

# REEHER MOBILE APPLICATION EULA - IOS

Last Modified August 2012

PLEASE READ THIS REEHER MOBILE APPLICATION END USER LICENSE AGREEMENT ("EULA") CAREFULLY. THIS EULA PERTAINS TO YOU ACCESSING AND USING REEHER SERVICES (DEFINED BELOW) VIA THE REEHER MOBILE APPLICATION WHICH YOU DOWNLOADED THROUGH APPLE'S ITUNES OR APPLE'S APP STORE ("REEHER MOBILE APPLICATION"). \*\*\*YOUR USE OF THE REEHER MOBILE APPLICATION TO ACCESS AND USE THE REEHER SERVICES WILL NOT BE POSSIBLE UNLESS YOU MEET EACH OF THE FOLLOWING CONDITIONS:

1. The Reeher customer with which you are employed, affiliated or associated ("Customer") has been granted a license by Reeher, LLC ("Reeher") to access and use certain "Reeher Services"
2. You have accepted, or hereafter accept, the terms and conditions of the Reeher Services End User License Agreement ("Reeher Services EULA") accessible when you register to access and use the Reeher Services; and
3. You have accepted the terms and conditions of this EULA.

By clicking on the "I AGREE" button, you acknowledge that you have read this EULA, that you understand it, and that you agree to be bound by this EULA. If you do not agree to be bound by this EULA, click on the "I DO NOT AGREE" button and you will not get access to the Reeher Services via the Reeher Mobile Application.

NOTE THAT the scope of "Reeher Services" is determined by the Order Forms and Master Subscription Agreement executed by Customer and Reeher. You are only permitted to access and use the Reeher Services purchased by Customer to the extent Customer has such rights.

This EULA binds you personally. You are responsible for breach of this EULA by you. Reeher may also hold the Customer liable for your breach of this EULA.

By clicking on the "I AGREE" button, you are agreeing that:

1. Use of Reeher Services. Your access to and use of the Reeher Services is governed by the terms and conditions of the Reeher Services EULA and the Order Forms and Master Subscription Agreement executed by Customer and Reeher. Access to the Reeher Services via the Reeher Mobile Application is also subject to this EULA.
2. Use of the Reeher Mobile Application: Restrictions on Use.
  - a. License. Reeher hereby grants to you a nonexclusive, terminable, limited right to use the copy of the Reeher Mobile Application that you downloaded solely on the device on which you downloaded the Reeher Mobile Application and solely for the purposes of accessing and using the Reeher Services as set forth in Section 1 hereof. You understand that your access rights are personal and not transferable and that you may not sublicense them. You also understand that your rights will be terminated by Reeher if you do not abide by this EULA, and that you may have liability to Reeher if you misuse the Reeher Mobile Application.
  - b. Restrictions. Reeher reserves all rights in and to the Reeher Mobile Application not granted herein. You understand that you may not and you represent that you will not:
    - use the Reeher Mobile Application except as permitted in Section 2(a) of this EULA or for any unlawful purpose;
    - recreate, post, copy, reproduce or otherwise duplicate, replicate, frame, mirror, disclose, publish, modify, create derivative works of, or translate the Reeher Mobile Application, in whole or in part;
    - attempt to reverse assemble, reverse compile, reverse engineer, decompile, disassemble, or access the source code for the Reeher Mobile Application, or any component thereof, except to the extent expressly permitted by applicable law, and then only after prior written notification has been given to Reeher specifying the permitted manipulation;
    - use the Reeher Mobile Application, in whole or in part, in the operation of a service bureau or on an application or software as a service provider basis to support anyone;
    - rent, lease, sublicense, sell, assign, market, transfer, distribute or loan by any means the Reeher Mobile Application to any third party including an assignment by operation of law;
    - allow access to the Reeher Mobile Application to anyone;
    - remove, obscure or alter any patent, copyright, trademark or other proprietary rights notice(s) on the Reeher Mobile Application; or
    - export or re-export, directly or indirectly, the Reeher Mobile Application into any country prohibited by the applicable laws and regulations in the United States of America.

You agree that your use of the Reeher Mobile Application is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Reeher regarding future functionality or features.

