or disassemble any aspect of the Database;
- (b) Modify, translate, adapt, or otherwise make derivative works of the Database;
- (c) Separate the Database into component parts for use on more than one computer;
- (d) Alter, remove or obscure any proprietary legend, copyright or trademark notice contained in or on the Database;
- (e) Attempt to unlock or bypass any initialization or security systems utilized by the Database; or
- (f) Use and/or transmit any portion of the Database via the Internet without prior written consent.

2. Christian Databases' Rights. You acknowledge and agree that the Database and any accompanying documentation are proprietary products of Christian Databases, whether or not copyrighted or patented. You further acknowledge and agree that all right, title, and interest in and to the Database, including all associated intellectual property rights, are and shall remain with Christian Databases. **This License Agreement does not convey to you an interest in or to the Database, but only a limited right of use revocable in accordance with the terms of this License Agreement.** The Licensee shall treat and protect the Database in a manner consistent with the maintenance of trade secret rights, and shall take appropriate action in that regard. Licensee acknowledges that the Database is unique and that injury to Christian Databases would be irreparable if the Database contents were made available by Licensee to another person or entity. The terms of this paragraph shall survive any termination or expiration of this Agreement.

3. License Fees. The license fee shall be paid by an annual subscription. At the end of the subscription, if user elects not to renew, Christian Databases, Inc. shall then revoke the users license. The licensee agrees to discontinue using the "Database" and destroy all copies of the "Database" and its related software. I UNDERSTAND THAT THIS LICENSE ALONE DOES NOT GRANT PERMISSION FOR INTERNET USE.

4. Term. This License Agreement is effective upon payment of the initial license fee or receipt of "Database," and your signature of this Agreement and shall continue until terminated. You may terminate this License Agreement at any time by returning the Database and all copies thereof and extracts there from to Christian Databases. Christian Databases may terminate this License Agreement upon the breach by you of any term hereof. Upon such termination by Christian Databases, you agree to return to Christian Databases the Database and all copies and portions thereof. Upon termination of the this License Agreement, you further agree to delete from your computer the copy of the Database which was loaded into your computer to operate the Database.

a. In the event that we or the Publishers, Manufacturers, or Labels receive notice of any claim or dispute concerning any of the Licensed Materials, we may require you to remove said materials from your saved versions of Christian Books & More, and you agree to comply with all such requests within five (5) days of the request.

5. Limited Warranty. Christian Databases warrants that the medium, if any, upon which the Database is provided will, for a period of 30 days from the commencement of this License Agreement (referred to as the Warranty Period), be free from defects in materials and workmanship. If during the Warranty Period, a defect in the Database appears, you may return the Database to Christian Databases for either replacement, or, if so elected by Christian Databases, a refund of the amount paid by you under this License Agreement. This limited warranty is void if the medium has been damaged due to any accident, abuse, misapplication, or service or modification by someone other than Christian Databases.

DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE DATABASE AND ANY DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Christian Databases does not represent or guarantee the quality or performance of the Database other than as set forth in the above limited warranty. Christian Databases also does not represent or guarantee that the Database capabilities will meet your needs or that the Database will continuously operate or be error free. Christian Database does not guarantee that the listed product prices in the Database will be 100% correct at all times.

6. Limitation of Liability. Christian Databases' cumulative liability to you or any other party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the license fee paid by you for use of the Database. **In no event shall Christian Databases be liable for any lost profits, losses due to business interruption or other damages, including direct, indirect, incidental, consequential, special, or exemplary damages, arising out of this Agreement or the use of the Database licensed hereunder.**

7. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas, USA. Venue for any cause of action arising under this Agreement shall be in Taylor County, Texas, USA.

8. Miscellaneous. If any provision of this Agreement shall be unlawful, void or for any reason declared unenforceable by any court of competent jurisdiction, that provision shall be deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions.

9. 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.

10. Notices. Should you have any questions concerning this Agreement or if you would like to contact Christian Databases for any reason, please do so at: 915-672-1238.

11. Acceptance. BY MY SIGNATURE, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS LICENSE AGREEMENT AND THAT I AGREE TO BE BOUND BY ITS TERMS.

Signature

Company

Printed Name

Date