

# END-USER LICENSE AGREEMENT

TheBikeShieldApp & TDG COMPANY, LLC.

**PLEASE READ CAREFULLY BEFORE USING THIS PRODUCT:** This End-User License Agreement ("EULA") is a legal agreement between (a) you (either an individual or a single entity) and (b) TDG Company, LLC (hereinafter "TDG"). An amendment or addendum to this EULA may accompany TheBikeShieldApp.

BY CLICKING "I AGREE," THEREBY BREAKING THE SEAL ON THEBIKESHIELDAPP, OR OTHERWISE TAKING ANY STEP TO INSTALL OR USE THEBIKESHIELDAPP, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT INSTALL OR USE THE MOBILE APPLICATION.**

**RIDE AND DRIVE CAREFULLY! THE SERVICES OFFERED BY THE WEB SITE AND/OR APP ARE NOT TO BE USED AS SUBSTITUTES FOR GOOD, COMMON SENSE. WE expressly DISCLAIM LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES for bodily injury, death, or damage of personal property arising from or related to the use of this Web site and/or App.**

## SECTION 1: DEFINITIONS

1.1. "You" or "Your" shall mean the entity or individual that installs and/or uses the Mobile Application.

1.2. "Mobile Application" shall mean mobile application software and may include associated media, printed materials and "online" or electronic documentation delivered with TheBikeShieldApp.

## SECTION 2: GRANT OF LICENSE

TDG grants you the following non-exclusive license provided you agree to and comply with all terms and conditions of this EULA:

2.1. Installation and Use. You may install and use the Mobile Application only as integrated with TheBikeShieldApp on only one (1) personal smartphone or tablet (collectively "devices"). You may not alter in any manner or fashion of any nature whatsoever or otherwise separate component parts of the Mobile Application from TheBikeShieldApp. You do not have the right to distribute the Mobile Application to any other individuals or entities. You may load the Mobile Application into your device's temporary memory (RAM) only for purposes of using TheBikeShieldApp. This license does not allow you to use the Mobile Application on any device that you do not own or control, and you may not distribute or make the Mobile Application available over a network where it could be used by multiple devices at the same time.

2.2. Storage. The Mobile Application may only be stored or copied into TheBikeShieldApp and may not be separated from TheBikeShieldApp.

2.3. Reproduction and Redistribution Prohibited. Reproduction and redistribution of the Mobile Application is strictly prohibited for any and all reasons except as provided for in Section 2.4, below. Unauthorized reproduction and/or redistribution of the Mobile Application or failure to comply with the above restrictions will result in automatic termination of this Agreement and will constitute immediate, irreparable harm to TDG for which monetary damages would be an inadequate remedy, in which case injunctive relief will be an appropriate remedy for such breach.

2.4. Open-Source Software Components. Notwithstanding the terms and conditions of this EULA, all or any portion of the Mobile Application which constitutes non-proprietary software or software provided under public license by third parties ("Free and Open-Source Software,") is licensed to you subject to the terms and conditions of the software license agreement accompanying such Freeware whether in the form of a discrete agreement, shrink wrap license or

electronic license terms accepted at time of download. Use of the Freeware by you shall be governed entirely by the terms and conditions of such license.

2.5. **Reservation of Rights.** The Mobile Application is licensed, not sold, to you by TDG. TDG and its suppliers own all rights, title and interest in and to the Mobile Application and reserve all rights not expressly granted to you in this EULA. You agree to refrain from any action that would diminish such rights or would call them into question.

2.6. **Additional Licensing Obligations.** You acknowledge and agree that your use of certain third party components included with the Mobile Application may be subject to additional licensing terms and conditions.

### **SECTION 3: LIMITATIONS**

3.1. **No Reverse Engineering.** You may not reverse engineer, decompile, disassemble or create derivative works of the Mobile Application, except and only to the extent that the right to do so is mandated under applicable law.

3.2. **No Separation of Components.** The Mobile Application is licensed as a single product. Except as authorized in this Agreement, Software component parts of the Mobile Application may not be separated for use on more than one device, nor otherwise used separately from the other parts.

