

END USER SOFTWARE LICENSE AGREEMENT (EULA)
CopStop™ APP AND
CopStop PRO APP

Description of Product:

In order to properly use this product, you must use a cellphone with either an Android or IOS operating system.

This software that we call “CopStop” is intended to record video(s) when you come in contact with law enforcement. For your safety in memorializing contact, activate the app which will then record and store the video of the encounter.

In addition, this App, when you activate it, will send an alert(s) by text and email that you are in contact with law enforcement. You can send the notice to up to ten (10) contacts, one hundred (100) in the PRO version. The video will begin recording at the same time and will continue until you press stop, run out of space, or one hour has elapsed.

The App will not disclose to you the status of reception by your contacts, nor will it guarantee that they will receive it since we have no control over various factors that may interfere with reception, other than to send a message out. We cannot guarantee that the contact’s phone is on, or their service is on, or they are in range, or the like. The video recording will end when you push the stop button at which time it will send an alert message to your contacts that you have stopped recording.

The right to record video with this software is limited to your contact by/with law enforcement. You may not use this software to record video of any other event(s). The storage on your phone of any other event using this app, other than recording your personal contact with law enforcement is expressly prohibited. If we determine that there is a violation of this use, we will terminate your license. We will not be responsible in any way for the recording of any unauthorized video that you take using this app.

Software requirements:

1. The software can only be purchased and downloaded through. The Apple Store or Google Store. Therefore, you must have either an iPhone or Android cell phone prior to purchasing the App and downloading it.
2. You must use PayPal to purchase and download the App.
3. You will purchase a software license that will be good for one year. Renewal rates and terms will be sent to you for approval and acceptance one month before expiration.
5. The software will not work one year after the license is purchased unless it is renewed before it expires. If you do not renew during the month before your anniversary date, the software stop working at midnight on your anniversary date.
6. You must have sufficient storage capability in your phone to record and store a contact with law enforcement of at least 60 minutes. **IMPORTANT, PLEASE NOTE:** the app will stop recording one hour from the start of recording. If you need additional time, you must restart the app. See the instruction sheet for further information on restarting the app.

7. If you purchase a license for the basic “CopStop” app, if you wish to store your contact with law enforcement officer off your phone, after the contact, you must provide your own method of storage.

8. The Cop Stop App, LLC / “CopStop” is not responsible for setting up this off-phone storage.

9. If you purchase the license for the “CopStop” Pro version, the video of your contact may be automatically stored in the cloud storage or other off phone storage of your choice.

10. In order to use this product, you must be able to transmit text and email from your phone and maintain access to the internet.

11. The Cop Stop App / “CopStop” is not responsible for your acquiring a phone with this capability.

14. You must also provide for the payments to maintain your phone service. In order to have the use of this software you must agree to comply with the terms of the End User License Agreement which is set forth above and below. You will not be able to install the product unless you agree to the terms.

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE SOFTWARE. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION SECTION BELOW. PLEASE READ CAREFULLY.

1. **Effective Date.** This Software License Agreement (the "Agreement") is made, and effective date of purchase indicated on the bill of sale of the product and the registration of the license. A record of the purchase from PayPal will be kept by PayPal and not by Licensor. The records of PayPal as to the date of purchase and the anniversary date will be final. You must keep your record of this date as it will affect your need to renew if you wish and the date the software will no longer work if it is not renewed.

2. **Parties to this agreement.** This Software License Agreement is between **The Cop Stop App, a Michigan Limited Liability Company** hereinafter referred to in this agreement as (the "Licensor"), with its offices located at: 16311 Middlebelt Road, Livonia, Michigan 48154, and the purchaser of the license whose name appears in the registration hereinafter referred to as (the “Licensee or Purchaser”).

WHEREAS, Licensor has developed certain computer programs and related documentation which may be more particularly described in one or more schedules attached hereto (the "Software Products") and desires to grant Licensee a license to use the Software.

WHEREAS Licensee wishes to purchase the right to use the Software under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereinafter referred to as (“the Parties”) hereby agree as follows:

3. Definitions. The following are a list of words that may appear in this agreement and when they do appear will have the meaning provided for them in this agreement. When used, such meanings shall be applicable to both the singular and plural forms of the terms defined:

A. "Acceptance" of Software means completion of the download onto the designated device.

B. "Agreement" includes this agreement and its Schedules, Attachments and Riders and compliance with the requirements for use

C. "Delivery Date" is the date on which Licensee downloads the product or the product is installed from hard form that has been shipped to the licensee.