- c. Ownership. You agree that, as between you and Reeher, Reeher is the sole owner of all right, title and interest (including all intellectual property rights) in and to the Reeher Mobile Application and all components thereof.
- d. Disclaimer of Warranties. THE REEHER MOBILE APPLICATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND REEHER AND APPLE DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, UNDER OR RELATED TO THIS EULA AND THE REEHER MOBILE APPLICATION INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND USE, AND ALL WARRANTIES ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE. REEHER AND APPLE DO NOT WARRANT THAT USE OF THE REEHER MOBILE APPLICATION WILL BE UNINTERRUPTED, VIRUS-FREE, ACCURATE, COMPLETE, SECURE, FUNCTIONING OR ERROR-FREE.
- e. LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THIS EULA OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL (a) REEHER BE LIABLE UNDER OR AS A RESULT OF THIS EULA TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF REEHER HAS BEEN INFORMED OF THE

POSSIBILITY THEREOF, AND (b) REEHER'S TOTAL, CUMULATIVE LIABILITY FOR ANY LOSS, COST, CLAIM, LEGAL ACTION OR DAMAGES OF ANY KIND (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY) UNDER OR AS A RESULT OF THIS EULA EXCEED \$10.

- f. *Time for Suits.* BY CLICKING THE "I AGREE" BUTTON, YOU AGREE THAT NO ACTION UNDER THIS EULA MAY BE BROUGHT BY YOU AGAINST REEHER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

3. Apple Terms. Apple Computer Inc. (or its applicable affiliate) ("Apple") as host of this Reeher Mobile Application source, has the following additional requirements for this EULA:

- a. Acknowledgement: You acknowledge that the EULA is concluded between you and Reeher only, and not with Apple. Reeher, not Apple, is solely responsible for the Reeher Mobile Application download and the content thereof. You must comply with the Usage Rules and AppStore Terms of Service when using the Reeher Mobile Application too.
- b. Scope of License: The license granted to you for the Reeher Software is a non-transferable license to use the Reeher Mobile Application on an Apple branded product (that runs the iOS operating system software) that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
- c. Maintenance and Support: You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Reeher Mobile Application.
- d. Warranties: Neither Reeher nor Apple makes any warranties, whether express or implied by law. Note the disclaimer above. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the Reeher Mobile Application.
- e. Product Claims: Apple shall not be responsible for addressing any claims by you or any third party relating to the Reeher Mobile Application or your possession and/or use of that Reeher Mobile Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Reeher Mobile Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- f. Intellectual Property Rights: Apple shall not be responsible for the investigation, defense, settlement and discharge of any claim that the Reeher Mobile Application or your use or possession of it infringes a third party's intellectual property rights.
- g. Legal Compliance: You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- h. Developer Name and Address: Any end-user questions, complaints or claims with respect to the Reeher Mobile Application should be directed to: Reeher Support, 165 Western Ave., Suite 8, St. Paul, MN 55102. Users may also contact us by email at [support@reeher.net](mailto:support@reeher.net)
- i. Third Party Terms of Agreement: You must comply with applicable third party terms of agreement when using the Reeher Mobile Application, e.g., you must not be in violation of your wireless data service agreement when using the Reeher Mobile Application.
- j. Third Party Beneficiary: You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and that, upon your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof.

4. Termination. The license granted under this EULA is effective upon your acceptance of this EULA and will continue in effect until terminated (a) automatically, if your right to access and use the Reeher Services terminates for any reason, (b) by you at any time by notifying Reeher in writing, or (c) automatically and without notice, upon your failure to comply with any term or condition of this EULA. Upon termination, you agree to destroy all copies of the Reeher Mobile Application in your possession. The following terms shall survive termination of this EULA: Sections 2(b), (c), (d), (e), and (f), 3, 4 and 5.

5. General. The laws of the State of Minnesota will govern this EULA, without reference to its conflicts of law principles. By clicking on "I Agree", you agree to submit to the jurisdiction of, and waive any venue objections against, the State and Federal courts located in Hennepin County, Minnesota; such jurisdiction and venue being exclusive for you. The United Nations Convention on Contracts for the Sale of Goods does not apply to this EULA. If any provision of this EULA is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. This EULA is the entire and exclusive agreement between you and Reeher with respect to the Reeher Mobile Application with which you downloaded this EULA.