



813-319-4550 \* 709 Technology Ave Bldg E Ste 3100, Orem, UT 84097 \* [www.spotterrf.com](http://www.spotterrf.com)

# SPOTERRF NON-TRANSFER AND END USER LICENSE AGREEMENT

## Rights Summary

1. License to use SpotterRF for tracking of moving targets and sending location data of said moving targets to other systems.
2. Warranty for 1 year from receiving the SpotterRF for hardware and software defects. Additional warranty and support options can be purchased.
3. Support for 1 year from receiving the SpotterRF including firmware upgrades and phone and email technical support.

## Restrictions Summary

1. No resale, transfer or export of the SpotterRF or any associated software to any entity or individual without express written consent of SpotterRF and in the case of foreign entity written consent of the U.S. Department of State.
2. No attempting to open case of the SpotterRF. No attempting to reverse engineer any of the software or hardware comprising the SpotterRF.
3. No warranty on units were the case is breached or struck by lightning

## Details

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and SpotterRF for the SpotterRF hardware and/or software that accompanies this EULA, which includes software embedded in the device (Firmware) and may include associated media, printed materials, "online" or electronic documentation. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE OR HARDWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SpotterRF HARDWARE OR SOFTWARE.

1. **GRANT OF LICENSE.** SpotterRF grants you the following rights provided that you comply with all terms and conditions of this EULA:
  - a. **Installation and use.** You may install and use the SpotterRF on any ground vehicle or platform that is attached to the ground.



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- b. Tracking data generated by the SpotterRF may be displayed or distributed to any user or individual not restricted by U.S. Government regulations.
2. **RESERVATION OF RIGHTS AND OWNERSHIP.** SpotterRF reserves all rights not expressly granted to you in this EULA. The Software and Hardware of the SpotterRF is protected by copyright and other intellectual property laws and treaties. SpotterRF owns the title, copyright, and other intellectual property rights in the Software and Hardware of the SpotterRF. The Software and Hardware of the SpotterRF is licensed, not sold.
3. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Hardware or Software of the unit.
4. **ADDITIONAL SOFTWARE.** This EULA applies to updates, supplements and add-on components of the Software/Hardware that SpotterRF may provide to you or make available to you after the date you obtain your initial copy of the Software/Hardware, unless we provide other terms along with the update, supplement or add-on component.
5. **UPGRADES.** To use Software identified as an upgrade, you must first be licensed for the software identified by SpotterRF as eligible for the upgrade.
6. **NOT FOR RESALE.** The SpotterRF is identified as "Not For Resale" or "NFR," may not be sold or otherwise transferred the SpotterRF to another user, individual or entity, or used for any purpose other than demonstration, test or evaluation without express written consent by SpotterRF and the U.S Department of Defense as necessary
7. **TERMINATION.** Without prejudice to any other rights, SpotterRF may terminate this EULA if you fail to comply with the terms and conditions of this EULA and you may be prosecuted to the full extent of the law.
8. **LIMITED WARRANTY FOR SOFTWARE/HARDWARE.** SpotterRF warrants that the Software/Hardware will perform substantially in accordance with the accompanying materials for a period of one year from the date of receipt. AS TO ANY DEFECTS DISCOVERED AFTER THE ONE YEAR PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND UNLESS EXPRESS WRITTEN CONSENT IS GIVEN BY SpotterRF. **LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.** Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by SpotterRF, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software/Hardware does not meet SpotterRF's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential



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purpose. The terms of Section 11 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. 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. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. SpotterRF's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at SpotterRF's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Unit, or (b) repair or replacement of the Unit, that does not meet this Limited Warranty and that is returned to SpotterRF with a copy of your receipt. You will receive the remedy elected by SpotterRF without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the SpotterRF to SpotterRF). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement unit will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and SpotterRF will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with SpotterRF's warranty remedy procedures.

9. **DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, SpotterRF and its suppliers provide the SpotterRF and support services (if any) 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, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the SpotterRF, and the provision of or failure to provide support or other services, information, software, and related content through the SpotterRF or otherwise arising out of the use of the SpotterRF. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SpotterRF.
  
10. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SpotterRF OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER



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11. LIMITATION OF LIABILITY AND REMEDIES. 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 SpotterRF and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by SpotterRF with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages you incur in reasonable reliance on the SpotterRF up to the amount actually paid by you for the SpotterRF. The foregoing limitations, exclusions and disclaimers (including Sections 9, 10 and 11) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
12. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and SpotterRF relating to the SpotterRF and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SpotterRF or any other subject matter covered by this EULA. Extended warranty and support packages purchased by the user will extend this agreement as specified in the terms of the extended warranty and support agreement. 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.
13. Certificate of end-user We certify that we are the end-user of the SpotterRF. Except as specifically authorized by prior written approval of SpotterRF and the U.S. Department of State. We will not re-export, resell or otherwise dispose of any of these software or hardware associated with the SpotterRF to any other person. If the end-user is a foreign government or entity we certify that we will observe the assurances contained in form DSP 83 and all other related documents. We further certify that all of the facts contained in this certificate are true and correct to the best of our knowledge and belief and we do not know of any additional facts that are inconsistent with this certificate.



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