



End-User License Agreement ("Agreement")

Last updated: April 30, 2022

Please read this End-User License Agreement carefully before clicking the "I Agree" button, downloading, installing, using or accessing the Software.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this End-User License Agreement:

Agreement means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.

Application means the software program provided by the Company downloaded by You to a Device, or accessed via a Device.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Intrepid Control Systems, Inc., 1850 Research Drive, Troy, MI 48083, USA.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Device means any device that can access the Application such as a computer, a cell phone, a digital tablet, a NeoVI, or any data storage device.

NeoVI means a hardware product manufactured or supplied by Company. These hardware products have the ability to hold a Hardware-Key.

Hardware-Key means a hardware device that enables use of Software provided by the Company. This function is also known as a "dongle".

Third-Party Services means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.

You and Licensee means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

Suggestions means any feedback, comments, ideas, improvements or suggestions provided by You to the Company with respect to the Application.

License Option means the manner in which the License(s) are installed, used, accessed, and allocated to You.

Standard Support means providing assistance and troubleshooting to You via email, phone and Company's website. Support beyond these methods are not included.

Company may provide You an additional Service Level Agreement to provide for support beyond Company's Standard Support. Support not included under Standard Support includes but is not limited to On-site support, support outside of Company's business hours, and server configuration, maintenance and updates.

Service Level Agreement means a separate agreement to provide support to You to meet Your specific needs, in addition to Standard Support.

License Server means a computer that provides, manages, removes, and tracks the use of Licenses. This License Server may be (1) a Device on Your premises with a License Server compatible with the Company's licensing method, (2) a computer on the premises of the Company, (3) a cloud server in Your control with a License Server compatible with the Company's licensing method, or (4) a cloud server in the control of the Company.

Linger Period means the period that a Server-Based License remains on a Device.

Instance means a single copy of the Application running on a single Device.

Acknowledgment

By clicking the "I Agree" button, downloading, installing, accessing, or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download the application, do not access the Application and do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

License

Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

The license that is granted to You by the Company is solely for use by You strictly in accordance with the terms of this Agreement.

License Restrictions

You agree not to, and You will not permit others to:

License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party. Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.

Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend You with respect to any third party claim arising out of or relating to the Application. To the extent the Company is required to provide indemnification by applicable law, the Company shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Application or your use of it infringes any third party intellectual property rights.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions provided by You to the Company with respect to the Application shall remain the sole and exclusive property of the Company. The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

Modifications to the Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.

Updates to the Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Maintenance and Support

The Company does not provide any maintenance, updates, or support for the download and use of the Application, except as provided by the License Option chosen by You. To the extent that any maintenance or support is required by applicable law, the Company shall be obligated to furnish any such maintenance or support.

Third-Party Services The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

Privacy Policy

The Company collects, stores, maintains, and shares information about You in accordance with Our Privacy Policy: <https://intrepidcs.com/privacy-policy/>

By accepting this Agreement, You acknowledge that You hereby agree and consent to the terms and conditions of Our Privacy Policy.

Term and Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from all Devices.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Devices.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

Lease of Licenses

Any of the License Options may be leased. Licenses which are leased may cease to operate at the end of the lease. Licenses which are leased may also have additional terms which modify this Agreement. Please refer to the lease agreement for Your License for additional details.

License Options

Licenses are provided in several ways, depending on the software product(s) used by You. Maintenance, updates and support is provided dependent upon the License Option.

NeoVI-Locked License (“Floating License”, using Hardware-Key)

This License Option is available for Vehicle Spy 3, and Vehicle Spy X.

You may elect to install the Application on multiple Devices, and connect the NeoVI containing a Hardware-Key to activate and use the installed Application. The NeoVI may be moved by You to any Device that has the Application installed.

The Application may be used without connecting a NeoVI for reviewing data files and post-processing data. All other uses require the NeoVI with the correct Hardware-Key to be connected to the Device being used.

NeoVI-Locked Licenses are tied to a single NeoVI. Each NeoVI can hold only one NeoVI-Locked License. Therefore, one License must be purchased by You for each NeoVI you wish to use with the Application.

Updates of the Application and Standard Support are provided for a one year period from the date of purchase of the License. After the first year, Application updates and Standard Support may be purchased in one year increments.

The NeoVI-Locked License is perpetual. Therefore, the Application will operate indefinitely once purchased and installed. However, after the License expires, the Company will no longer provide Application updates or Standard Support. Application updates and Standard Support can be purchased for an expired license at an additional price.

The License may be transferred from one NeoVI to another NeoVI. However, the original NeoVI must be returned to the Company before the License can be transferred.

The License may only be transferred from You to another owner by legally transferring ownership of the NeoVI, providing the new owner a document on Your letterhead detailing the transfer (including NeoVI serial numbers), and a bill of sale to the new owner. The new owner must present the letter to the Company to activate and use the Application or receive the balance of benefits from the License.