3.3. **No Rental.** You may not rent or lease the Mobile Application to any other individual or entity for any reason.

3.4. **No Sale or Resell.** You may not sell or resell the Mobile Application to any other individual or entity for any reason.

3.5. **No Redistribution.** You may not redistribute the Mobile Application to any other individual or entity for any reason.

3.6. **No Sublicensing.** You may not sublicense the Mobile Application to any other individual or entity for any reason.

### **SECTION 4: TERM & TERMINATION**

4.1. **Term.** This EULA is effective unless terminated or rejected.

4.2. **Termination.** This EULA will terminate upon conditions set forth elsewhere in this EULA or at the exclusive right of TDG.

This Agreement will automatically terminate if you fail to comply with any of the terms and conditions hereof.

4.3. **Effect of Termination.** In the event of termination, you must destroy all copies of the Mobile Application and all of its component parts.

### **SECTION 5: UPGRADES & ADDITIONAL SOFTWARE**

5.1. **Upgrades.** To use a Mobile Application identified as an upgrade, you must first be licensed for the original Mobile Application identified by TDG as eligible for the upgrade. After upgrading, you may no longer use the original Mobile Application that formed the basis for your upgrade eligibility.

5.2. **Additional Software.** This EULA applies to updates or supplements to the original Mobile Application provided by TDG unless TDG provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.

### **SECTION 6: PROPRIETARY RIGHTS & INTELLECTUAL PROPERTY**

All intellectual property rights in the Mobile Application and user documentation are owned by TDG or its suppliers and are protected by law, including but not limited to U.S. copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. The structure, organization and code of the Mobile Application are the valuable trade secrets and confidential information of TDG and its suppliers. You shall not remove any product identification, copyright notices or proprietary restrictions from the Mobile Application.

## **SECTION 7: DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY**

**7.1. NO WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TDG AND ITS SUPPLIERS PROVIDE THE MOBILE APPLICATION "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE MOBILE APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TDG OR A TDG AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.**

**7.2. NO WARRANTIES AS TO THIRD-PARTY COMPONENTS. IN NO EVENT DOES TDG PROVIDE ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE WITH WHICH THEBIKESHIELDAPP IS DESIGNED TO BE USED, AND TDG DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF.**

**7.3. NO LIABILITY FOR DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TDG OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE MOBILE APPLICATION, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA), EVEN IF TDG OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

**7.4. NO SUPPORT. TDG HAS NO OBLIGATION TO SUPPORT OR TO PROVIDE ANY UPDATES OF THE MOBILE APPLICATION.**

Mobile applications are inherently subject to bugs and potential incompatibility with other applications, software and hardware. You should not use the Mobile Application for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property.

Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **SECTION 8: FEEDBACK**

**8.1. Feedback.** Notwithstanding any Non-Disclosure Agreement executed by and between the parties, the parties agree that in the event you or TDG provides Feedback (as defined below) to the other party on how to design, implement, or improve the Mobile Application or your product(s) for use with the Mobile Application, the following terms and conditions apply the Feedback:

**8.2. Exchange of Feedback.** Both parties agree that neither party has an obligation to give the other party any suggestions, comments or other feedback, whether verbally or in written or source code form, relating to (i) the Mobile Application; (ii) your products; (iii) your use of the Mobile Application; or (iv) optimization/interoperability of you product with the Mobile Application (collectively defined as "Feedback"). In the event either party provides Feedback to the other party, the party receiving the Feedback may use any Feedback that the other party voluntarily provides to improve the (i) Mobile Application or other related TDG technologies, respectively for the benefit of TDG; or (ii) your product or other related technologies, respectively for the benefit of you. Accordingly, if either party provides Feedback to the other party, both parties agree that the other party and its respective licensees may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the (i) Mobile Application or other related technologies; or (ii) you products or other related technologies,

respectively, without the payment of any royalties or fees.

