

CARSTM

**End User
License
Agreement**



End User License Agreement

Curve Advisory Reporting System

END USER LICENSE AGREEMENT FOR USE OF THE RIEKER CARS™ TABLET SOFTWARE AND REPORTING PORTAL

Rieker, Inc. ("Rieker") provides certain storage media containing computer software (hereinafter referred to, with all updates, modifications, revisions, and releases, as the "Program") which may also include database information, digital cartographic data, online or electronic documentation, and printed materials (together with the Program, hereinafter referred to as the "Product"). This End User License Agreement ("License") governs your use of the Product.

IMPORTANT: THE PRODUCT IS OWNED BY RIEKER, INC., AND ARE LICENSED TO YOU, NOT SOLD. THIS LICENSE, AMONG OTHER THINGS, DEFINES WHAT YOU MAY DO WITH THE PRODUCT, AND CONTAINS CERTAIN LIMITATIONS ON WARRANTIES AND/OR REMEDIES. CAREFULLY READ THIS LICENSE BEFORE USING THE PRODUCT. INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS LICENSE AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU HAVE NO RIGHT OR AUTHORITY TO ACCESS OR USE THE PRODUCT, AND MUST RETURN THE COMPLETE PRODUCT TO: RIEKER, INC., CUSTOMER SERVICE, 34 MOUNT PLEASANT RD, ASTON, PA, 19014.

1. LICENSE:

Rieker hereby grants you a limited, terminable, revocable, nontransferable, nonexclusive, nonsublicenseable license to access and use the Product solely in accordance with the terms of this License. You shall be responsible, at your sole expense, for procuring, operating, and maintaining the computer hardware, systems software, telecommunications applications and providers, and other items necessary or appropriate to enable you to exercise your rights and licenses hereunder. Any and all rights in and to the Product and otherwise, not explicitly granted to you under this License, are expressly reserved by and to Rieker, and you shall not exercise any rights in or to the Product or otherwise, except to the extent explicitly stated in this License.

2. YOU MAY:

- a. Install and use one copy of the Product on a single computer or web server. This copy is to be used by only one (1) web server at a time. If you wish to use the Product for additional web servers, you will need an additional license for each additional web server.
- b. Make one copy of the Product, solely for archive or backup purposes.
- c. Transfer the Product to another web server, provided that you cease all use of the Product on the original server, and erase or destroy any copy (including the hard disk copy) made in support of your use of the Product on that original server. The terms of this License remain in force with respect to your use of the Product the new server.

3. YOU MUST NOT and MAY NOT:

- a. Use, disclose, distribute, or access the Product for any purpose or in any manner not specifically and expressly authorized by this License.
- b. Modify, adapt, translate or create derivative works based upon the Product, without the prior written consent of Rieker.
- c. Remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Product.
- d. Make any copies of the Product, except as expressly permitted in Section 2(b) above of this License.
- e. Translate, reverse engineer, decompile, or disassemble the Product, except to the extent the foregoing restriction is expressly prohibited by applicable law.

RIEKER INC • 34 MOUNT PLEASANT ROAD • ASTON • PA • 19014 • USA

610-500-2000

fax: 610-500-2002

support@riekerinc.com

www.riekerinc.com



End User License Agreement

Curve Advisory Reporting System

- f. Rent, lease, loan, sub-license, distribute, assign, or transfer the Product except as set forth in Section 2(c) above of this License.
- g. Modify the Product or merge all or any part of the Product with another program.
- h. Use the Product in any way that violates any applicable law or regulation in any jurisdiction where the Product is accessed or used.
- i. Export or re-export the Product to any country in violation of the export control laws of the United States of America
- j. Attempt to do any of the foregoing.

4. TERM:

This License shall continue for as long as you use the Product. However, this License, and all licenses hereunder, shall automatically terminate without notice upon any failure to comply with any of its terms or conditions. You will, upon termination for any reason, cease use of and access to the Product, and destroy any and all copies of the Product in your possession. Section 5 (Disclaimers), Section 6 (Limitations of Liabilities), and Section 7 (Indemnification) shall continue in full force even after any termination.

