

Approved End-User License Agreement

EULA – LINE REFERENCE – CONSUMER END-USERS

This End-User License Agreement (“EULA”) is a legal agreement between you and Line Reference (“Licensor”). You agree that this EULA is enforceable like any written negotiated agreement signed by you. This EULA applies to the use of all viewed, downloaded, or transmitted Line Reference data, (“Content”).

Please read this EULA carefully. By using all or any portion of the Content you accept all the terms and conditions of this EULA.

If you do not agree to the terms of this EULA, do not use the Content. If you have already paid for the Content you may obtain a refund of the purchase price provided that you (a) do not use the Content, and (b) return the Content with proof of payment to the location from which it was obtained.

GRANT OF LICENSE: This EULA grants a license (“License”) that permits you to use the Content, provided the Content is installed only on devices within your organization’s enterprise. This License is non-exclusive and non-transferable. This License does not grant any rights to obtaining future upgrades, updates or supplements of the Content. If upgrades, updates or supplements of the Content are obtained, however, the use of such upgrades or updates is governed by this EULA and the amendments that may accompany them and may be subject to additional payments and conditions.

COPYRIGHT: Copyright and other intellectual property rights to the Content, to any copies that you may make are owned by Licensor. Licensor permits you to use the Content only in accordance with the terms of this EULA. All rights not specifically granted in this EULA are reserved by Licensor. This EULA does not give you ownership of the Content and only gives you a license to use the Content.

OTHER RESTRICTIONS: Renting, lending, sublicensing, copying, broadcasting or any other kind of distribution of the Content is prohibited outside of your organization's enterprise. You will not disassemble, decompile, manipulate or reverse engineer any portion of the Data other than current normalization operations to assure common format for Data. Licensor reserves the right to take additional security measures such as adding watermarks to the Data that must be maintained as part of the Data. Licensor considers such security measures confidential business information subject to trade secret protection, and the confidentiality provisions listed in this Agreement, and as such is not required to disclose to the End User the specifics of its security measures. You may not under any circumstances, knowingly remove any security measures from the Data. If you knowingly remove any security measures from the Data, it will be considered a breach of this Agreement which would be grounds for termination of this Agreement under Section 7 of this Agreement.

CONFIDENTIALITY: You acknowledge and agree that the Content was developed at considerable time and expense by Licensor and is confidential to and a trade secret of Licensor. You agree to maintain the Content in strict confidence and not to disclose or provide access thereto to any person.

WARRANTY:

Licensor does not and cannot warrant that the Content operates error-free. You should be particularly aware of the fact that calculation errors may occur when using Content in a geographic positioning system for instance caused by local environmental conditions and/or incomplete data.

Licensor does not guarantee that Content will meet your requirements or expectations, or is fit for your intended purposes. There are no expressed or implied warranties of fitness or marketability given in connection with the sale or use of Content. Licensor disclaims all other guarantees not expressly provided in this EULA.

In the event that the Content is defective, as demonstrated by you and accepted by Licensor, Licensor shall provide a replacement copy.

Licensor provides the Content "AS IS AND WITH ALL FAULTS", and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of: merchantability, non-infringement, quiet enjoyment, system integration, satisfactory quality, fitness for a particular purpose, reliability or availability, accuracy or completeness of responses, results, workmanlike effort, lack of viruses, and reasonable care and skill, all with regard to the Content.

LIMITATION OF LIABILITY:

Licensor shall not be liable to you or to any third party for any indirect, incidental, consequential, special, or exemplary damages (including in each case, but not limited to, damages for the inability to use the Content, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the Content even if Licensor has been advised of the possibility of such damages.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Licensor arising from or related to this EULA, shall be limited to the amount actually paid by you for the Content.

TERMINATION: Without prejudice to any other rights, Licensor may immediately terminate this EULA if you fail to comply with any of its terms and conditions. In such event, you must destroy all copies of the Content. The following provisions of this Agreement will survive termination, will remain in effect after termination of this EULA: Sections 2, 3, 4, 5, 6, and 8. Licensor reserves the right, with or without notice, to discontinue upgrade and supplement services provided to you or made available to you through the use of the Content.

ENTIRE AGREEMENT: This EULA is the entire agreement between you and Licensor relating to the Content and/or the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Content or any other subject matter covered by this EULA. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.