NeoVI-Locked Licenses may not be used by any individuals who are not direct employees of the Licensee. Use by consultants and temporary employees working outside of the Licensee's facilities is prohibited. You are responsible for ensuring that all persons permitted to possess, use, or access the Application comply with the terms and conditions of this Agreement.

Device-Locked License (“PC Locked License”)

This License Option is available for Vehicle Spy 3, Vehicle Spy X, VS3EXE, and EEA COM.

You may elect to install the Application on a single Device. Any NeoVI may be used with the Device with the License. The License cannot be moved by You to another Device.

The Application may be used without connecting a NeoVI for reviewing data files and post-processing data. All other uses require a NeoVI to be connected to the Device being used.

Device-Locked Licenses are tied to a single Device. Each Device can hold only one Device-Locked License. Therefore, one License must be purchased by You for each Device you wish to use with the Application.

Updates of the Application and Standard Support are provided for a one year period from the date of purchase of the License. After the first year, Application updates and Standard Support may be purchased in one year increments.

The Device-Locked License is perpetual. Therefore, the Application will operate indefinitely once purchased and installed. However, after the License expires, the Company will no longer provide Application updates or Standard Support. Application updates and Standard Support can be purchased for an expired license at an additional price.

If a Device holding a License is damaged, stolen, erased or corrupted, the License may be transferred to another Device. However, You must contact the Company to request the transfer of the License. Additional details and requirements on how to proceed will be provided during the transfer process.

Device-Locked Licenses may not be used by any individuals who are not direct employees of the Licensee. Use by consultants and temporary employees working outside of the Licensee's facilities is prohibited. You are responsible for ensuring that all persons permitted to possess, use, or access the Application comply with the terms and conditions of this Agreement.

Seat-Based License (“Server-Based” License, Subscription Purchase)

This License Option is available for Vehicle Spy 3, Vehicle Spy X, DataSpy, IPA and Corelib.

You may elect to install the Application on multiple Devices, and the Application will connect to a License Server to activate and use the installed Application. Each Device that connects and uses the Application will consume a License. Each License consumed is often referred to as a “seat”.

The Device must be initially connected to a network with access to the License Server to acquire a License. Once the License is acquired by the Device from the License Server, the License will persist on the Device for a Linger Period of 90 days. This License cannot be released from the Device until the Linger Period expires. The Linger Period resets when the Application is started or restarted and a network connection to the License Server is established. No network connection is needed while the License persists on the Device.

The Application may be used on any and all Devices that have consumed a License. You may use any NeoVI on any Device with an active License.

All uses of the Application require a License to be provided to the Device by the License Server. If the Application attempts to activate with the License Server, but there are no more Licenses available, the Application will not operate.

The License is subscription-based. The subscription period is a minimum of one year. All Applications with Licenses will operate during the subscription period. However, when the subscription period expires or is not paid, the Application will no longer operate and all Licenses on all Devices will expire. Use of the Application, updates and Standard Support can be purchased by renewing the subscription and paying the subscription fee.

Updates of the Application and Standard Support are provided as part of the subscription fee paid by You, and will continue while the subscription fees are paid by you.

If a Device holding a License is damaged, stolen, erased or corrupted, the License may be transferred to another Device. However, You must contact the Company to request the transfer of the License. Additional details and requirements on how to proceed will be provided during the transfer process.

Seat-Based Licenses may not be used by any individuals who are not direct employees of the Licensee. Use by consultants and temporary employees working outside of the Licensee's facilities is prohibited. You are responsible for ensuring that all persons permitted to possess, use, or access the Application comply with the terms and conditions of this Agreement.

Logger-Based License (Wireless neoVI Logger License, Subscription Purchase)

This License Option is available only for loggers which connect to a WirelessneoVI Server.

The Logger-Based License allows You to install the Application on a single NeoVI with a unique Hardware-Key. The Application will connect to a License Server to confirm the Hardware-Key. The License Server will activate and the NeoVI will use the installed Application.

Logger-Based Licenses are tied to a single NeoVI. Each NeoVI can hold only one Logger-Based License. Therefore, one License must be purchased by You for each NeoVI you wish to use with the Application.

Each NeoVI must initially connect to a network with access to the License Server to confirm the License is valid. Once the License is confirmed by the License Server, the License will persist on the NeoVI to allow for data logging and data transfer, subject to network availability. The License will be confirmed every time the NeoVI connects to the License Server.

No network connection is needed while the NeoVI is logging, but data transfer will not occur if the License expires.

The License is subscription-based. The subscription period is a minimum of one year. All NeoVIs with Licenses will operate during the subscription period. When the subscription period expires or is not paid, the NeoVI will continue to log data to internal storage but not transfer data. Internal storage may overwrite older data with newer data during this time. Paying the subscription fee will allow each NeoVI to update their Licenses, and data transfer will resume.

