



3DR Cube Mobile App Terms of Use

Thank you for using the 3DR Cube mobile application. These Terms of Use (“**Terms**”) govern your use of this application and all related software and content (collectively, the “**App**”) and constitute a binding, legal agreement between 3D Results, LLC (“**3D Results**”) and you. Please read these Terms carefully. By clicking or checking “I Accept” or similar language, or otherwise by using the App, you agree to these Terms. If you do not agree to be bound by these Terms, then we do not grant you a license to install or use the App.

The App is made available only to authorized users of 3D Results’ 3DR Cube data science-as-a-service product, pursuant to an agreement between your employer or the organization that you represent (“Licensee”), which has signed an agreement with 3D Results for use of 3DR Cube (the “3D Results-Licensee Agreement”). 3D Results’ agreement with the Licensee is valid for an initial fixed multi-year term, with annual renewals. If the 3D Results-Licensee agreement is not renewed or is terminated, then you will no longer have the right to use the App.

If there is a conflict between the terms of the 3D Results-Licensee Agreement and these Terms, the terms of the 3D Results-Licensee Agreement shall control.

Changes to Terms

We reserve the right to change these Terms at any time by posting the changes on our website and/or within the App. Your continued use of the App following such modifications will be deemed acceptance of any changes to these Terms.

Intellectual Property

You acknowledge that 3D Results and its suppliers solely own all rights in and to the App, and the associated content, source code, algorithms, data structures, screen formats, and concepts, including all related patent, copyright, trade secret, trademark, and other intellectual property rights. You will not remove any copyright or other proprietary notices from the App or any copies thereof. 3D Results reserves all rights not expressly granted hereunder. You acknowledge and agree that any violation of the terms of this Section would irreparably harm 3D Results and that 3D Results may enforce the terms of this Section through injunctive relief, without limitation to any other rights and remedies available to it.

The license granted under these Terms covers any future releases and updates of the App that you may acquire, unless any such release is subject to separate terms. Your rights to the previously-installed release terminate once an update has been installed.

You agree to access the App and associated data only through the interface that is provided by us for use in accessing the App. You agree not to use any automated means, including but not limited to agents, robots, scripts, spiders, and screen scraping tools, to access, monitor, download or copy any part of the App, including without limitation any content associated with the App, unless we have provided prior written consent.

Right to Use

3D Results grants you a non-exclusive, non-transferable license to use the App in executable form solely in support of Licensee's internal business and solely on a mobile device or tablet that you own or control (and, if you own or control an Apple iPhone, iPad or iPod, as permitted by the Usage Rules of the App Store Terms and Conditions (the "**Usage Rules**")). This license does not allow you to use the App on any device that you do not own or control, and you may not distribute or make the App available over a network where it could be used by multiple devices at the same time.

You may not rent, lease, lend, sell, redistribute or sublicense the App. You may not copy (except as expressly permitted by these Terms and if applicable the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of our rights and the rights of our licensors. If you breach this restriction, you may be subject to prosecution and damages.

You agree to use the App in compliance with all applicable laws, rules, regulations and standards.

Software, functionality and other materials that are made available for downloading, access, or use on or from this App may, in addition, have their own terms, conditions, and notices, and you agree to be governed by such terms, conditions, and notices. Your use of the App is conditioned upon your acceptance and compliance with these Terms and any other applicable terms, conditions, and notices.

User Obligations

You are solely responsible for maintaining the confidentiality of your App registration codes, id codes, and passwords, once issued to you, and for their ongoing use. You are responsible for all activity occurring under your account.

Use of the App is personal to you. You agree not to use the App on behalf of any third party, nor to use or release or sell the App or any related information for commercial gain. Access to the App requires your individual email address (i.e. one corresponding to you individually). 3D Results reserves the right to refuse to supply you with the App where there is reason to believe that the email address provided is a group email address and not for an individual. In this event, 3D Results will notify you of its concerns and give a reasonable opportunity for you to provide replacement compliant email address(es).

You agree to follow any reasonable instructions from 3D Results or its licensor relating to the security of the App and efficient access to and integrity of the App, including any request from 3D Results for you

to confirm or re-confirm your identity as an authorized App user before the App is activated or continued.

You are responsible for the accuracy, legality, currency and compliance of all data and information provided by you in connection with the App and will be liable if any such data or information is false, misleading, inaccurate or otherwise infringing any applicable laws in any jurisdiction. 3D Results will have no responsibility for such data and information.

You shall not when using the App: (i) send or store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the App or the data contained therein; or (iii) attempt to gain unauthorized access to the App or its related systems or networks.

Disclaimers

You are responsible for ensuring that you have the means to access the App and to receive any data or information on your tablet or mobile device. 3D Results is not responsible for any connectivity issues outside of 3D Results' control to or from the App, or for any failure by you to receive any data or information from the App, due to any spam filters, firewalls, system setting and configurations, or any other reasons.

To the extent that data is being transmitted over a cell phone network, the Internet or other network not controlled by 3D Results or its supplier, you acknowledge that 3D Results has no control over the functioning of the Internet, or any phone, cellular or other non-3D Results network, and 3D Results makes no representations or warranties of any kind regarding the performance of any such networks.