D. "Designated Environment" means the IOS, or Android phone equipment and their respective software operating system as identified at time of purchase

E. "Documentation" means the user, system, and installation documentation for the Software.

F. "Error" means a material failure of the Software to function in conformity with the Specifications.

G. "License" means the license granted by Licensor to Licensee to use the Software and Documentation in accordance with the terms and conditions of this Agreement. This license is not transferable to another phone after installation.

H. "Licensed Copies" means the number of copies of the Software and Documentation being licensed to the Licensee.

I. "Location(s)" means Licensee's phone number as designated in the registration.

J. "Maintenance Agreement" means the Software Support and Maintenance Agreement between the parties effective as of the date of this Agreement.

L. "Price" means the License Fees Licensee shall pay for the use of the product.

M. "Rider" refers to any riders attached to this Agreement, Schedule or any subsequently prepared document or revisions to this agreement which are accepted by the parties.

N. "Schedule" refers to any schedule attached to this Agreement, or any subsequently prepared document which the parties agree in writing to be considered a Schedule and attached to this agreement or incorporated by reference.

O. "Software or Product" means the computer programs specified in this agreement or any Schedule to this agreement downloaded for use or supplied in a machine-

readable, object code form, and any computer programs delivered to Licensee in machine-readable, object code form, including revisions, updates, and Maintenance Releases and Product Releases (as these terms are defined in the Maintenance Agreement).

P. "Specifications" means Licensor's current published Product Release Definitions.

Q. "Target Date" means the date set forth by which parties anticipate delivery of the Software.

R. "Warranty Period" means one year from the date of Acceptance. Commencement of the one year shall begin the next consecutive day after purchase and completion of successful installation.

2. Software License

2.1 At the time that the license is granted, licensee shall not have to furnish to licensor any personal information. Please see privacy notice attached for reference on how we manage personal information and other consents related thereto.

2.1. A The license is personal to the phone and may not be assigned or transferred. All communication between the licensee and the Licensor regarding the product shall be by email. After completion of the communications and or resolution of a problem identified in the communication, any personal information obtained including the email address of licensee will be deleted and not kept.

2.2 License. Licensor grants Licensee a limited non-exclusive, non-transferable license to use the Software and Documentation solely for use on the Designated Environment. **2.3**

2.3 Distribution by Licensee. Except as explicitly provided herein, Licensee shall not:

(1) make available nor distribute all or part of the Software or Documentation to any third party by assignment, sublicense, or by any other means,

(2) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Software or Documentation; or

(3) use the Software to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Software.

(4) Circumvent any access or use restrictions put in place to prevent certain uses of the Services,

(5) Access or attempt to access the Services by any means other than the interface that Licensor has provided or authorized;

(6) Abuse the Services and storage offerings or otherwise attempt to disable, impair, or destroy the Services;

(7) Impersonate any person or entity or falsely state your affiliation with any person or entity to permit the unauthorized use of this software,

(8) Remove, conceal, or hide any proprietary notices associated with this software;

(9) Attempt to circumvent technological measures employed to control access to, or the rights in, a content file, or other work protected created by this software as it was intended to be used.

(10) Allow anyone not the owner of the phone assigned by the software to use the phone for the purposes of recording contacts intended to be recorded by the software

(11) Violate any applicable law including laws in your jurisdiction governing user generated content;

(12) You may not use this software or store the results that would in any manner violate the right of privacy of any individual

(13) You may not use or share the content of your audio or video taken with the use of this software for illegal, unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy,

(14) If the Pro version is licensed the following additional restrictions apply:

(a) You may not use the App on the phone as a vehicle to store material that is not associated with the actual stop of you by a law enforcement officer

(b) You may not use the upload to the cloud if you choose to store material of any other kind other than that associated with the Pro App

3. Installation and Acceptance/Limitations of Use

3.1 **Delivery.** Licensor shall use reasonable efforts to deliver the Licensed Copies of the Software and Documentation to the designated environment on or about the Target Date. Upon the product being downloaded on the phone, the product will be deemed accepted.

