SCB Consulting, LLC
Software License Agreement and Terms of Use

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTION 2; TRANSFERABILITY IN SECTION 4; WARRANTY IN SECTIONS 6 AND 7; LIABILITY IN SECTION 8; AND SPECIFIC PROVISIONS AND EXCEPTIONS IN SECTION 14. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE. VISIT www.s-c-b.com, www.fleetmate.com, or www.carcaresoftware.com FOR ADDITIONAL INFORMATION.

You may have another written agreement directly with SCB Consulting, LLC (e.g., a volume license agreement) that supplements or supersedes all or portions of this agreement.

SCB Consulting, LLC owns the intellectual property in the software marketed under the names FLEETMATE® and CARCare. The Software is licensed, not sold. SCB Consulting, LLC permits you to copy, download, install, use, or otherwise benefit from the functionality or intellectual property of the Software only in accordance with the terms of this agreement. Use of some third party materials included in the Software may be subject to other terms and conditions typically found in a separate license agreement or "Read Me" file located near such materials.


1. Definitions.

FLEETMATE® and CARCare means systems and software owned by SCB Consulting, LLC, a Delaware limited liability company, whose address is SCB Consulting, LLC c/o Agents for Delaware Corporations, Inc., 15 W. Loockerman Street, Dover Delaware P.O. Box 841, Dover DE 19904.

"Computer" means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity. Internal Network does not include the Internet or any other network community open to the public, including but not limited to membership or subscription driven groups, associations and similar organizations.

"Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by SCB Consulting, LLC for the use of the FLEETMATE® and CARCare software products.

"Software" means (a) all of the information with which this agreement is provided, including but not limited to (i) FLEETMATE®, CARCare or third party software files and other computer information; (ii) sample and stock photographs, images, sounds, video clips, clip art and other artistic works ("Stock Files"); (iii) related explanatory written materials and files ("Documentation"); and (iv) fonts; and (b) any modified versions and copies of, and upgrades, updates and additions to, such information, provided to you by SCB Consulting, LLC at any time, to the extent not provided under a separate agreement (collectively, "Updates").
2. **Software License.** As long as you obtained the Software from SCB Consulting, LLC or one of its authorized licensees and as long as you comply with the terms of this agreement, SCB Consulting, LLC grants you a non-exclusive license to use the Software in the manner and for the purposes described in the Documentation, as further set forth below. See Section 14 for specific provisions related to certain components.

2.1 General Use. You may install and use one copy of the Software on up to the Permitted Number of your compatible Computers; or

2.2 Server Deployment. You may install the Permitted Number of copies of the Software on the Permitted Number of Computer file server(s) within your Internal Network for the purpose of downloading and installing the Software on up to the Permitted Number of other Computers within the same Internal Network; or

2.3 Server Use. You may install the Permitted Number of copies of the Software on the Permitted Number of Computer file server(s) within your Internal Network for the purpose of using the Software through commands, data or instructions (e.g., scripts) from another Computer within the same Internal Network, provided that the total number of users (not the concurrent number of users) that are permitted to use the Software on such Computer file server(s) does not exceed the Permitted Number. No other network use is permitted, including, but not limited to use of the Software, either directly or through commands, data or instructions, (i) from or to a Computer not part of your Internal Network, for Internet or web hosting services, (ii) by any user not licensed to use this copy of the Software under a valid license from SCB Consulting, LLC, or (iii) as a component of a system, workflow, or service, accessible by more than the Permitted Number of users; and

2.4 Portable or Home Computer Use. The primary user of the Computer on which the Software is installed may install a second copy of the Software for his or her exclusive use on either a portable Computer or a Computer located at his or her home, provided the Software on the portable or home Computer is not used at the same time as the Software on the primary Computer.

2.5 Backup Copy. You may make a reasonable number of backup copies of the Software, provided your backup copies are not installed or used for other than archival purposes.

2.6 Stock Files. Unless stated otherwise in the "Read-Me" files associated with the Stock Files, which may include specific rights and restrictions with respect to such materials, you may not display, modify, reproduce and distribute any of the Stock Files. You may not distribute the Stock Files on a stand-alone basis (i.e., in circumstances in which the Stock Files constitute the primary value of the product being distributed). Stock Files may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material or any material that infringes upon any third party intellectual property rights or in any otherwise illegal manner. You may not claim any trademark rights in the Stock Files or derivative works thereof.

3. **Intellectual Property Ownership.** The Software and any authorized copies that you make are the intellectual property of and are owned by SCB Consulting, LLC. The structure, organization and code of the Software are the valuable trade secrets and confidential information of SCB Consulting, LLC. The Software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by SCB Consulting, LLC.

4. **Restrictions.**

4.1 Notices. You may not copy the Software except as set forth in Section 2 and 14. Any permitted copy of the Software that you make must contain the same copyright and other proprietary notices that appear on or in the Software.