**8.3. Residual Rights.** You agree that TDG shall be free to use any general knowledge, skills and experience, (including, but not limited to, ideas, concepts, know-how, or techniques) ("Residuals"), contained in the (i) Feedback provided by you to TDG; (ii) your products shared or disclosed to TDG in connection with the Feedback; or (c) your confidential information voluntarily provided to TDG in connection with the Feedback, which are retained in the memories of TDG employees, agents, or contractors who have had access to such Residuals. Subject to the terms and conditions of this Agreement, TDG employees, agents, or contractors shall not be prevented from using Residuals as part of such employee's, agent's or contractor's general knowledge, skills, experience, talent, and/or expertise. TDG shall not have any obligation to limit or restrict the assignment of such employees, agents or contractors or to pay royalties for any work resulting from the use of Residuals.

**8.4. DISCLAIMER OF WARRANTY.** FEEDBACK FROM EITHER PARTY IS PROVIDED FOR THE OTHER PARTY'S USE "AS IS" AND BOTH PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BOTH PARTIES DO NOT REPRESENT OR WARRANT THAT THE FEEDBACK WILL MEET THE OTHER PARTY'S REQUIREMENTS OR THAT THE OPERATION OR IMPLEMENTATION OF THE FEEDBACK WILL BE UNINTERRUPTED OR ERROR-FREE.

Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety.

**8.5. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE 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 FEEDBACK, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **SECTION 9: MISCELLANEOUS AND GENERAL PROVISIONS**

**9.1. Consent to Use of Data.** You agree that TDG and its affiliates or suppliers may collect and use technical information you provide, such as your GPS location, in relation to support services related to the Mobile Application. TDG and its suppliers agree not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

**9.2. No Implied Licenses.** Under no circumstances should anything in this Agreement be construed as TDG granting by implication, estoppel or otherwise, (i) a license to any TDG product or technology other than the Mobile Application; or (ii) any additional license rights for the Mobile Application other than the licenses expressly granted in this Agreement.

**9.3. U.S. Government Customers.** The Mobile Application is "commercial computer software" or "commercial computer software documentation" as those terms are defined in 48 C.F.R. 252.227-7014(a)(1) (2007) and 252.227-7014(a)(5) (2007). The U.S. Government's rights with respect to the Software and Documentation are limited by this Agreement pursuant to FAR § 12.212 (Computer Software) (1995) and 12.211 (Technical Data) (1995) and/or DFAR 227.7202-3, as applicable. As such, App is being licensed to the U.S. Government end users: (i) only as "Commercial Items" as that term is defined in FAR 2.101 generally and as incorporated in DFAR 212.102; and (ii) with only those limited rights as are granted to the public pursuant to this Agreement. Under no circumstance will the U.S. Government or its end users be granted any greater rights than we grant to other users, as provided for in this Agreement.

**9.4. Compliance with Export Laws.** You shall comply with all laws and regulations of the United States and other countries ("Export Laws") to ensure that the Mobile Application is not (1)

exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

9.5. Capacity and Authority to Contract. You represent that you are of the legal age of majority in your state, province jurisdiction of residence and, if applicable, you are duly authorized by your employer to enter into this contract.

9.6. Applicable Law. This EULA is governed by the laws of the State of California, exclusive of conflict of law provisions and you consent to the jurisdiction of the courts of the County of Los Angeles, State of California, with respect to any proceedings arising from this EULA. TDG shall be entitled to collect all attorneys' fees and costs as well as statutory interest for the enforcement of this Agreement.

9.7. Recovery of Fees and Costs. TDG shall be entitled to collect all attorneys' fees and costs as well as statutory interest for the enforcement of this Agreement as well as any and all damages suffered by TDG.

9.8. Entire Agreement. This EULA (including any addendum or amendment to this EULA which is included with TheBikeShieldApp) is the entire agreement between you and TDG relating to the Mobile Application, and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Mobile Application or any other subject matter covered by this EULA. To the extent the terms of any TDG policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. In the event of a conflict between the English and any non-English versions of this EULA, the English version shall govern. If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provision of the EULA will remain in force and effect.