

**END USER LICENSE AGREEMENT AND WARRANTY DISCLAIMER**  
**Vutog GPS Simulator Trial Version**

This License Agreement is a legal agreement between you, the end user and Vutog Systems.

VUTOG LICENSES THE ENCLOSED Vutog GPS Simulator Trial SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS EULA. PLEASE READ THE TERMS CAREFULLY. BY OPENING THIS PACKAGE, BREAKING THE SEAL, INSTALLING OR LOADING THE SOFTWARE, CHECKING THE BOX NEXT TO A STATEMENT THAT YOU HAVE READ, UNDERSTAND AND AGREE WITH THE PRIVACY POLICY AND TERMS AND CONDITIONS OR OTHERWISE INDICATING YOUR ASSENT\ ELECTRONICALLY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) THE TERMS AND CONDITIONS OF THIS EULA, THEN VUTOG IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, IN WHICH EVENT YOU SHOULD NOT INSTALL OR USE THE SOFTWARE.

**1. License.**

The Vutog GPS Simulator software that accompanies this license, including the images, and as well as any upgrades or enhancements to such software (collectively, the 'Software') are the property of VUTOG. 'Trial Version' means a version of the Vutog GPS Simulator Trial software, so identified, to be used absolutely Trial for your own purpose for unlimited times and strictly not for any commercial purpose. The Trial Version may not have some features and the Trial Version may be converted to the any Vutog GPS Simulator Paid Licensed Version. In which case, and at such time, the Vutog GPS Simulator version licensed to you becomes paid versioned license, subject to all of the terms and conditions of Vutog GPS Simulator paid EULA. Although VUTOG at all times owns the Software, you will have certain limited rights to use the Software after your acceptance of all of the terms and conditions of this EULA, which use shall be subject at all times to your compliance with this EULA. Except as may be modified by an addendum which may accompany or be added to this EULA, your rights and obligations with respect to the use of this Software are as follows:

Provided that you are not in breach of this EULA and that such use is solely for your Personal, non-commercial use, you may install and use Vutog GPS Simulator Trial Software and documentation on any number of computers;

**2. Limitations on License.**

You shall not:

(i) rent, lease, copy, distribute, sub-distribute, license, or otherwise transfer the Software or its documentation to any other party, except as may be expressly permitted under this EULA;

(ii) decompile or reverse engineer, disassemble, translate, integrate, customize, make any attempt to discover the source code of the Software or otherwise reduce the Software to a human perceivable form, or modify or create derivative works based upon the Software or the documentation in whole or in part, nor permit any other party to do so;

(iii) make copies of the copyrighted Software documentation without the prior written permission of VUTOG provided that for electronic transactions, Licensee may make one (1) hard copy of such documentation for each User;

(iv) contest, or assist others in contesting, the validity, enforceability, ownership or title of any Software; and

(v) remove or attempt to remove any copyright notices or any other proprietary legends contained on or within the Software; (vi) use the Software in any libelous, defamatory, fraudulent, lewd, obscene, or (vii) pornographic material or in any material that infringes upon any third party intellectual property rights, or in any illegal manner; and

(vii) use VUTOG's name, logo, or other trademarks, unless such use is expressly authorized by VUTOG in writing.

### **3. Intellectual Property.**

You agree that the Software contains copyrighted material, trade secrets and other proprietary material of VUTOG and its licensors and is protected internationally by copyright and other intellectual property law. All rights not otherwise granted herein are hereby reserved by VUTOG. You further agree that any and all information obtained during lawful reverse engineering and/or decompiling activities, including but not limited to, the organization, logic, algorithms and processes of the Software (the 'Work Product'), shall be deemed to be the confidential and proprietary information of VUTOG. Without further remuneration (except for your out-of-pocket expenses) and whether or not this Agreement is in effect, you shall, at VUTOG's request, execute and deliver to VUTOG any documents and give all reasonable assistance which may be essential or desirable to secure to, assign, and vest in VUTOG the sole and exclusive right, title, and interest in and to all such Work Product.