5. LIMITS OF USE:

User agrees to The Limits of Use as described in the Service Agreement.

6. DISCLAIMERS:

THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, USAGE OF TRADE, COURSE OF DEALING, NON-INTERFERENCE, NON-INFRINGEMENT, OR THAT THE SOLUTION WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCT IS ASSUMED BY YOU.

7. LIMITATIONS OF LIABILITIES:

NEITHER RIEKER NOR ANY OF ITS AFFILIATES OR PARTNERS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, REGARDLESS OF LEGAL THEORY, EVEN IF RIEKER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. RIEKER IS ALSO NOT RESPONSIBLE FOR ANY CLAIMS BY A THIRD PARTY. RIEKER'S MAXIMUM AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THIS LICENSE AND THE PRODUCT SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE PRODUCT. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. INDEMNIFICATION:

You shall indemnify and hold harmless Rieker and its directors, officers, employees, agents, contractors, and resellers ("Indemnitees") from and against all actions, suits, hearings, and other proceedings of third parties ("Claims"), and all judgments, losses, obligations, risks, awards, settlements, compromises, liabilities, damages, costs, and expenses (including without limitation, reasonable attorneys' fees and attorneys' disbursements) arising out of or incurred in connection with: (a) any actual or alleged breach of this License or use of the Product by you, or any directors, officers, customers, employees, agents, representatives, or contractors; and (b) your fraud, negligence, or willful misconduct in connection with this License or your use of or access to Product. You shall defend Indemnitees, at your sole cost and expense, against any and all Claims against Indemnitees arising from or related to your selection or use of the Product whether or not such use is in accordance with this License and shall indemnify and hold Indemnitees harmless from any and all judgments, losses, liabilities, damages, costs, and expenses (including without limitation, reasonable attorneys' fees and attorneys' disbursements) arising out of or incurred in connection with such Claims. Rieker shall have the right to control the settlement of any Claims with respect to which it is entitled to indemnification hereunder.

9. RESTRICTED RIGHTS:

If this Product is acquired by or for the U.S. Government, then it is provided with Restricted Rights. Use,

RIEKER INC • 34 MOUNT PLEASANT ROAD • ASTON • PA • 19014 • USA			
610-500-2000	fax: 610-500-2002	support@riekerinc.com	www.riekerinc.com



End User License Agreement

Curve Advisory Reporting System

duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, or clause 18-52.227-86(d) of the NASA Supplement to the FAR, as applicable. The manufacturer of this product is Rieker, Inc., 34 Mount Pleasant Rd, Aston, PA, USA.

10. ASSIGNMENT:

You may not sublicense, assign, or transfer this License, or any rights and obligations under this License, in whole or in part, without Rieker's prior written consent. Any attempted assignment in violation of this Section 9 shall be void.

11. MODIFICATION:

Rieker shall have the right to change, from time to time, the design, configuration, and specifications of the Product and the system(s) on which the Product run, as Rieker shall determine in its sole discretion. Rieker reserves the right to modify the terms and conditions of this License or its policies relating to the Product at any time, effective upon delivery to you of an updated version of this License. Continued use of the Product after any such changes shall constitute your consent to such changes.

12. GENERAL:

This License is the entire agreement between Rieker and you with respect to the Product, superseding any other agreement or discussions, oral or written, and may not be changed except by a signed agreement. This License shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America. If any provision of this License is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be severed from the License and the other provisions shall remain in full force and effect. The waiver or failure of either party to exercise in any respect any right provided under this License shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this License.

Copyright © 2017 Rieker, Inc.; All rights reserved.

The information and material presented may not be published, broadcast, rewritten, or redistributed without the express written consent of Rieker® Inc.
The content presented is provided for informational purposes only and subject to change.
©2002-2017 Rieker® Inc. All Rights Reserved.
FORM NUMBER: TS0003_01/14 UPDATED: 2/2/17

RIEKER INC • 34 MOUNT PLEASANT ROAD • ASTON • PA • 19014 • USA			
610-500-2000	fax: 610-500-2002	support@riekerinc.com	www.riekerinc.com