

Terms of Service

For Transfer of Snapshot Data obtained by using the Silver Snap-Tool (Microsoft Windows Software)

Please read these terms of service carefully before using the Silver Snap-Tool (SSnT) software provided by RA Automotive Software Solutions Inc., (RAASS) and certified by California Air Resource Board (CARB).

Conditions of use

By using the SSnT software and these related cloud data transfer services (Cloud Services), you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised not to buy and use the Silver Snap-Tool. RAASS only grants use and access of its products and its services to those who have accepted its terms and its End User License Agreement (EULA) between you and RAASS.

Description of the product functionality and provided services

Cloud Services means our software collects specific OBD data automatically, encrypts the data instantly and transfers the collected data via our file transfer to the central server and application of the CARB.

Privacy policy

RAASS collects data in the following ways:

- Data collected automatically; and
- Data you provide us directly.

Our software does collect specific OBD data automatically and encrypts it instantly so that only CARB can access it. RAASS is not able to view the OBD data because it is encrypted end to end.

The following data will be collected for every submission and will be provided to CARB. Items marked with an asterisk (*) or filed for software use are also visible by RAASS:

- OBD Snapshot
- *Email, Tester ID, First/Last name and phone number
- *VIN
- *Comment
- *Software name + version + license
- *HD I/M ID
- *Interface Type + version + serial number + protocol
- *Communication Log Data with the explicit permission of the use

We collect and store your email and licensing information when you sign up for our software. We will also keep your contact details if you contact us for a particular purpose.

We only collect data

- necessary to fulfill our contractual obligations under the license agreement for the SSnT application
- necessary to perform or optimize the data processing functionality contained in SSnT
- necessary to provide customer support
- necessary for issues of 1st, 2nd and 3rd level support (i.e. bug fixing)
- which correspond to the service contract or a special agreement with the customer
- for which the customer has given consent to the collection and storage of the data subject or organization (e.g. tester ID, tester e-mail address, reference data for a customer license for customer inquiries),
- customer-specific data for the customer if RAASS has agreed to provide it.

Intellectual property

You agree that the Silver Snap-Tool is property of RAASS. You also agree that you will not reproduce or redistribute the RAASS intellectual property in any way, including electronic, digital or new trademark registrations.

User accounts

As a user of the SSnT, you may be asked to register with RAASS and provide private information. You are responsible for ensuring the accuracy of this information and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your service account, inform us immediately so we may address it accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel contract in our sole discretion.

Payment terms

There is a one-time fee to purchase only a single license of Silver Snap-Tool. For the Cloud Services, also known as Data Transfer Service (DTS), we charge an additional reoccurring annual fee. The Cloud Services fee to transmit data to CARB also includes software updates. If you stop paying the Cloud Services fee, you will not be able to submit your data to CARB, but you will be able to continue accessing the software and view what you have previously submitted. All prices will be quoted on request by RAASS or will be published on SSnT website <https://silversnaptool.com/>.

Termination and termination period

The SSnT license and Cloud Services fees must be paid in advance. The contract for Cloud Services ends automatically with the end of the paid period.

Applicable law

By using SSnT you agree that the laws of California, without regard to principles of conflict laws, will govern this Agreement. Provided, however, the applicable law with respect to any disputes arising pursuant to the SSnT, including but not limited to, ownership and copyrights, shall be governed by the terms of Section 13 of the EULA: **GOVERNING LAW, DISPUTE RESOLUTION AND VENUE.**

Disputes

Any dispute related in any way to our services under this Agreement or to our products you purchase from RAASS shall be resolved by the state courts of Michigan and you consent to exclusive jurisdiction and venue of such courts. Provided, however, the applicable law with respect to any disputes arising pursuant to the SSnT, including but not limited to, ownership and copyrights, shall be governed by the terms of Section 13 of the EULA: **GOVERNING LAW, DISPUTE RESOLUTION AND VENUE.**

Indemnification

You agree to indemnify RAASS and its affiliates and hold RAASS harmless against legal claims and demands that may arise from your use or misuse of our software or Cloud Services. We reserve the right to select our own legal counsel, subject to your approval, not to be unreasonably withheld.

Limitation on liability

RAASS is not liable for any damages that may occur to you as a result of your misuse of our product or services.

Amendment

RAASS reserves the right to edit, modify and change this Agreement at any time. We will notify users of these changes through electronic mail. This Agreement is an understanding between RAASS and the user and supersedes and replaces all prior agreements (except the EULA) regarding the use of our software Silver Snap-Tool and related Cloud Services. The continued use of our software after an update or upgrade or amendment to this Agreement will signal your consent and acceptance of the update and/or upgrade to our software and/or amendment to this Agreement.

Insurance Coverage

You will receive this information upon justified request.

(Issued on the 11/14/2025 by RAASS)