

CDR File Reader End User License Agreement

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2030 Alameda Padre Serra, Suite 300

Santa Barbara, CA 93103

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And

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- Hereinafter called "Licensee" -

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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.

6.4. 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. This Agreement is entered into for as long as the software is installed on the Licensee's computer or until the Licensee changes the Agreement through Activation of purchased functions using a Bosch certified Activation Certificate. During Activation of Licensed Software, this Agreement becomes terminated by accepting terms of the Activation Agreement. Notwithstanding the foregoing, Licensor may terminate this Agreement for cause without prior notice in the event of a material breach by Licensee.

7.2. 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. Licensee shall 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.