

## Mobile App End User License Agreement

YOUR USE OF THE SOFTWARE MEANS THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU ARE NOT AUTHORIZED AND MAY NOT USE THE SOFTWARE.

### 1. Definitions

EWR, Inc.: A software company headquartered at 6055 Primacy Parkway #100, Memphis, TN.

You: Any person or agent that approves and agrees to the terms herein.

Software: The computer code, documentation and relevant materials EWR, Inc. provides in accordance with this agreement.

Agreement: This Software End User License Agreement, abbreviated as just the Agreement.

### 2. Acceptance of License

a. This Software End User License Agreement forms a legally binding contract between You and EWR, Inc. in regards to the use of the Software. You must accept this Agreement before your use of the Software.

b. If you are agreeing to this Agreement on behalf of your employer, company, or other entity, you represent that you have full legal authority to bind those you represent to this Agreement. If you do not have authority then you may not accept this Agreement.

c. If you do not agree to this Agreement, then you must stop any use of the Software and erase any and all copies of the Software.

### 3. Scope of License.

a. This Software is licensed, not sold. This Agreement only gives you some rights as to the use of this Software.

b. Any other rights, whether implied or otherwise, are reserved by EWR, Inc.

### 4. Installation and Use Rights

a. You may not nor permit anyone else to decompile, reverse engineer, disassemble, modify, or create derivative works based on the Software or the documentation in whole or part except to the limited extent permitted by mandatory law.

b. You may not remove any copyright, trademarks, license agreements, or other proprietary notices.

c. You may not transfer, rent, sell, or lease the Software to another person or entity without written consent from EWR, Inc.

### 5. Privacy and Information

a. EWR, Inc. may collect certain statistics about your use of the Software in order to improve service and reliability. This data may include but is not limited to, your phone's location, identifier, operating system version, hardware capabilities, and runtime environment parameters. You agree that EWR, Inc. has the right to collect this data.

b. EWR, Inc. will not share this data with third parties and will keep such data confidential.

### 6. Restrictions

a. The Application may be subject to export controls or restrictions by the United States or other countries or territories. You agree to comply with all applicable U.S. and international laws and regulations.

b. By entering into this Agreement you represent and warrant that you are not

i. A national or resident of any country to which the United States has embargoed goods

ii. On the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial and Prohibition Orders.

### 7. Termination

a. If at any time you fail to comply with the terms of this Agreement, then your rights under this Agreement will terminate automatically and without notice from EWR, Inc.

b. Upon termination of this Agreement you agree to destroy all copies of the Software, including backup copies.

c. Sections 6, 7, and 9 shall survive termination of this Agreement.

## 8. Governing Law and Jurisdiction

a. This Agreement and all claims are to be governed by the laws of the United States and the laws of the state of Tennessee. Parties agree to non-exclusive jurisdiction and venue in state and federal courts located in Shelby county Tennessee.

## 9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

a. THIS PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS PRODUCT IS WITH YOU. SHOULD THIS PRODUCT PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

b. YOU SHALL INDEMNIFY, DEFEND AND HOLD EWR, INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND APPLICABLE COPYRIGHT/TRADEMARK OWNERS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, SETTLEMENTS, PENALTIES, FINES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DEMANDS, CAUSES OF ACTION, CLAIMS, ACTIONS, PROCEEDINGS, AND SUITS, DIRECTLY RELATED TO OR ARISING OUT OF YOUR USE, INABILITY TO USE, COPYING, (RE)DISTRIBUTION, IMPORT AND/OR (RE)EXPORT OF THIS PRODUCT (OR PORTIONS THEREOF) AND/OR YOUR BREACH OF ANY TERM OF THIS LICENSE.

c. THE MAXIMUM LIABILITY OF EWR, INC. SHALL NOT EXCEED THE TOTAL LICENSING FEES PAID BY THE LICENSEE.

## 10. Limitations

a. If any provision of this Agreement is held to be unenforceable, then such provision shall be modified to the least extent possible.

## 11. Miscellaneous

a. In no event shall any additional or inconsistent term in any purchase order, email, or similar document submitted by you modify the terms of this EULA.

b. Failure by EWR, Inc. to prosecute any right with respect to a default hereunder will not constitute a waiver by EWR, Inc. of the right to enforce rights with respect to the same or any other breach.

c. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## 12. Location Data and Information Sharing

a. The Software will transmit phone identification, location data, and other information, including but not limited to information provided by You, to servers under EWR, Inc.'s control. You agree that EWR, Inc. has the right to receive this data and provide it to third parties you designate in the operation of the Software. EWR, Inc. also reserves the right to store this data for an unlimited time and to make backups of the data.

## 13. U.S. Government End Users

a. The Software and related documentation are "Commercial Items" as defined in 48 C.F.R. section 12.101 consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as defined in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Consistent with 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202-1 through 48 C.F.R. section 227.7202-4, the Software and related documentation are being licensed to the U.S. Government end users only as "Commercial Items" and with only those rights as are granted to all other end users pursuant to the terms and conditions herein.