

## **Terms of Service**

### **For Transfer of Snapshot Data obtained by using the Silver Snap-Tool (Software)**

Please read these terms of service carefully before using the Silver Snap-Tool (SSnT) software provided by RA Automotive Software Solutions Inc., (RAASS) and authorized by California Air Resource Board (CARB).

#### **Conditions of use**

By using the SSnT software and these related cloud data transfer services (Cloud Services), you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised not to buy and use the Silver Snap-Tool. RAASS only grants use and access of its products and its services to those who have accepted its terms and its End User License Agreement (EULA) between you and RAASS.

#### **Description of the product functionality and provided services**

Cloud Services means our software collects specific OBD data automatically, encrypts the data instantly and transfers the collected data via our file transfer to the central server and application of the CARB.

#### **Privacy policy**

RA Consulting GmbH (RAC) collects data in the following ways:

- Data collected automatically; and
- Data you provide us directly.

Our software does collect specific OBD data automatically and encrypts it instantly so that only CARB can access it. RAC is not able to view the OBD data because it is encrypted end to end.

The following data will be collected for every submission and will be provided to CARB. Items marked with an asterisk (\*) are also visible by RAC:

- OBD Snapshot
- \*Email
- \*Software name + version
- \*HDIM ID
- \*End of VIN (6 chars)

We collect and store your email and licensing information when you sign up for our software. We will also keep your contact details if you contact us for a particular purpose.

## **Intellectual property**

You agree that the Silver Snap-Tool is property of RAC and all data acquired by the Silver Snap-Tool are the property of California Air Resource Board (CARB). You also agree that you will not reproduce or redistribute the RAC and CARB's intellectual property in any way, including electronic, digital or new trademark registrations.

You grant CARB a royalty-free and non-exclusive license to display, use, copy, transmit and broadcast the content you upload and publish.

## **User accounts**

As a user of the SSnT, you may be asked to register with RAC and provide private information. You are responsible for ensuring the accuracy of this information and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your service account, inform us immediately so we may address it accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel orders in our sole discretion.

## **Payment terms**

A single license of Silver Snap-Tool costs a one-time fee of \$500. For the Cloud Services, we charge an additional annual fee of \$500. The Cloud Services fee to transmit data to CARB also includes software updates, the license alone does not. If you stop paying the Cloud Services fee, you will not be able to submit your data to CARB, but you will be able to continue accessing the software and view what you have previously submitted.. All prices and price options will be published on SSnT-website (link).

## **Termination and termination period**

The SSnT license and Cloud Services fees must be paid in advance. The contract for Cloud Services ends automatically with the end of the paid period .

## **Applicable law**

By using SSnT you agree that the laws of California, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between RAASS and CARB and you, or its business partners and associates. Provided, however, any disputes arising with respect to the SSnT, including but not limited to, ownership and copyrights, shall be governed by the terms of the EULA.

## **Disputes**

Any dispute related in any way to our services or to our products you purchase from RAASS shall

be arbitrated by state court of California and you consent to exclusive jurisdiction and venue of such courts. Provided, however, any disputes arising with respect to the SSnT, including but not limited to, ownership and copyrights, shall be governed by the terms of the EULA.

### **Indemnification**

You agree to indemnify RAC RAASS and CARB and its affiliates and hold RAC RAASS and CARB harmless against legal claims and demands that may arise from your use or misuse of our software or Cloud Services. We reserve the right to select our own legal counsel.

### **Limitation on liability**

RAASS is not liable for any damages that may occur to you as a result of your misuse of our product or services.

RAASS reserves the right to edit, modify and change this Agreement at any time. We will notify users of these changes through electronic mail. This Agreement is an understanding between RAASS and the user and supersedes and replaces all prior agreements (except the EULA) regarding the use of our software Silver Snap-Tool and related Cloud Services.