Contents of the End User License Agreement in CDR16.6 Activation EULA.txt:

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING THE LICENSE AGREEMENT TERMS.

BY ACCEPTING THE TERMS OF THIS AGREEMENT BELOW, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE AND PROMPTLY REMOVE THE SOFTWARE PACKAGE WITHIN 10 DAYS OF RECEIVING A REFUND.

This agreement is Between

Robert Bosch LLC 2030 Alameda Padre Serra, Suite 300 Santa Barbara, CA 93103

- Hereinafter called "Licensor" -

And

You, the CDR Software Subscriber,

- Hereinafter called "Licensee" -
- 1. Delivery of Software products
- 1.1. The Licensor grants to Licensee, by clicking "I accept the agreement" below, the non-exclusive and non-transferable right to use this CDR Software selected and purchased through a Subscription Purchase by Licensee (hereinafter referred to as "Licensed Software") which was released to the general public during the Licensee's Subscription Period. One License is granted for One Software Subscription. A Subscription Period shall mean the Subscription Term selected by the Licensee at the time of purchase or renewal, which term may be 1 or 3 years from the time of purchase, or other lengths of time permitted by the Licensor. The granted license is restricted to the use of the Licensed Software on Designated Equipment. Designated Equipment shall mean no more than one personal computer per Licensee and such computer equipment to be identified by Licensee as the equipment upon which Licensee is the primary user and intends the Licensed Software to be used.
- 1.2 Back Up or Alternate Computer the License Software may be installed on a second computer for a single License for Back Up or Alternate use by the Licensee. Both installations for a single License shall not be used concurrently or in the same manner as a second License. The second installation is intended for the Licensee to use when one computer is not in use.
- 1.3. Except for the right of use pursuant to Article 1.1, Licensor reserves all rights for the Licensed Software, in particular exclusive right to reproduce, to distribute, to prepare derivative works therefrom and to publicly display Licensed Software.

2. Delivery/Installation

Licensee shall implement the installation of the Licensed Software on the Designated Equipment which has to meet minimum requirements according to Licensor's recommendation as outlined in the Related Materials. Related Materials shall mean all materials other than the Licensed Software furnished by Licensor and including, for example, Getting Started Guide, CDR Help File, instructional documentation, guides, and all permitted copies of such material made by Licensee.

3. Delivery

- 3.1. Licensor shall provide Licensed Software to the Licensee after receipt of Licensee's payment for the agreed upon sales price of the software and/or software subscription update. CDR Licensed Software Updates which are available to the Licensee during the subscription period will be delivered to the licensee through the mail system or made available via download from the internet.
- 3.2. Part-delivery and appropriate accountings shall be accepted if reasonable in scope.
- 3.3. Changes of delivery or billing address shall promptly be provided in writing to Licensor.
- 4. Terms of payment and Prices
- 4.1. Licensor reserves the right to increase prices for any renewal subscriptions. Licensee may refuse to purchase a renewal subscription in the event of price increase. Any failure to renew the subscription will have no effect on the rights granted to Licensee related to Licensed Software which have already been paid for, submitted and activated shall continue until the end of the currently paid-for subscription period. The CDR software will continue to operate as intended if the user decides not to renew their subscription however; the Licensee will not receive software updates after their subscription expires.

5. Warranty

- 5.1. Licensor shall replace any defective media provided that Licensee promptly returns such defective media to Licensor along with a copy of the corresponding invoice.
- 5.2. Licensor does not warrant the accuracy and completeness of the data. All information and data of this program have been acquired by means of Licensor documents, vehicle manufacturers and industry experts. Licensor makes no warranty because it can not fully exclude amendments, country specific variations, errors or mistakes due to the extensive material of data.

Therefore, in each individual case, it shall be assured by Licensee that the vehicle identification as well as the equipment used to read crash data from ECUs on a given vehicle corresponds to the data of the Licensed Software.

5.3. LICENSOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR USE THEREOF WILL BE COMPATIBLE WITH EACH VEHICLE MODEL OR IN

CONNECTION WITH OTHER PROGRAMS ON THE SAME COMPUTER. THE WARRANTIES SET FORTH IN THIS SECTION 5 IS IN LIEU OF ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LICENSOR ASSUMES NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA, EXCEPT AS SPECIFICALLY SET OUT HEREIN. THE REMEDIES SET FORTH IN THIS SECTION REPRESENT LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY BY LICENSOR.

