End User License Agreement – Terms of Use

This is an agreement between the end user and Rubicon Solutions Closed Corporation ("Rubicon Solutions"). - Read carefully before using this web application. By using this web application, you agree with these terms of use.

1. This application (hereinafter referred to as "the Application") comprises of a set of information and software tools related to the design and analysis of roads and road networks.

2. You cannot use the Application without accepting the terms and conditions of this End User License Agreement (EULA). Once you open the Application, it is considered that you accepted all of the terms and conditions of the EULA.

3. Upon your acceptance of the EULA, it is considered that you agree to changing the terms and conditions of EULA at any time by Rubicon Solutions without your separate acceptance. When such changes are made to EULA, you shall be bound to the updated version.

4. All the rights in the Application are owned by Rubicon Solutions and/or any third parties from whom Rubicon Solutions received the rights to provide the Application.

5. Under all conditions, Rubicon Solutions can stop distributing the Application at any time and at our sole decision.

6. No warranty; limitations of liability:

a. Rubicon Solutions provides the Application "as is," "with all faults" and "as available." Rubicon Solutions does not guarantee the accuracy or timeliness of calculations, results, or information created through use of the Application. Your use of the Application is at your sole risk. Rubicon Solutions gives no express warranties, guarantees or conditions. Rubicon Solutions excludes any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

b. Rubicon Solutions makes no representations about the suitability, reliability, availability, timeliness, or lack of viruses or other harmful components related to the Application.

c. You understand and agree that Rubicon Solutions shall not be liable to you for any direct, indirect, punitive, incidental, special consequential damages or any damages whatsoever including, without limitation - damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of the Application, with delay or inability to use the application, or the provision or failure to provide the Application, whether based on contract, tort, negligence, strict liability or otherwise, even if Rubicon Solutions has been advised of the possibility of damages.

d. Each provision of this clause excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of this agreement.

7. Rubicon Solutions reserves the right to collect certain information about your use of the Application to facilitate improvements to the system and to gather usage information that could be used for business planning purposes. Rubicon Solutions will not analyze, interpret or sell any information pertaining to your technical data (stored or not) without your written consent.

8. Some aspects or functionality of the Application may be available for free while others need to be paid for on an annual or monthly subscription basis. Rubicon Solutions reserves the right to alter the cost structure and subscription cost of the Application or parts thereof at any time. This includes those components and functionalities that are currently free of charge.

9. Scope of permitted use. This Application is for your individual use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell or otherwise convey any information, software, products or services obtained from the Application without the prior written consent from Rubicon Solutions. You may not disassemble, decompile or otherwise reverse engineer all or any portion of the Application. You acknowledge that the Application is subject to applicable export control laws and regulations of your country.