### **4. Upgrades to Software and Amendments to the EULA.**

To use an upgrade, you must first be licensed for the Software identified by VUTOG as eligible for the upgrade. VUTOG may change or amend this EULA from time to time by posting such changes or amendment (the 'Amendment') on its website, ([www.vutog.com](http://www.vutog.com)), or by sending an email communication of such changes to you. In such cases, your continued use of the Software shall indicate your assent and acceptance of any such Amendment(s). If you do not agree with (or cannot comply with) the Amendment(s), VUTOG is unwilling to continue to license the Software to you in which case, you must cease all use of the Software, delete or destroy all copies. No VUTOG dealer, agent or employee is authorized to make any amendment to this EULA.

### **5. Customer Support for Vutog GPS Simulator Trial Versions**

As a Vutog GPS Simulator Trial Version user, you are eligible to use followings ways of support as directed at <http://www.vutog.com/gps/htmlpages/contactus.htm>:

- (i) Report a bug
- (ii) Request Feature
- (iii) Provide Suggestions
- (iv) By writing to [help@vutog.com](mailto:help@vutog.com)

Although VUTOG is committed to provide the support to Trial Version user but VUTOG keeps every right to take its own decision on

- a) to respond or not respond to the requestor

- b) to implement or not implement the requested feature
- c) to implement or not implement the suggestions
- d) to fix or not fix the reported bugs

## **6. Export Law Assurances.**

You will comply with all trade regulations and laws both foreign and domestic. You acknowledge that the Software licensed under this EULA is subject to the export control laws and regulations of various countries.

## **7. Data Collection; Privacy Policy; Third Party Web Sites.**

You acknowledge and agree that VUTOG may collect and retain information about you, such as your name, address, and e-mail address. We encourage you to read and become familiar with VUTOG's Privacy Policy, the current version of which is located at <<http://www.vutog.com/gps/htmpages/privacypolicy.htm>>. VUTOG's Privacy Policy is hereby incorporated by reference as though fully set forth herein. By assenting to this agreement, you acknowledge that you have read and understand our Privacy Policy and sites, including any goods, services or information made available from such web sites, is governed by the terms and conditions and respective privacy policies found at each third party web site. YOUR USE OF SUCH THIRD PARTY WEB SITES IS AT YOUR OWN RISK.

## **8. Termination, Effect of Termination.**

This EULA is effective until terminated. You may terminate this EULA at any time by destroying all copies of the Software and its documentation. With respect to the Vutog GPS Simulator Trial Version, VUTOG may terminate this EULA at any time for convenience, with or without notice to you. This EULA will terminate immediately without notice from VUTOG if you fail to comply with any provision of this EULA. Upon termination, you must destroy all copies of the Software and its documentation, provide written certification to that effect upon VUTOG's request, and cease and desist from any further use of the Software.

## **9. DISCLAIMER OF WARRANTIES.**

VUTOG PROVIDES NO REMEDIES OR WARRANTIES, EXPRESS OR IMPLIED, FOR THE VUTOG GPS SIMULATOR TRIAL VERSION. THE TRIAL VERSION IS PROVIDED TO YOU ON AN 'AS IS' BASIS, WITHOUT WARRANTY OF ANY KIND. WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VUTOG, ITS RESELLERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

## **10. DISCLAIMER OF DAMAGES; LIMITATION OF LIABILITY.**

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL VUTOG, ITS RESELLERS OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOST DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, EVEN IF VUTOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY EVEN IN THE EVENT OF A MATERIAL BREACH. IN THE EVENT THAT THE SOFTWARE IS DEFECTIVE, VUTOG WILL NOT BE RESPONSIBLE FOR ANY DEFECT.

The disclaimers and limitations set forth above will apply regardless of whether you accept the Software.

**11. Relationship of the Parties.**

You and VUTOG agree that you are not agents, partners or joint ventures, or and that this EULA does not create any fiduciary duty or comparable relationship of trust between the parties.