3.2 **Replacement for error in delivery.** If there is an error for some reason in the product working as indicated, Licensor at its option may either replace the software or refund the money paid for the software.

3.3 **Notice of defect in installation required.** In such event, Licensee must provide notice to Licensor of the problem he/she encountered. When Licensor verifies the alleged Error(s), the

Software shall be accepted upon Licensor's correction of such Error(s) by replacement which shall be the new commencement date.

3.4 Use is limited to one cellphone. This software may only be installed on one cellphone. It may not be transferred to or installed on another after its initial installation. It may be used only for non-commercial purposes.

3.5 Description of other limitations and Rights.

(1) If you are the owner of the cellphone, you must be 18 years of age or older to install or to use the software.

(2) You must be the registered owner of the phone with your cell phone service provider.

(3) You must have an account with a cell phone service provider that permits the use of this software and will allow it to operate.

(4) If you are not yet 18 years of age, your parent or legal guardian must review this EULA with you, discuss any questions you might have, and install the software for you. The parent(s) providing the cell phone under these circumstances shall be responsible for the minor's compliance.

(5) If you are not eighteen (18) years of age you must have your parents purchase the license of the App for you.

(6) **NOTICE TO PARENTS AND GUARDIANS:** By acquiring this software for use on a phone owned by you to be used by a minor of your household, you agree to the terms of this EULA on behalf of your child. You are responsible for exercising supervision over your children's online activities and to see that he/she uses the phone only in accordance with the terms of this EULA. If you do not agree to this condition and or any portion of the EULA as it may apply to your minor child, do not provide this app on a phone to be used by your minor or allow your child to use the APP.

(7) You are solely responsible for obtaining a smart phone that meets the specifications for the use of this App. Check with your phone provider to determine that the phone is capable of the following: You must have sufficient storage capability in your phone to record and store a contact with law enforcement of at least 60 minutes.

(8) Recording time: **IMPORTANT, PLEASE NOTE:** the app will stop recording one hour from the start of recording. If you need additional time, you must restart the app. See the operating instruction sheet/information provided for further information on restarting the app if necessary.

3.6 Limitations or modifications to the software.

(1) Restricted Use. You may not rent, sell, lease, sublicense, distribute, assign, copy, or in any way transfer the software or its use for the benefit of any third party. You may not install the software on any cellphone or storage device for a backup other than as the owner of the phone (or if leased by the lease). You agree that you will not use any robot, spider, other automatic or manual device or process to interfere or attempt to interfere with the proper working of the software. You may not violate or attempt to violate the security of our services. You may not modify, reverse-engineer, decompile, disassemble, or otherwise tamper with the

software or attempt to do so for any reason. You may not access, create, or modify the source code of the software in any way. You do not have the right to and may not create derivative works of this software. All modifications or enhancements to the software shall remain the sole property of Licensor.

(2) Product Updates. We reserve the right to add or remove features or functions to existing software. We may require the updating of the software on your cell phone when we release a new version of the software, or when we make new features available. This update may occur automatically or upon prior notice to you and may occur all at once or over multiple sessions. You will be required to accept any updated version of the then current EULA as a condition of any updates being installed on the cell phone. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the software after the initial one-year maintenance agreement.

(3) Mobile Usage. This software is designed and intended only for use on a smart cellphone. You must access a mobile network for this product to work. If you access through a mobile network, your network or cell phone service provider may charge roaming and messaging fees, data and other rates and fees may apply. You are solely responsible for maintaining service and knowing the cost for the service. You are solely responsible for the cost of the services of the mobile network you select.

(4) Downloading, installing, or using this app may be prohibited or restricted by your network provider either before you install or after installation. Licensor is not responsible for any limitations placed on the use of the product by the service provider.

3.7 PURCHASE OF A LICENSE FOR THE SOFTWARE THROUGH AN APP STORE IS ALSO GOVERNED BY THE TERMS OF SERVICE OF THAT APP STORE. LICENSOR HAS NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE FOR ANY MATTER OR DISPUTE RELATED TO AN APP STORE TRANSACTION.

3.8 Installation of your contact's phone numbers and email addresses. This App works through your selection of contacts on your phone. The only way to install the contact phone numbers and email addresses to be contacted when the App starts is from your contacts entered on the phone. If your phone does not have this available, the software will not work. You cannot manually install the contact information into the App to be sent by the phone.

