

# CDR File Reader End User License Agreement

The following License Agreement text was agreed to during the CDR Software Installation on this computer for the *CDR File Reader*. If this software was installed on this computer without going through the Bosch CDR installation program, then this software and help file were installed illegally and must be removed immediately.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING THE LICENSE AGREEMENT TERMS.

BY ACCEPTING THE TERMS OF THIS AGREEMENT BELOW, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE AND PROMPTLY REMOVE THE SOFTWARE PACKAGE FROM THE COMPUTER.

This agreement is Between

Robert Bosch LLC

2030 Alameda Padre Serra, Suite 300

Santa Barbara, CA 93103

- Hereinafter called "Licensor" -

And

You, the CDR Software Subscriber,

- Hereinafter called "Licensee" -

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1.1. The Licensor grants to Licensee, by clicking "I accept the agreement" below, the non-exclusive and non-transferable right to use the specific CDR Software selected and/or purchased by Licensee (hereinafter referred to as "Licensed Software"). The granted license is restricted to use of the Licensed Software on Designated Equipment. Designated Equipment shall mean no more than one personal computer per installation of License Product provided by Licensor, such computer equipment to be identified by Licensee as the equipment upon which Licensee is the

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5.1. The Licensed Software and other information delivered to you in this software product is "As Is" and with all faults.

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Therefore, in each individual case, it shall be assured by Licensee that the vehicle identification as well as the equipment used to read crash data from ECUs on a given vehicle corresponds to the data of the Licensed Software.

5.3. LICENSOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR USE THEREOF WILL BE COMPATIBLE WITH EACH VEHICLE MODEL OR IN

CONNECTION WITH OTHER PROGRAMS ON THE SAME COMPUTER. THE WARRANTIES SET FORTH IN THIS SECTION 5 IS IN LIEU OF ALL OTHER

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5.5. Licensee shall promptly inform Licensor of any defect in the Licensed Software and submit the appropriate information to enable the Licensor to correct the defect. Licensor shall, at its sole option; correct the defects discovered in the Licensed Software or deliver a new version of the Licensed Software.

5.6. In the event Licensor cannot detect the defect or the defect resulted from misuse or other circumstances that are beyond Licensor's control, Licensee shall bear any costs incurred in the correction of the defect. LICENSOR SHALL NOT BE LIABLE FOR ANY DEFECTS IN THE EVENT THAT LICENSEE OR A THIRD PARTY MODIFIES THE LICENSED SOFTWARE UNLESS LICENSEE PROVIDES EVIDENCE THAT THE CHANGES DID NOT INFLUENCE OR PRODUCE THE DEFECT.

## 6. Liability

6.1. In no event shall Licensor be liable for damages arising out of or related to incorrect, incomplete or misinterpreted Licensed Software and/or data. Licensee shall take care to ensure that data supplied hereunder is applicable to the vehicle ECU, the system(s) and the vehicle the data was retrieved from.

6.2. In no event shall Licensor be liable for incidental, consequential, special or punitive damages arising from or related to the Licensed Software or use thereof, Licensor's performance or failure to perform any of its obligations hereunder, whether the claims be in contract or tort, including negligence or strict liability. Licensee's sole and exclusive remedy after acceptance of the Licensed Software shall be the remedy available under the warranty provision.

6.3. Licensee shall appoint only qualified staff and use appropriate test equipment or tools to use the Licensed Software. Where applicable, Licensor recommends the use of appropriate test

equipment and tools as specified in the vehicle manufacturer's issued service manuals.

6.4. Licensor shall not be responsible for any damage claim arising from Licensee's failure to comply with the provisions of this Agreement.

## 7. Term/ Duration

7.1. This Agreement is entered into for as long as the software is installed on the Licensee's computer or until the Licensee changes the Agreement through Activation of purchased functions using a Bosch certified Activation Certificate. During Activation of Licensed Software, this Agreement becomes terminated by accepting terms of the Activation Agreement. Notwithstanding the foregoing, Licensor may terminate this Agreement for cause without prior notice in the event of a material breach by Licensee.

7.2. In the event this Agreement is terminated for cause, the license granted hereunder shall expire immediately.

## 8. Assignment of the use rights/ Implementation on other computers

The right of use of the Licensed Software may be assigned to third parties but only under the terms of this Agreement with the Licensor's prior written consent. Licensee may not give away, rent and lend the Licensed Software nor transfer the Licensed Software from the Designated Equipment to another computer without prior approval of Licensor.