NeoVIs are configured for logging via use of the Vehicle Spy Application. You must have a valid, paid License of the Vehicle Spy Application to configure each NeoVI, OR an Accessory License of Vehicle Spy will be provided which will only allow configuration of NeoVIs for logging. This Accessory License is provided as an accessory to Your valid, paid Logger-Based License.

Updates of the Application and Standard Support are provided as part of the subscription fee paid by You, and will continue while the subscription fees are paid by you.

If a Device holding a License is damaged, stolen, erased or corrupted, the License may be transferred to another Device. However, You must contact the Company to request the transfer of the License. Additional details and requirements on how to proceed will be provided during the transfer process.

Logger-Based Licenses may not be used by any individuals who are not direct employees of the Licensee. Use by consultants and temporary employees working outside of the Licensee's facilities is prohibited. You are responsible for ensuring that all persons permitted to possess, use, or access the Application comply with the terms and conditions of this Agreement.

Wireless neoVI Server Software License (Subscription Purchase)

This License Option is available only for Devices which connect to a group of NeoVIs functioning as data loggers. Note that the Device holding the Application may be owned by You or leased by Company to You.

The WirelessneoVI Server License allows You to install the Application on a single Device, subject to minimum server specifications provided by the Company. The License will allow one Instance of the Application to run.

The License is subscription-based. The subscription period is a minimum of one year. However, when the subscription period expires or is not paid, or if the Device the Application will no longer operate. Use of the Application, updates and Standard Support can be purchased by renewing the subscription and paying the subscription fee, and paying the lease of Device, if applicable.

Updates of the Application and Standard Support are provided as part of the subscription fee paid by You, and will continue while the subscription fees are paid by you and the lease of the Device is paid by You, if applicable.

If a Device is leased by You from Company, the Company will maintain the License on the Device. Refer to Your Lease Agreement for Device for additional details.

If a Device holding a License is damaged, stolen, erased or corrupted, the License may be transferred to another Device. However, You must contact the Company to request the transfer of the License. Additional details and requirements on how to proceed will be provided during the transfer process.

The WirelessneoVI Server License may not be used by any individuals who are not direct employees of the Licensee. Use by consultants and temporary employees working outside of the Licensee's facilities is prohibited. You are responsible for ensuring that all persons permitted to possess, use, or access the Application comply with the terms and conditions of this Agreement.

Accessory License (For use only with products purchased from Company)

This License Option is available for use of Application Programming Interfaces (APIs) provided for use with NeoVIs You have purchased from the Company, as well as any Application provided with a License which You have purchased from the Company.

You may elect to install the Application on multiple Devices, and the Application may connect to a License Server to activate and use the installed Application. The need to connect to a License Server is dependent upon the Application.

The Application must be used with products purchased from the Company. You may not use the Application with products not purchased through the Company.

The Accessory License is exclusively for use with the Company's products, and is provided with products purchased from the Company. Therefore, the Accessory License is only valid for as long as You own the hardware products or NeoVIs associated with the License; OR as long as You have a valid, paid License with the Company, not including another Accessory License. If You do not own a NeoVI and do not have a valid, paid License of related Applications purchased from Company, the Accessory License ends and You must uninstall the Application.

Updates of the Application and Standard Support are provided as long as you own the hardware products purchased from the Company, OR as long as you have a valid, paid License with the Company, not including another Accessory License. If you own hardware products purchased from the Company, there may be additional charges for embedded software updates which are not part of this Agreement.

If a Device holding a License is damaged, stolen, erased or corrupted, the License may be transferred to another Device. However, You may be required to contact the Company to request the transfer of the License. Additional details and requirements on how to proceed will be provided during the transfer process.

Accessory Licenses may not be used by any individuals who are not direct employees of the Licensee. Use by consultants and temporary employees working outside of the Licensee's facilities is prohibited. You are responsible for ensuring that all persons permitted to possess, use, or access the Application comply with the terms and conditions of this Agreement.

Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company shall be solely responsible for such warranty.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Application or through the Application or \$100.00 USD if You haven't purchased anything through the Application.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

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.

Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Product Claims

The Company does not make any warranties concerning the Application.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

United States Governmental Entity Users

This paragraph shall supersede the provisions of the Agreement in the event of a conflict. The Application(s) and documentation are sold only with "Restricted Rights." Use, duplication or disclosure by the 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)&(2) of the "Commercial Computer Software--Restricted Rights" at 48 CFR 52.227-19, if applicable. The contractor is Intrepid Control Systems, Inc., 1850 Research Drive, Troy, MI 48083.

Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

Governing Law

The laws of the State of Michigan, United States of America, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

Contact Us

If you have any questions about this Agreement, You can contact Us:

- By email: icssupport@intrepidcs.com
- By mail:

Intrepid Control Systems, Inc.
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