4. Price And Payment

4.1 Price. Licensee shall pay the Price in accordance with the stated price and terms when purchased through the selected App store. If purchased through any other source provided by the licensor, payment shall be made in accordance with the agreed method provided by that source. At the present time there is no other source. Purchase cannot be made directly from the Licensor.

4.2 Tax. Licensee shall be responsible for any applicable sales or use taxes or any or similar taxes payable with respect to the licensing of the Software or arising out of or in connection with this Agreement.,

5. Proprietary Rights

Licensee acknowledges and agrees that the copyright, patent, trademarks, logos, trade secret, and all other intellectual property rights of whatever nature in the Software, Software Codes, Documentation and Specifications are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any ownership, aspects or ownership, or claim of interest of such rights to Licensee or any third party.

6. Confidentiality

6.1 Confidential, Privileged, and Proprietary Information. "Confidential, Privileged and Proprietary Information", shall mean the Software, Documentation, Specifications, and terms and conditions of this Agreement. Licensee acknowledges the confidential, privileged, and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform its employees of their obligations under this Agreement and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Licensor, to prevent any unauthorized disclosure, copying or use of the Confidential Information. Licensee acknowledges and agrees that in the event of the Licensee's breach of this Agreement, Licensor will suffer irreparable injuries not compensated by money damages and therefore shall not have an adequate remedy at law. Accordingly, Licensor shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy Licensor may have.

6.2 Unauthorized Disclosure. Licensee shall notify Licensor immediately upon discovery of any prohibited use of the App or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

7. Warranty.

7.1 Operation. Licensor represents to Licensee that:

(1) during the Warranty Period, the Software shall operate without any Errors and as intended per the description of the operation of the App; and

(2) upon notification to Licensor during the Warranty Period of any Errors, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such

Errors which are reproducible and verifiable by Licensor, excluding any Errors caused by uses of the Software which were not in accordance with the Specifications.

7.2 Correction due to defect in the Product. If Licensee notifies Licensor of an Error during the Warranty Period, Licensor's sole liability, and Licensee's sole remedy, will be Licensor's use of reasonable efforts to correct such Errors or, in Licensor's sole discretion, to refund the portion of the prepaid Price applicable to the portion of the Software which is defective.

7.3 Warranty period. Warranty period shall mean the period of time one year from the date of purchase and installation of the software and registration. Licensor agrees to furnish to Licensee any updates, modifications, improvements, and the like of the product for one year from the effective date. After the first year, Licensor does not warrant that it will continue to maintain, service the product or renew the license for the use of the App.

7.3 Warranty Disclaimer/ LIMITED WARRANTY

THE PARTIES AGREE THAT IN THE EVENT OF THE SOFTWARE'S FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS THAT DURING THE WARRANTY PERIOD AS DEFINED HEREIN, LICENSOR'S SOLE RESPONSIBILITY IS TO REPLACE THE PRODUCT WITH THE THEN CURRENT VERSION AND OR REFUND THE PURCHASE PRICE PRO RATA FROM THE DATE OF PURCHASE. EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE ENTIRE RISK OF THE SOFTWARE'S QUALITY AND PERFORMANCE IS WITH LICENSEE. IN OTHER WORDS, THE ENTIRE RISK ARISING OUT OF THE USE, PERFORMANCE OR NON-PERFORMANCE OF THIS SOFTWARE IS UPON YOU.

DO NOT VOLUNTARILY PLACE YOURSELF IN CONTACT WITH LAW ENFORCEMENT FOR THE PURPOSE OF TESTING THIS SYSTEM AND THE SOFTWARE.

WE ARE NOT RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PROPERLY WORK FOR ANY REASON INCLUDING BUT NOT LIMITED AS A RESULT OF A FAILURE OR ACTION ON THE PART OF YOUR CELL-PHONE SERVICE PROVIDER.

8. Indemnity

8.1 Indemnification. Licensor hereby indemnifies Licensee against any claim that the Software, furnished and used within the scope of this Agreement, infringes any United States registered copyright or patent, provided that: (1) Licensor is given prompt notice of the claim; (2) Licensor is given immediate and complete control over the defense and/or settlement of the claim, and Licensee fully cooperates with Licensor in such defense and/or settlement; (3) Licensee does not prejudice in any manner Licensor's conduct of such claim; and (4) the alleged infringement is not based upon the use of the Software in a manner prohibited under this Agreement, in a manner for which the Software was not designed, or in a manner not in accordance with the Specifications.