4.2 No Modifications. You may not modify, adapt or translate the Software. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted under applicable law to decompile only in order to achieve interoperability with the Software.
4.3 No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages and may be provided to you on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to you as a single product to be used as a single product on Computers as permitted by Sections 2 and 14. You are not required to use all component parts of the Software, but you may not unbundle the component parts of the Software for use on different Computers. You may not unbundle or repackage the Software for distribution, transfer or resale. See Section 14 for specific exceptions to this Section.

4.4 No Transfer. YOU MAY NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN OR TRANSFER YOUR RIGHTS IN THE SOFTWARE, OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL’S OR LEGAL ENTITY’S COMPUTER EXCEPT AS MAY BE PERMITTED HEREIN. You may, however, transfer all your rights to use the Software to another individual or legal entity provided that: (a) you also transfer (i) this agreement, (ii) the serial number(s), the Software and all other software or hardware bundled, packaged or pre-installed with the Software, including all copies, upgrades, updates and prior versions, and (iii) all copies of font software converted into other formats to such individual or entity; (b) you retain no upgrades, updates or copies, including backups and copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions under which you purchased a valid license to the Software. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER EDUCATIONAL, PRE-RELEASE, OR NOT FOR RESALE COPIES OF THE SOFTWARE. Prior to a transfer SCB Consulting, LLC may require that you and the receiving party confirm in writing your compliance with this agreement, provide SCB Consulting, LLC with information about yourselves, and register as end-users of the Software. Allow 4-6 weeks to transfer. Please visit www.s-c-b.com, www.fleetmate.com, or www.carcaresoftware.com for more information.

5. Updates. If the Software is an upgrade or update to a previous version of FLEETMATE® or CARCare you must possess a valid license to such previous version in order to use such upgrade or update. All upgrades and updates are provided to you on a license exchange basis. You agree that by using an upgrade or update you voluntarily terminate your right to use any previous version. As an exception, you may continue to use previous versions of FLEETMATE® or CARCare software in the transition to the upgrade or update, provided that the upgrade or update and the previous versions are installed on the same computer. Upgrades and updates may be licensed to you by SCB Consulting, LLC with additional or different terms.

6. LIMITED WARRANTY. Except as may be otherwise provided in Section 14, SCB Consulting, LLC warrants to the individual or entity that first purchases a license for the Software for use on Computers pursuant to the terms of this agreement that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following receipt of the Software when used on the recommended operating system and hardware configuration. Non-substantial variation of performance from the Documentation does not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO PATCHES, FONT SOFTWARE CONVERTED INTO OTHER FORMATS, PRE-RELEASE (BETA), TRYOUT, STARTER, EVALUATION, PRODUCT SAMPLER, OR NOT FOR RESALE (NFR) COPIES OF SOFTWARE, OR WEBSITES, ONLINE SERVICES OR CD SERVICES (See Section 14). All warranty claims must be made, along with proof of purchase, within such ninety (90) day period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of SCB Consulting, LLC and its affiliates and your exclusive remedy will be limited to either, at SCB Consulting, LLS’s option, replacement of the Software or refund of the license fee you paid for the Software. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. For further warranty information, please see the jurisdiction specific provisions at the end of this agreement, if any, or contact SCB Consulting, LLC at www.s-c-b.com.

7. DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY SCB CONSULTING, LLC AND ITS AFFILIATES AND STATES THE SOLE AND EXCLUSIVE REMEDIES BY SCB CONSULTING, LLC, ITS AFFILIATES OR SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW
8. LIMITATION OF LIABILITY. EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 14, IN NO EVENT WILL SCB CONSULTING, LLC OR ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF AN SCB CONSULTING, LLC REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SCB CONSULTING, LLC AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this agreement limits SCB Consulting, LLC liability to you in the event of death or personal injury resulting from SCB Consulting, LLC negligence or for the tort of deceit (fraud). SCB Consulting, LLC is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose.

9. Export Rules. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this agreement.

10. Governing Law. This agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of Delaware or Maryland at SCB Consulting, LLC option, if a license to the Software is purchased when you are in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is purchased when you are in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanyu, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is purchased when you are in any jurisdiction not described above. The respective courts of Maryland when Maryland or Delaware law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this agreement. This agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11. General Provisions. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. This agreement
will not prejudice the statutory rights of any party dealing as a consumer. For example, for consumers in New Zealand who obtain the Software for personal, domestic or household use (not business purposes), this agreement is subject to the Consumer Guarantees Act. This agreement may only be modified by a writing signed by an authorized officer of SCB Consulting, LLC. The English version of this agreement will be the version used when interpreting or construing this agreement. This is the entire agreement between SCB Consulting, LLC and you relating to the Software it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.


12.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. SCB Consulting, LLC c/o Agents for Delaware Corporations, Inc., 15 W. Loockerman Street, Dover Delaware P.O. Box 841, Dover DE 1990.

12.2 U.S. Government Licensing of SCB Consulting, LLC technology (FLEETMATE® or CARCare). You agree that when licensing SCB Consulting, LLC (FLEETMATE® or CARCare) Software for acquisition by the U.S. Government, or any contractor therefore, you will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, SCB Consulting, LLC agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence will be incorporated by reference in this agreement.

