End-User License Agreement for ARM Mobile the "Software".

Important - Read Carefully.

Privacy Policy

ARM Mobile is a free web application, available by download from GDM Solutions, Inc. (GDM) at https://files.gdmdata.com/armmobile.

ARM Mobile **access**: By the permission of the client, ARM Mobile accesses a client's cloud service and transfers client data to and from the device. The security of data transfer is managed by the client's device and cloud service. At no point is GDM accessing the client's cloud service or the data stored on the device. The ARM Mobile application will contact the gdmdata.com domain periodically to check for updates to the web application only.

ARM Mobile **uses** of client data: GDM does not and will not have access to client data at any point during the use of the web application. Because of the security provided by the cloud service and the device, ARM Mobile does not have access to client's data or personal information. The security must be managed by the client applicable to the policies set forth by the client or organization by which the application is used.

ARM Mobile **storage** of client data: GDM does not and will not store client data at any point during the use of the web application. Because of the security provided by the cloud service and the device, the cloud storage service stores the client's data or personal information. The security of this stored data must be managed by the client, applicable to the policies set forth by the client or organization by which the data is stored.

ARM Mobile client data **sharing**: GDM does not and will not share client data at any point during the use of the web application. Because of the security provided by the cloud service and the device, the cloud storage service stores the client's data or personal information. The security of this stored data must be managed by the client, applicable to the policies set forth by the client or organization by which the data is stored. Because of the security of stored data, GDM does not and will not have access to the stored data, thus eliminating the ability to share client's data.

Agreement

This End-User License Agreement ("EULA") is a legal agreement (known as the "Agreement") between you ("**Licensee**", either an individual or a single entity) and GDM Solutions, Inc. ("**Vendor**", also known as "GDM") located at 426 3rd Street, PO Box 8452, Brookings, South Dakota 57006, USA. You agree, by pressing "Accept", acknowledging on this day, the "Effective Date", to be bound by the terms of this Agreement by installing, copying, or using the Software. The "Software" consists of the following GDM proprietary software products, ARM Mobile and software components belonging to OnTheMove. OnTheMove is located at 14074 Trade Center Drive, Fishers, IN 46038, USA and OnTheMove has licensed software components to GDM, with the intention that they are incorporated as a part of the Software. If you do not agree, do not install, copy, or use the Software; you may return the unused Software within 7 days of receipt to your Vendor Representative for a refund if applicable.

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Term. The Term of the license for the Software shall commence when Licensee has pressed the "Accept" button prior to installation of the software. The Agreement will terminate on the first occurrence of one or more of the following events (the "Termination Date").
- Licensee no longer uses the Software
- The device is no longer in service
- Vendor no longer supports the Licensee's installed Software version

The term of the Agreement and the effectivity period of the license is the period between the Effectivity Date and the Termination Date.

Upon termination of the Agreement for any reason Licensee shall promptly delete or return to Vendor the Software and any related documentation concerning the Software provided by Vendor to Licensee.

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Applicable Law. This Agreement shall be governed and construed under the laws of the State of South Dakota. Should you have any questions concerning the Agreement, you may contact GDM Solutions, Inc. at 426 3rd Street, PO Box 8452, Brookings, SD 57006-4605, USA.

Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all other oral and written proposals and representations.

Each party represents and warrants to the other that it has the power to enter into this Agreement and that the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and does not violate any agreement to which such party is already bound.

You may not assign or otherwise transfer this Agreement and / or the access rights to the Software.

The headings contained in this Agreement are for reference purposes only and must not affect in any way the meaning or interpretation of this Agreement.

If any of the provisions or portions thereof of this Agreement are invalid under any applicable statute or rule, they are, to that extent, deemed omitted without affecting the validity of the remaining provisions of the Agreement.

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