8.2 Altered Version. Licensor shall have no liability for any claim of infringement based on:

(a) the use of a superseded or altered version of the Software if infringement would have been avoided using a current or unaltered version of the Software which Licensor made available to Licensee; or

(b) the combination, operation or use of the Software with software, hardware, or other materials not furnished by Licensor.

8.3 Injunction. If a final injunction is obtained against the use of any part of the Software by reason of infringement of United States registered copyright or patent, Licensor will, at its option and expense, either (1) procure for Licensee the right to continue to use the Software; (2) modify the Software so that it becomes non-infringing; or (3) repurchase the Software and Documentation less depreciation pro rata for part of the year, from the date of Acceptance to the date of removal of the Software. If Licensor selects this third option, Licensee shall, immediately upon receipt from Licensor of the payment set forth above, at Licensor's option destroy or return all copies of the Software and Documentation in its possession or under its control.

8.4 Liability. The foregoing states Licensor's entire obligation and liability with respect to the infringement of any property right.

8.5 Infringement. Licensee hereby indemnifies Licensor against any claim for (1) alleged infringement of any United States registered copyright or patent, arising out of the use of the Software by Licensee in any manner prohibited by this Agreement and (2) any claim related to or arising out of a financial transaction brought by any third party based on the use of the Software subject to the limitation and restrictions set forth in section 8.1 above which are incorporated.

9. Limitation of Liability

9.1 Limitation. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR DAMAGES OF ANY KIND THAT MY BE ASSERTED BY LICENSEE INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF LICENSOR TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO LICENSOR REPURCHASING THE PRODUCT AND REFUNDING THE LICENSEE'S COST OF ACQUISITION.

THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, SUCH LIST IS BY WAY OF ILLUSTRATINO AND NOT LIMITATION. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

9.2 Force Majeure. Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunications failure, acts of God, viruses or other illness, governmental action, or any other cause beyond its reasonable control.

9.3 If any part of this agreement warranty or exclusions are deemed to be not enforceable then all such warranties, express and implied, whether by statute or common law shall immediately cease and the product software shall be returned to Licensor and deleted from the cellphone. Any use of the software on the cellphone or otherwise after said date is solely at the risk of the Licensee.

10. Term and Termination, Limitation and Renewal

10.1 Termination. The License granted herein shall remain in effect for a period of one year from the date of acceptance unless terminated earlier in accordance with the reasons contained in this agreement. The license may be extended from time to time in accordance with the renewal provisions contained in this agreement.

10.2. Use of product after termination. Upon the termination of this License agreement either by the Licensor or the Licensee, the right of the Licensee to possession of the software is prohibited. The product/software upon termination, shall be removed from the cell phone.

10.3 Breach. Licensor may terminate this Agreement and the License, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of any breach by Licensee of the provisions of this Agreement which cannot be remedied by Licensee within a reasonable period of time.

The right to record video with this software is limited to your contact by law enforcement. You may not use this software to record video of any other event(s). The storage on your phone or in the cloud storage of your choice, of any other event than recording your personal contact with law enforcement is expressly prohibited. If we determine that there is a violation of this use, we will terminate your license. We are not responsible for the quality and security of any video that is stored on your phone or that you chose to store elsewhere.

10.4 Remedy. Licensee may terminate the License, in the event of any material breach of this Agreement by Licensor which is not remedied as specified herein upon Licensee giving notice to Licensor of the breach and Licensee's intent to terminate the License.

10.5 Cessation of Use. Upon termination of this Agreement, or Licensee's decision not to use the software, Licensee shall cease using the Software and Documentation.

10.6 Failure to remove software. If Licensee fails to stop using the software upon termination of the license, Licensor shall be entitled to file suit in any court of competent jurisdiction to cause the cellphone to be turned off until such time as the Software, Documentation, and any other Confidential Information is removed. Any costs including reasonable attorney fees to accomplish the above shall be at the expense of the Licensee.

10.7 You may terminate the use of our License at any time by uninstalling the Software. Licensor may terminate the License at any time for a material breach by Licensee of this agreement by providing notice of such termination. Notice shall be given to you by email obtained from PayPal as a result of your purchasing the license. Upon termination of access for any reason the software will not work.