- 5.4. THIS INFORMATION SUPPLIED UNDER THIS LICENSE HAS BEEN COMPILED FOR USE ONLY BY VEHICLE MANUFACTURER PRODUCT EXPERTS, ENGINEERS AND PROFESSIONAL ACCIDENT INVESTIGATION & RECONSTRUCTION SPECIALISTS AND ASSUMES AN APPROPRIATE LEVEL OF SKILL AND COMPETENCE.
- 5.5. Licensee shall promptly inform Licensor of any defect in the Licensed Software and submit the appropriate information to enable the Licensor to correct the defect. Licensor shall, at its sole option; correct the defects discovered in the Licensed Software or deliver a new version of the Licensed Software.
- 5.6. In the event Licensor cannot detect the defect or the defect resulted from misuse or other circumstances that are beyond Licensor's control, Licensee shall bear any costs incurred in the correction of the defect. LICENSOR SHALL NOT BE LIABLE FOR ANY DEFECTS IN THE EVENT THAT LICENSEE OR A THIRD PARTY MODIFIES THE LICENSED SOFTWARE UNLESS LICENSEE PROVIDES EVIDENCE THAT THE CHANGES DID NOT INFLUENCE OR PRODUCE THE DEFECT.
- 5.7. Licensee may terminate this Agreement if Licensor is not able to correct material defects in the Licensed Software after several attempts within reasonable period of time.

6. Liability

- 6.1. In no event shall Licensor be liable for damages arising out of or related to incorrect, incomplete or misinterpreted Licensed Software and/or data. Licensee shall take care to ensure that data supplied hereunder is applicable to the vehicle ECU, the system(s) and the vehicle the data was retrieved from.
- 6.2. In no event shall Licensor be liable for incidental, consequential, special or punitive damages arising from or related to the Licensed Software or use thereof, Licensor's performance or failure to perform any of its obligations hereunder, whether the claims be in contract or tort, including negligence or strict liability. Licensee's sole and exclusive remedy after acceptance of the Licensed Software shall be the remedy available under the warranty provision.
- 6.3. Licensee shall appoint only qualified staff and use appropriate test equipment or tools to use the Licensed Software. Where applicable, Licensor recommends the use of appropriate test equipment and tools as specified in the vehicle manufacturer's issued service manuals.
- .4. Licensor shall not be responsible for any damage claim arising from Licensee's failure to comply with the provisions of this Agreement.

7. Term/ Duration

- 7.1. The License Agreement term for this software version remains in effect as long as the Licensee keeps the installed software on Designated Equipment or is in compliance with section 1.1 and 1.2 when Licensee removes, re-installs and activates this software version on the same or other Designated Equipment.
- 7.2. Upon expiration of the latest purchased Subscription Period, the license granted hereunder shall continue for this Licensed Software only. Software will continue to function without timing out, however; the Licensee will not be delivered or will not be granted access to production released software updates or patches that are released to the public following the expiration of their subscription period or termination of this agreement unless the Licensed Software subscription is renewed for another license period.
- 7.3. In the event this Agreement is terminated for cause, the license granted hereunder shall expire immediately.
- 8. Assignment of the use rights/ Implementation on other computers

The right of use of the Licensed Software may be assigned to third parties but only under the terms of this Agreement with the Licensor's prior written consent. Licensee may not give away, rent and lend the Licensed Software nor transfer the Licensed Software from the Designated Equipment to another computer without prior approval of Licensor.

9. Jurisdiction

9.1 All disputes involving this Agreement, except actions arising under the copyright provision of Title 17 of the U.S. Code, shall be determined under the law of the State of Illinois and shall be submitted to an arbitrator appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association (hereinafter "AAA"). The locations of the arbitration hearing will be Chicago, Illinois or such other location as agreed to by the parties. Within thirty (30) days after either party has notified the other in writing that it is submitting a dispute to arbitration, one arbitrator shall be chosen under the then current Rules of the AAA pertaining to commercial disputes. Neither party shall be allowed to object to any arbitrator appointed by AAA. The ensuing arbitration shall be conducted according to the Rules of the AAA. The written decision of the arbitrator shall be final, binding and enforceable in any court of the United States or Canada with appropriate jurisdiction. In no case shall the arbitrator be authorized to award cost and damages otherwise prohibited herein. The application of the collision law as well as The Hague Conventions Relating to a Uniform Law on the International Sales of Goods, the United Nations Uniform Purchase Rights and other Conventions on Contracts for the International Sale of Goods shall be excluded.

10. Miscellaneous

10.1. All rights granted to Licensee by Licensor under this Agreement (use of Licensed Software) shall expire without notice, if the Licensee infringes a provision of this Agreement.

- 10.2. In the event this agreement is terminated or expires, Licensee shall uninstall and destroy, within one week after this Agreement has terminated, the Licensed Software as well as all complete or partial copies thereof, whether altered or embedded in other programs, as well as any documentation, and shall provide a written confirmation thereof to the Licensor.
- 10.3. Modifications or supplements to this Agreement including this Article 10.3 shall be valid only when provided in writing and signed by both parties.
- 10.4. Should any provision of this Agreement be invalid or become invalid, then such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. Any invalid provision shall be replaced by a reasonable provision which is permissible under the law and which reflects the intent of the original provision.
- 10.5 Licensee agrees to obtain written permission from the owner or leasor of the Ford vehicles which the Licensed product is used to retrieve EDR data from, or the owner's legal representative; or written legal compulsion, in the form of a subpoena, warrant or court order, prior to downloading data from a Ford vehicle. Violation of this agreement will result in the termination of CDR software license.