The App and all related content is provided as is, and your use of the App is at your own risk. 3D Results and its officers, directors, employees, affiliates and agents make no representation or warranty relating to the App, linked websites, information and content accessible directly or indirectly from the App. 3D Results disclaims to the maximum extent permitted by law any and all such representations and warranties. Without limiting the foregoing, 3D Results disclaims all warranties: (a) of merchantability and fitness for a particular purpose, (b) against infringement of any third party intellectual rights, (c) related to the transmission or delivery of the App or its content, (d) relating to the accuracy, reliability, timeliness, correctness, or completeness of the App, and (e) otherwise relating to the performance of the App.

3D Results does not warrant that the App's functioning will be uninterrupted or that the App and any associated information will meet your requirements. No oral or written information or advice given by 3D Results or any of its employees, representatives, agents, suppliers or distributors will create a warranty.

Prohibited Uses Generally

The App may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the App.

You agree not to:

- delete or revise any material or other information included by us on the App, except where expressly allowed by the App;
- access any information about other users, including e-mail addresses;
- take any action that unreasonably or disproportionately utilizes the App's infrastructure or interferes with the proper working of the App; or
- engage in any other conduct that restricts or inhibits any other person from using or enjoying the App;
- violate or attempt to violate the security of the App

Privacy Policy

3D Results' Privacy Policy located at _____ applies to your use of the App. 3D Results reserves the right to modify its Privacy Policy in its reasonable discretion from time to time.

Limitation of Liability

In no event will 3D Results, its affiliates, officers, employees, or suppliers be liable for any damages of any kind, including without limitation any direct, incidental, consequential, indirect, special, or punitive damages, for any personal injury or death, or damages resulting from lost data (including, without limitation, in the case of all of the above-described damages, damages to any phones, tablets, hardware or software and damages related to viruses that may infect your phones, tablets, hardware or software) arising out of or in connection with your use of the App or any linked websites. We do not guarantee or warrant that access to this App will not result in, or that files available for download from this App will be free of, infection from viruses, worms, Trojan horses or other destructive code or code that could result in adverse consequences to your phones, tablets, hardware or software.

These limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if 3D Results has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of some damages, 3D Results' liability in such jurisdictions shall be limited to the extent permitted by law.

3D RESULTS ASSUMES NO LIABILITY AS TO THE RELIABILITY, ACCURACY, VALIDITY, TIMELINESS, USEFULNESS OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THE APP.

Choice of Law and Jurisdiction

These Terms and the relationship between you and us are governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to these Terms. You and 3D Results each irrevocably agrees that the exclusive venue for any action or proceeding arising out of or relating to these terms of service or our relationship with you, regardless of theory, shall be the state and federal courts located in Cook County, Illinois. You and 3D Results also each irrevocably consent to the personal jurisdiction of these courts and

waive any and all objections to the exercise of jurisdiction by these courts and to this venue. Notwithstanding the foregoing, however, you agree that 3D Results may commence and maintain an action or proceeding seeking injunctive or other equitable relief in any court of competent jurisdiction.

Changes

We may modify and enhance our App from time to time without notice to you. The App may be temporarily unavailable from time to time for maintenance and other reasons. 3D Results assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication failure, or alteration of user communications.

Termination

We may suspend or terminate your right to use the App in the event we determine in our sole discretion that you have breached these Terms. After such termination, we will have no further obligation to provide the App to you.

Any suspension, termination, or cancellation will not affect provisions in these Terms which by their nature are intended to survive such suspension, termination, or cancellation, including without limitation the Sections entitled "Intellectual Property", "Disclaimers", "Limitation of Liability", "Choice of Law and Jurisdiction", and "Additional Terms".

Apple iOS Terms

The terms in this Section apply only if you are using the App on an Apple iOS device (iPhone, iPod, or iPad).

These Terms are between you and 3D Results only, and not with Apple. In the event that these Terms provide usage rules that are less restrictive than the Usage Rules set forth for Apps in, or otherwise are in conflict with, the Apple App Store Terms and Conditions (which you acknowledge you have had an opportunity to review), then the App Store Terms and Conditions shall take precedence.

In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you, if applicable. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be 3D Results' sole responsibility.

You and 3D Results acknowledge that: (a) 3D Results, not Apple, is responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and (b) in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, 3D Results, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

Additional Terms

These Terms, together with any other legal notices published by us on the App, constitute the entire agreement between you and 3D Results concerning the App, whether written or oral. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information submitted to 3D Results relating to modifying or improving the App ("**Feedback**"), whether solicited or unsolicited, are non-confidential and shall become our sole property. 3D Results shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. In the event your jurisdiction does not allow intellectual property rights to be transferred as described above, you hereby grant to 3D Results a worldwide, non-exclusive, royalty-free, perpetual license for the use of Feedback.

You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. 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.

You are responsible for all phone service and text messaging fees, and all related fees charges and taxes, associated with the device you use with the App.

Contact us

Please contact us at the contact information below if you have any questions concerning our Terms:

3D Results, LLC
872 South Milwaukee Avenue, Suite 140
Libertyville, Illinois 60048
Phone: 847.582.4252