## 9. Jurisdiction

9.1 All disputes involving this Agreement, except actions arising under the copyright provision of Title 17 of the U.S. Code, shall be determined under the law of the State of Illinois and shall be submitted to an arbitrator appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association (hereinafter "AAA"). The locations of the arbitration hearing will be Chicago, Illinois or such other location as agreed to by the parties. Within thirty (30) days after either party has notified the other in writing that it is submitting a dispute to arbitration, one arbitrator shall be chosen under the then current Rules of the AAA pertaining to commercial disputes. Neither party shall be allowed to object to any arbitrator appointed by AAA. The ensuing arbitration shall be conducted according to the Rules of the AAA. The written decision of the arbitrator shall be final, binding and enforceable in any court of the United States or Canada with appropriate jurisdiction. In no case shall the arbitrator be authorized to award cost and damages otherwise prohibited herein. The application of the collision law as well as the Hague Conventions Relating to a Uniform Law on the International Sales of Goods, the United Nations Uniform Purchase Rights and other Conventions on Contracts for the International Sale of Goods shall be excluded.

## 10. Miscellaneous

10.1. All rights granted to Licensee by Licensor under this Agreement (use of Licensed

Software) shall expire without notice, if the Licensee infringes a provision of this Agreement.

10.2. Licensee shall destroy, within one week after this Agreement has terminated, the Licensed Software as well as all complete or partial copies thereof, whether altered or embedded in other programs, as well as any documentation, and shall provide a written confirmation thereof to the Licensor.

10.3. Modifications or supplements to this Agreement - including this Article 10.3 - shall be valid only when provided in writing and signed by both parties.

10.4. Should any provision of this Agreement be invalid or become invalid, then such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. Any invalid provision shall be replaced by a reasonable provision which is permissible under the law and which reflects the intent of the original provision.

10.5 Licensee agrees to obtain written permission from the owner or leasor of the Ford vehicles which the Licensed product is used to retrieve EDR data from, or the owner's legal representative; or written legal compulsion, in the form of a subpoena, warrant or court order, prior to downloading data from a Ford vehicle. Violation of this agreement will result in the termination of CDR software license.

# CRASH DATA GROUP, INC.

41769 Enterprise Circle North, Suite 103  
Temecula, CA 92590

cdgvendor@crashdatagroup.com

800-280-7940



# INVOICE

| INVOICE # | REV |
|-----------|-----|
| INV5037   |     |

| BILL TO   | SHIP TO   |
|---|---|
| Glendale Police<br>6835 N. 57th Drive<br>Glendale, AZ 85301 | Electronic Delivery<br>Anthony Brown<br>abrown@glendaleaz.com |

| DATE      | PURCHASE ORDER # | SHIP VIA   | TERMS | DUE DATE  | PREP BY | REP |
|-----------|------------------|------------|-------|-----------|---------|-----|
| 4/13/2016 |                  | Electronic |       | 4/13/2016 |         | SC  |

| ITEM       | DESCRIPTION   | QTY | RATE   | AMOUNT |
|------------|---|-----|--------|--------|
| F00E900038 | CDR Software Subscription: One year - Electronic Delivery<br>USER ID G0213 (to be assigned) | 1   | 899.00 | 899.00 |

REMIT PURCHASE ORDERS AND PAYMENTS TO:  
Crash Data Group  
PO Box 892885, Temecula, CA 92589

FEIN: 46-3027670

WEB: <http://crashdatagroup.com/service/documents.html>

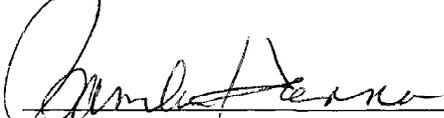
|                            |          |
|----------------------------|----------|
| <b>SUBTOTAL</b>            | \$899.00 |
| <b>SALES TAX (0.0%)</b>    | \$0.00   |
| <b>TOTAL</b>               | \$899.00 |
| <b>PAYMENTS/CREDITS</b>    | \$0.00   |
| <b>BALANCE DUE (USD\$)</b> | \$899.00 |

CITY OF GLENDALE, an Arizona  
municipal corporation



Kevin R. Phelps,  
City Manager

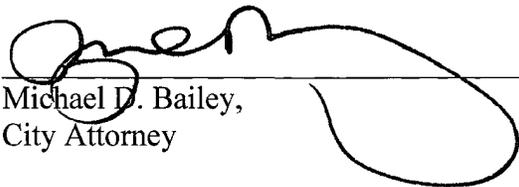
ATTEST:



Pamela Hanna,  
City Clerk

(SEAL)

APPROVED AS TO FORM:



Michael D. Bailey,  
City Attorney