

End-User License Agreement for ARM Tablet Data Collector Software Activation Key from Gylling Data Management, Inc.

Important - Read Carefully.

This End-User License Agreement ("EULA") is a legal agreement between you ("Licensee", either an individual or a single entity) and Gylling Data Management, Inc. ("Vendor", also known as "GDM"). You agree to be bound by the terms of this agreement by using the ARM Tablet Data Collector add-in ("Software", also known as "TDC").

License Grant. Vendor grants Licensee a personal, non-exclusive license to use Software on the one tablet computer where the Activation Key was originally installed. ("Activation Key" is the software key that enables ARM TDC features on a tablet computer.) Only one TDC Activation Key may be in-use per each ARM software license. TDC Software requires Licensee to have an active license for a currently supported ARM version.

Definition of "GDM Support Period" for ARM Tablet Data Collector. GDM will provide support for GDM Software during the tablet computer expected life, which is 2 years for a tablet with a 1 or 2 year hardware warranty, or 3 years for a tablet with 3 year hardware warranty.

Licensee is responsible for all hardware maintenance and repairs, including keeping the internal battery adequately charged during use and extended storage to avoid premature battery failure. GDM does not provide Hardware support, except to answer basic questions about using standard Windows hardware with GDM Software.

Transfer of Activation Key to a Different Tablet Computer. The Activation Key can be transferred to a replacement tablet computer by a GDM Representative if all of the following conditions are met:

1. The original tablet computer fails during the GDM Support Period defined above.
2. Licensee provides to GDM proof of the original hardware failure.
 - a. If tablet failure occurs during hardware warranty period, then documentation of hardware replacement received from the hardware warranty vendor.
 - b. If tablet failure occurs during remaining realistic life after hardware warranty expires (during year 2 of hardware with a 1 year warranty), then required documentation of hardware failure is to send the original failed tablet computer to GDM Representative. GDM will only transfer Activation Key to an exact replacement of the failed tablet computer, and does not return the failed tablet to Licensee.

Licensee will pay GDM Representative a transfer fee to configure TDC on a replacement tablet computer; transfer fee (typically 200 USD/EUR) includes a GDM handling fee to transfer Activation Key to replacement tablet.

Note: After transferring Activation Key to replacement tablet hardware, the GDM Support Period continues only until end of expected life of the **original** tablet computer.

Transfer to Third Party. If you are the person who initially licensed the Software, you may make a one-time permanent transfer of this Software and EULA, provided that you do not retain any copies of this Software and the recipient agrees to the terms of this License Agreement. Transfer recipient is also required to have an active license for a currently supported ARM version. GDM will charge a fee (typically 200 USD/EUR) to clean up and reconfigure the tablet computer for the transfer recipient. Transferring a tablet computer does not change end date of GDM Support Period for the computer.

All other license terms are defined in the standard ARM license agreement.