10.8. PRO VERSION UPLOAD TO CLOUD STORAGE. If you have a license for the Pro version, your video if you chose may be upload to the “cloud” storage that works with your phone or other location of your choosing. Licensor is not responsible for any problems associated with a failure to upload or the maintenance of the video after it is uploaded including your access to the video.

11. Renewal or extension of license.

At the end of the initial one year license your right to use the software will terminate unless it is extended by you in accordance with the terms offered at that time.

If your license is renewable, you will do this through the App. If payment is not made pursuant to the offer at that time and the current EULA is not accepted and executed, you will not be able to use the software on the termination date beginning at 12:01 a.m. The software will not work. After the renewal time has expired without renewal by you, you will have to purchase a new license on the terms and conditions being offered at that time through the various App Stores.

12. Headings

The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

13. Validity

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

14. Binding Agreement

This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licensor.

15. No Waiver

Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

16. GOVERNING LAW

This Agreement shall be deemed to have been executed in the State of Michigan and will be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby consent to the jurisdiction of the courts of the State of Michigan for the purpose of any action or proceeding brought by either of them in connection with this Agreement.

17. Notices

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered to the email address or physical address set forth in this Agreement. Notice shall be deemed to have been received by any party and shall be effective on the day given.

Notice to Licensor shall be by email to Pookndale1@aol.com.

Notice to Licensee shall be given by sending an email to the registered email address with PayPal.

19. Attorneys' Fees

Licensee shall be responsible for Licensor's reasonable attorneys' fees associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement.

20. Survival

All sections of this agreement not otherwise specified as deleted upon termination shall survive the termination of this Agreement for any reason.

21. Entire Agreement

This Agreement, its amendments and its Riders and Schedules comprise the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings, and all other agreements, oral, and written between the parties relating to the Agreement.

22. ARBITRATION AND GOVERNING LAW.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

ARBITRATION IS DIFFERENT FROM COURT; THE RULES, INCLUDING DISCOVERY ARE DIFFERENT AND NO JUDGE OR JURY IS PRESENT AT AN ARBITRATION. THE AWARD IS FINAL AND BINDING AND SUBJECT ONLY TO LIMITED REVIEW BY A COURT.

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the The Cop Stop App, LLC “CopStop” APPS OR PRODUCTS or the websites and features available therefrom, shall be BINDING ARBITRATION administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against The Cop Stop App, LLC in a small-claims court of competent jurisdiction in the State of Michigan. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against THIS COMPANY any class action, class arbitration, or other representative action or proceeding.

By using The Cop Stop App, LLC /" CopStop" App in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and The Cop Stop App, LLC (except for matters that may be taken to small-claims court). AS FURTHER SET FORTH IN SECTION 20, YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. A NEUTRAL ARBITRATOR will determine your rights, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction in the State of Michigan only. If this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Wayne County, Michigan. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of Michigan without regard to principles of conflicts of law. If applicable, this arbitration agreement shall be governed by the Federal Arbitration Act.

23. Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

The Parties agree that they will resolve any disputes, claims or controversies on an individual basis, and that any disputes, claims, and controversies arising out of or relating to this EULA (such as with respect to their validity or enforceability) or the Software, will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. The Parties further agree that they shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising out of or relating to this EULA.

If any court or arbitrator determines that the class/consolidated/representative action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class, consolidated, or representative basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in a court of competent jurisdiction located in the City of Detroit, County of Wayne, State of Michigan.

This Class Action Waiver section will also apply to any claims asserted by you against any present or future successors or assigns of the Licensor.

24. Severability

If any provision of this EULA is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this EULA shall continue in full force and effect.

25. Limitation of Actions

You agree that any claim or cause of action arising out of your use of the software/product, or this EULA must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by Licensee to enforce or exercise any provision of this EULA or related right shall not constitute a waiver of that right or provision.

I understand and accept the terms of this agreement and understand the privacy statement incorporated herein.

I understand and decline the terms of this agreement. (in which case the software will not be installed, and your purchase price shall be refunded).

THE COP STOP APP, LLC, a Michigan Limited Liability Company
Pookndale1@aol.com

Version March 1, 2022

© 2022. The Cop Stop App, LLC/ CopStop. All rights reserved.
CopStop™ is a registered trademark.