13. Compliance with Licenses. If you are a business, company or organization, you agree that upon request from SCB Consulting, LLC or its authorized representative you will within thirty (30) days fully document and certify that use of any and all SCB Consulting, LLC software at the time of the request is in conformity with your valid licenses from SCB Consulting, LLC.

14. Specific Provisions and Exceptions. This section sets forth specific provisions related to certain components of the Software as well as limited exceptions to the above terms and conditions. To the extent that any provision in this section is in conflict with any other term or condition in this agreement, this section will supersede such other term or condition.

14.1 Limited Warranty for Users Residing in Germany or Austria. If you obtained the Software in Germany or Austria, and you usually reside in such country, then Section 6 does not apply; instead, SCB Consulting, LLC warrants that the Software provides the functionalities set forth in the Documentation (the "agreed upon functionalities") for the limited warranty period following receipt of the Software when used on the recommended hardware configuration. As used in this Section, "limited warranty period" means one (1) year if you are a business user and two (2) years if you are not a business user. Non-substantial variation from the agreed upon functionalities will not and does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO YOU FREE OF CHARGE, FOR EXAMPLE, UPDATES, PRE-RELEASE, TRYOUT, STARTER, PRODUCT SAMPLER AND NOT FOR RESALE (NFR) COPIES OF SOFTWARE, OR TO FONT SOFTWARE CONVERTED INTO OTHER FORMATS, WEB SITES, ONLINE SERVICES, CD SERVICES OR SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATION CAUSED A DEFECT. To make a warranty claim, during the limited warranty period you must return, at your expense, the Software and proof of purchase to the location where you obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, SCB Consulting, LLC is entitled -- by way of re-performance and at its own discretion -- to repair or replace the Software. If this fails, you are entitled to a reduction
of the purchase price (reduction) or to cancel the purchase agreement (rescission). For further warranty information, please contact SCB Consulting, LLC at www.s-c-b.com.

14.2 Limitation of Liability for Users Residing in Germany and Austria.

14.2.1 If you obtained the Software in Germany or Austria, and you usually reside in such country, then Section 8 does not apply. Instead, subject to the provisions in Section 14.2.2, SCB Consulting, LLC, and its affiliates' statutory liability for damages will be limited as follows: (i) SCB Consulting, LLC and its affiliates will be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) SCB Consulting, LLC and its affiliates will not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

14.2.2 The aforesaid limitation of liability will not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

14.2.3 You are required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of the Software and your computer data subject to the provisions of this agreement.

14.3 Pre-release Software Additional Terms. If the Software is pre-commercial release or beta software ("Pre-release Software"), then this Section applies. The Pre-release Software is a pre-release version, does not represent final product from SCB Consulting, LLC, and may contain bugs, errors and other problems that could cause system or other failures and data loss. SCB Consulting, LLC may never commercially release the Pre-release Software. If you received the Pre-release Software pursuant to a separate written agreement, your use of the Software is also governed by such agreement. You will return or destroy all copies of Pre-release Software upon request by SCB Consulting, LLC or upon SCB Consulting, LLC’s commercial release of such Software. YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 7 and 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN PRE-RELEASE SOFTWARE.

14.4 Tryout, Product Sampler, NFR, Additional Terms. If the Software is tryout, starter, product sampler, or NFR software ("Tryout Software"), then the following Section applies. The Tryout Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for your commercial purposes. YOUR USE OF TRYOUT SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 7 and 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN TRYOUT SOFTWARE.

14.5 Time Out Software. If the Software is a timeout version then it will cease operations after a designated period of time or number of launches following installation. The license hereunder will terminate after such period or number of launches unless extended by SCB Consulting, LLC upon your acquisition of a full retail license. ACCESS TO ANY FILES OR OUTPUT CREATED WITH SUCH SOFTWARE OR ANY PRODUCT ASSOCIATED WITH SUCH SOFTWARE IS ENTIRELY AT YOUR OWN RISK.

14.6 Online Services.

14.6.1 The Software may rely upon or facilitate your access to websites maintained by SCB Consulting, LLC or its affiliates or third parties offering goods, information, software and services ("Online Services"). Your access to and use of any website is governed by the terms, conditions, disclaimers and notices found on such site, for example, the Terms of Use located at www.s-c-b.com, www.fleetmate.com, or www.carcaresoftware.com. SCB Consulting, LLC may at any time, for any reason, modify or discontinue the availability of any website and Online Services.

14.6.2 SCB Consulting, LLC does not control, endorse or accept responsibility for websites or Online Services offered by third parties. Any dealings between you and any third party in connection with a website or Online Services, including delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party.

14.6.3 EXCEPT AS EXPRESSLY AGREED BY SCB CONSULTING, LLC OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, YOUR USE OF WEBSITES AND ONLINE SERVICES IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF SECTIONS 7 AND 8.
If you have any questions regarding this agreement or if you wish to request any information from SCB Consulting, LLC please contact SCB Consulting, LLC at www.s-c-b.com.

FLEETMATE® is a registered trademark of SCB Consulting, LLC (USA)
CARCare is a trade name used by SCB Consulting, LLC for marketing its CARCare software.
Revised: November 17, 2008