

SCRIPTS *BY DESIGN*

SABRE Scripts for Trams Users Software License Agreement

END-USER LICENSE AGREEMENT FOR SCRIPTS *BY DESIGN*

IMPORTANT-READ CAREFULLY: This Software License Agreement is a legal agreement between you (either an individual or a single entity) and Jacqueline McMahon, developer of **SCRIPTS *BY DESIGN*** software product identified above, which includes computer software and associated media and printed materials. By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this Software License Agreement.

SOFTWARE PRODUCT LICENSE

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold.

1. **GRANT OF LICENSE** -- This Software License Agreement grants you the following rights:
You may store or install a copy of the SOFTWARE PRODUCT on to your SABRE System. If you have Branch offices, you may also install the SOFTWARE PRODUCT on their respective systems.
2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**
Rental or Sale- You may not rent, lease, or sell the SOFTWARE PRODUCT.
Software Transfer - upon sale of your agency, you may permanently transfer all of your rights under this agreement, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, and any upgrades), and the recipient agrees to the terms of this agreement. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.
Termination - Without prejudice to any other rights, Jacqueline McMahon may terminate this Software License Agreement if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.
3. **COPYRIGHT** -- All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets," incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned by Jacqueline McMahon. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material.
4. **LIMITED WARRANTY** Jacqueline McMahon warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT and hardware, if any, are limited to ninety (90) days.
5. **NO OTHER WARRANTIES** - To the maximum extent permitted by applicable law, Jacqueline McMahon disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software product, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction. Once the disks are mailed, your purchase of Scripts by Design is completely NON-REFUNDABLE.
6. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES** - Jacqueline McMahon is not an employee of TRAMS or SABRE. To the maximum extent permitted by applicable law, in no event shall Jacqueline McMahon, SABRE, or TRAMS be held liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software product, even if the parties have been advised of the possibility of such damages.

TERMS OF AGREEMENT:

The cost for the entire script package is only \$495 for the home office, plus \$100 per each additional Pseudo City Code. The annual renewal fee for the software is \$100 per year for the home office, plus \$25 for each additional Psuedo City

Code. This entitles you to free email support, phone support via a non-toll free number, a new updated download every year upon your anniversary (as long as subscription is paid), as well as free updates anytime requested throughout the year via email. Support is offered to one point person – not individual agents.

Agency Name:		
Contact Name:	Contact Title:	
Address:		
City:	State:	Zip:
Phone:	Fax:	
E-Mail: (REQUIRED for renewal notices)	Referred By:	

_____ Check here if you would like request for credit card payment emailed to you. You will receive an email from PayPal requesting your credit card number for payment.

Pseudo City Codes Please type words: Two Oscar Zero One
Main Office
Branch
Branch
Branch
Branch

Please make checks payable to Scripts by Design
 Please mail to: 4007 Avenida Del Sol Drive, Loveland, CO 80538

Or fax to 866.594.9714 for credit card request

Customization Requests:

1. Choice of Accounting Methods for Tour/Cruise Final Payment by Credit Card:

_____ **Commission Tracking:**

Creates a Comm Track Booking reflecting the amount of the final payment received and the commission expected. The sale and commission affects the General Ledger the same month the commission is received by the agency. (TRAMS Preferred)

_____ **Closed Supplier:**

Creates a closed Supplier Booking with the sale and commission affecting the General Ledger the same month the invoice is driven. The commission amount creates a “negative payable” reflected on the Vendor Balance report until the commission is received.

2. Choice of Accounting Methods for Tour/Cruise Deposit by Credit Card

_____ **Deposit Invoice recorded as Closed Supplier:**

Sales are recorded the same month the invoice is driven. No further action needs to be taken.

_____ **Deposit Invoice recorded as Comm Track:**

The commission area, even though it reflects “0.00”, needs to be closed at the same time the commission is applied to the Final Payment invoice. Both deposit and final payment sales affect the General Ledger at the same time the commission is received.

3. On the Cash Service Fee script you have the option of customizing your description line. Choose one from the list below, or enter a choice of your own.

SERVICE FEE
BOOKING FEE
TRANSACTION FEE
TICKETING FEE
MISCELLANEOUS
OTHER CHARGES

Custom remark: _____

4. Closest Gateway Airport Code for Service Fee OTH Segment _____

5. Interface ID for Cash/Credit Card Merchant Service Fees _____

(Not ARC/XD Service Fees)

Default SVCFEE will be used if left blank

6. Trams Travel Type for Cash/Credit Card Merchant Service Fees _____

Default Travel Type #11 will be used if left blank