



# INTREPID CONTROL SYSTEMS, INC.

Global provider of innovative vehicle network and embedded tools since 1994.

## LICENSE AGREEMENT FOR INTREPID CONTROL SYSTEMS' SOFTWARE DRIVERS TERMS and CONDITIONS

This is a legal agreement between you (either as an individual or an entity), the user, and Intrepid Control Systems, Inc. If you do not agree to the terms set forth in this License Agreement, you must not install the Software. By installing this software, you have signified your acceptance of the terms and conditions of this Software. If you are unwilling to accept the terms of this Agreement, return the Software immediately for a refund.

This agreement only applies to Software related to hardware drivers and programmers' application interfaces from Intrepid Control Systems. A separate agreement applies to end user software provided by Intrepid Control Systems.

### DEFINITIONS.

**Affiliate.** A legal entity which is controlled by, or controls, or is under common control with Licensee. Control means (i) direct or beneficial ownership of at least fifty percent (50%) of the voting securities of a corporation or other business organization with voting securities, or (ii) direct or beneficial interest in a fifty percent (50%) or greater interest in the profits and capital of a partnership or other business organization without voting securities.

**Distribution.** The distribution on physical media and/or electronic distribution.

**Documentation.** The user guides and instructional material, if any, accompanying delivery of a Program may be updated from time to time. Documentation may be delivered in printed and/or online forms, and in one or more languages.

**Internal Operations.** The use of a Program by employees of Licensee or an Affiliate for the purpose of performing services on behalf of the Licensee or Affiliate, or in the performance of services for Third Parties who engage Licensee or an Affiliate for such services. As used herein, "employees" includes but is not limited to student interns and consultants of Licensee or its Affiliates performing work at the Licensee's facilities.

**License.** Intrepid Control Systems grants to Licensee of a nonexclusive right to install and use a Program in accordance with the License Option purchased.

**License Administrator.** Is an appointed contact person or an appointed department (typically IT or tools support department) at the Licensee's facility, responsible for the distribution, and maintenance of the said software Programs. The License Administrator is also responsible to ensure that all persons permitted to have access to the Software comply with the terms and conditions of this software license agreement.

**Licensed Users.** Those users of the Programs, designated by the Licensee as authorized to use the Software for Licensee's Internal Operations, to the extent permitted by the License Option purchased.

**Licensee.** The individual or entity to whom Intrepid Control Systems grants the License. The Licensee is responsible for meeting the contractual obligations of the License, and ensuring that anyone permitted access to the Software also meets such obligations.

**License Option.** The specific rights, restrictions, and obligations under which Licensee may install and use a Program pursuant to this Agreement, including the License Option selected. By accepting a Program during the Acceptance Period, Licensee also accepts the applicable rights and agrees to be bound by the applicable obligations and restrictions of the License Option purchased.

**Licensors.** The person who, or entity which, grants a license to Intrepid Control Systems to redistribute that person's or entity's intellectual property.

**Software.** The computer software and software drivers that enable Intrepid Control Systems hardware to function on computer hardware delivered hereunder, including enhancements and error corrections. Software included in this agreement includes J2534 Interfaces, Intrepid API's, RP1210 Interfaces, Windows Drivers.

**Third Party.** Any person or legal entity that is not the Licensee or an Affiliate.

**Hardware-Key.** Any purchased Intrepid Control System hardware that contains a serial number and stored license capable of unlocking Intrepid Control System Software.

## LICENSE TERMS

Without prior written consent from Intrepid Control Systems, the Licensee of the Software may use the Software ONLY with hardware provided by Intrepid Control Systems.

This License is effective as of the time you receive the Intrepid Control Systems' Software and will continue until you cease all use of the Intrepid Control Systems' Software and return or destroy all copies thereof, or until it is automatically terminated upon your failure to comply with the terms of this License.

You have the right to distribute Intrepid Control Systems Software provided that all parties using the Software conform to this agreement.

Licensee may make backup copies of the Software as necessary to support the use of the Software in accordance with this Agreement. Licensee may not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Programs. All copies of Software shall contain all copyright and proprietary notices as in the original.

Licensee shall not decompile, disassemble or otherwise reverse engineer the Programs.

Licensee shall not copy written materials accompanying Intrepid Control Systems' Software. In addition, you may not rent, lease or alter the Intrepid Control Systems' Software or any portion thereof without written consent from Intrepid Control Systems; but you may transfer your rights under this License Agreement on a permanent basis provided you transfer this License Agreement, the Intrepid Control Systems' Software and all accompanying written materials and retain no copies, and the recipient agrees to the terms of this License Agreement.

The Intrepid Control Systems' Software product is licensed as a single product. Its component parts may not be separated for use on more than one computer.

## LIMITED WARRANTY.

Intrepid Control Systems, Inc. warrants that the Intrepid Control Systems' Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt. Any implied warranties on the Intrepid Control Systems' Software are limited to ninety (90) days.

## CUSTOMER REMEDIES.

Intrepid Control Systems, Inc.'s entire liability and your exclusive remedy shall be, at Intrepid Control Systems, Inc.'s option, either (a) return of the price paid or (b) repair or replacement of the Intrepid Control Systems' Software that does not meet Intrepid Control Systems, Inc.'s Limited Warranty and that is returned to Intrepid Control Systems, Inc. with a copy of your receipt. This Limited Warranty is void if failure of the Intrepid Control Systems' Software has resulted from accident, abuse or misapplication. Any replacement Intrepid Control Systems' Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Neither these remedies nor any product support services offered by Intrepid Control Systems, Inc. are available for the US/Canada version of this product (as indicated on the disk label) if purchased or used outside of the United States of America and Canada.

## NO OTHER WARRANTIES.

Intrepid Control Systems, Inc. disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Intrepid Control Systems' Software, the accompanying written materials and any accompanying hardware.

## NO LIABILITY FOR CONSEQUENTIAL DAMAGES.

In no event shall Intrepid Control Systems, Inc. be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use of or inability to use this Intrepid Control Systems, Inc. product, even if Intrepid Control Systems, Inc. has been advised of the possibility of such damages.

The above terms constitute the entire agreement between you and Intrepid Control Systems, Inc. with regard to the Intrepid Control Systems' Software, and such agreement may not be modified except in writing and signed by both parties. If any provision of this agreement is held to be invalid by any court of competent jurisdiction, it is to that extent deemed omitted and the remaining provisions will continue in full force and effect. This agreement will be construed and enforced in accordance with Michigan law, excluding its principles of conflict of laws.

UNITED STATES GOVERNMENTAL ENTITY USERS.

This paragraph shall supersede the provisions of the License Agreement in the event of a conflict.

The Intrepid Control Systems' Software and documentation are sold only with "Restricted Rights." Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1)&(2) of the "Commercial Computer Software--Restricted Rights" at 48 CFR 52.227-19, if applicable. The contractor is Intrepid Control Systems, Inc. 31601 Research Park Drive, Madison Heights, MI 48071.