

MotorDoc LLC Software Terms and Conditions

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Last Updated: September 28, 2024

Welcome to MotorDoc LLC ("Company", "we", "our", "us"). Please read these Software Terms and Conditions ("Terms") carefully before using our software solutions ("Software"). By accessing or using the Software, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Software.

1. DEFINITIONS

- "Software" refers to the Company's commercial and industrial software solutions, including any updates, enhancements, and modifications provided by the Company.
- "User" refers to any individual or entity authorized by the end-user to use the Software.
- "Documentation" means the user manuals, technical manuals, and other materials provided by the Company.
- "License" refers to the non-exclusive, non-transferable right to use the Software as provided herein.

2. LICENSE GRANT

The Company grants you a non-exclusive, non-transferable, limited license to use the Software solely for your internal business purposes, subject to these Terms.

- **Local Installations:** You may install and use the Software on up to two local devices per license.
- **Cloud Services:** You may access and use the Software through the Company's cloud services under the terms of a separate cloud service agreement.
- **Web Applications:** You may access and use the Software via web applications as provided by the Company.

3. RESTRICTIONS

You agree not to:

- Modify, adapt, translate, or create derivative works based on the Software.
- Reverse engineer, decompile, or disassemble the Software.
- Rent, lease, sublicense, distribute, or otherwise transfer the Software to any third party.
- Remove or alter any proprietary notices or labels on the Software.

4. OWNERSHIP

The Company retains all rights, title, and interest in and to the Software, including all intellectual property rights. These Terms do not convey any rights of ownership.

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5. SUPPORT AND MAINTENANCE

The Company will provide support and maintenance services limited to the installation and operation issues of the software. Data analysis and related work would be considered consulting for fee. Common operation of the software and applications would fall under training and is not considered standard technical support.

6. FEES AND PAYMENT

All fees are non-refundable unless otherwise stated by MotorDoc LLC quotation or agreement.

7. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of the other party's proprietary information and not to disclose such information to any third party without prior written consent.

8. WARRANTIES

Limited Warranty: The Company warrants that the Software will perform substantially in accordance with the Documentation for a period of 1 year from the date of receipt.

Disclaimer: EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED "AS IS," AND THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- Your use or inability to use the Software.
- Unauthorized access to or use of the Software.
- Any breach of these Terms by you.

Cap on Liability: THE COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID THE COMPANY FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10. INDEMNIFICATION

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You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with:

- Your use of the Software.
- Your violation of these Terms.
- Any third-party claims related to your use of the Software.

11. TERMINATION

These Terms are effective until terminated. They will terminate automatically without notice from the Company if you fail to comply with any provision of these Terms. Upon termination, you must cease all use of the Software and destroy all copies in your possession.

12. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of DuPage County in the State of Illinois, without regard to its conflict of law principles.

13. JURISDICTION

Any legal action or proceeding arising out of or related to these Terms shall be instituted exclusively in the courts located in DuPage County, Illinois. You hereby consent to the personal jurisdiction and venue of such courts.

14. DISPUTE RESOLUTION

Any disputes arising out of or related to these Terms shall be resolved through arbitration or mediation in DuPage County, Illinois, in accordance with the rules of the 18th Judicial Court Arbitration Programs.

15. MISCELLANEOUS

- **Entire Agreement:** These Terms constitute the entire agreement between you and the Company regarding the use of the Software and supersede all prior or post agreements and understandings with the exception of specific items signed in writing by the MotorDoc LLC president. This includes purchase order terms and conditions.
- **Amendments:** Any amendments to these Terms must be in writing and signed by both parties.
- **Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.
- **Assignment:** You may not assign your rights or obligations under these Terms without the Company's prior written consent.
- **Notices:** All notices under these Terms shall be in writing and sent to the addresses specified below or such other address as either party may specify in writing.

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16. CONTACT INFORMATION

For any questions about these Terms, please contact:

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