

VECTOR TOOL LICENSE AGREEMENT

1. ACCEPTANCE OF LICENSE AGREEMENT.

THIS LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN VECTOR CANtech, INC. ("VECTOR") AND YOU AND YOUR EMPLOYER, AS WELL AS ITS SUCCESSORS, ASSIGNS, REPRESENTATIVES, AND PERMITTED TRANSFEREES UNDER SECTION 3.2(d) HEREOF. THIS LICENSE AGREEMENT IS IN ADDITION TO THE VECTOR STANDARD BUSINESS TERMS AND CONDITIONS. USE OF THE VECTOR TOOL SOFTWARE AND HARDWARE IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THIS LICENSE AGREEMENT.

(a) Acceptance for Vector Tool Software (and Vector Tool Hardware if included with the purchase). If and only if after having carefully read this License Agreement for use of Vector Tool Software (and Vector Tool Hardware if included) and accepting all of its terms on behalf of yourself and your employer, you may proceed with installation of the Vector Tool Software by clicking the "I ACCEPT" button. If you choose not to accept all of the terms in this License Agreement on behalf of yourself and your employer or if you do not have the legal authority to do so, then you are prohibited from using the Vector Tool Software (and Vector Tool Hardware if included) and must select the cancel button. If you select the cancel button, you may return the uninstalled Vector Tool Software (and Vector Tool Hardware if included) to Vector for a refund of the license fees paid by you and your employer within sixty (60) days of such cancellation.

(b) Acceptance for Vector Tool Hardware (purchased separately from Vector Tool Software). If and only if after having carefully read this License Agreement for use of Vector Tool Hardware and accepting all of its terms on behalf of yourself and your employer, you may proceed with installation and use of the Vector Tool Hardware. By installing or using Vector Tool Hardware you will be deemed to have accepted the terms of this License Agreement on behalf of you and your employer. If you choose not to accept all of the terms in this License Agreement on behalf of yourself and your employer or if you do not have the legal authority to do so, then you are prohibited from installing or using the Vector Tool Hardware. You may return uninstalled and unused Vector Tool Hardware to Vector for a refund of the fees paid by you and your employer within sixty (60) days of delivery.

2. DEFINITIONS.

- 2.1 "Customer" means you and your employer, as well as its successors, assigns, representatives, and permitted Transferees under Section 3.2(d) hereof.
- 2.2 "Customer Computer" means a server, desktop computer, portable computer, and other portable and/or fixed testing equipment owned, leased, or manufactured by Customer on which the Vector Tool Software is installed and used.
- 2.3 "Derivatives" means any Error Corrections, Service Packs, Version Updates or any other modification or derivative of, or to, the Vector Tool Software and Hardware.
- 2.4 "Error Correction" means the provision of a workaround, Service Pack, or some other method or means of error correction chosen by Vector in its sole discretion that causes the Vector Tool Software to operate in accordance with the Vector Tool Software performance warranty as set forth in Section 6.1.
- 2.5 "License Key" means an electronic certificate stored on: (a) a Customer Computer serving as a network device (i.e., server), (b) a specific electronic hardware device which connects to a computer port of a Customer Computer, or (c) a file locally resident on a Customer Computer (i.e., laptop or desktop), which unlocks the Vector Tool Software for use on a specific Customer Computer, provided the corresponding code embedded in such Vector Tool Software matches or is compatible with the Customer Computer.
- 2.6 "Maintenance Certificate" means the Vector Tool Software Maintenance Certificate issued to Customer upon payment of a maintenance fee.
- 2.7 "Service Packs" means the maintenance release for Vector Tool Software containing an Error Correction or some other modification provided by Vector to Customer.
- 2.8 "Software Delivery Media" means the CD or other data carrier on which Vector Tool Software is stored for delivery to Customer.
- 2.9 "Transfer" or "Transferring" means physically or electronically transporting, selling, assigning, renting, leasing, and sublicensing Vector Tool Software to any third party.
- 2.10 "User Manual" means the corresponding Vector Tool Software and Hardware documentation included on the Software Delivery Media or separately therewith as a hard copy.
- 2.11 "Vector Standard Terms and Conditions" means the Vector Standard Terms and Conditions attached to Customer's order confirmation and purchase order, and available to Customer upon request.
- 2.12 "Vector Tool Hardware" means the PC network interface, PC-to-ECU interface, stand alone testing unit, and including, but not limited to, software and hardware combination tools, CANstress, CANlog, CANscope, and cables provided by Vector to Customer.
- 2.13 "Vector Tool Software" means the object code for the Vector Tool Software application and includes, but is not limited to, the object code version of the CANalyzer with or without (options/components), CANoe with or without (options/components), CANape with or without (options/components), CANdela Studio, provided by Vector to Customer, and including: (a) the License Key, (b) any Derivatives of the Vector Tool Software, (c) any screens or images generated by the Vector Tool Software, (d) any User Manual embedded within the Vector Tool Software or provided separately, (e) any Service Packs related to the Vector Tool Software, (f) any Version Updates if provided pursuant to a separately issued Maintenance Certificate, and (g) any copies of the foregoing.
- 2.14 "Version Update" means a new version of the Vector Tool Software containing enhanced functionality or features that is characterized and provided by Vector in Vector's sole discretion to Customer pursuant to a separate Maintenance Certificate.

3. GRANT OF VECTOR TOOL SOFTWARE AND HARDWARE LICENSE AND LIMITATIONS.

3.1 License Grant. Subject to the terms of this License Agreement and to the extent permitted by the License Key, Vector grants Customer a perpetual, non-exclusive, limited, and revocable license to install the Vector Tool Software and Hardware on a Customer Computer for use by Customer for its internal business purposes only.

3.2 License Limitations.

(a) Scope of Use. Customer is strictly prohibited from using the Vector Tool Software and Hardware outside the scope of permitted use allowed by the License Key; Customer is prohibited from circumventing or disabling the License Key in any way.

(b) Copying. Customer may make copies of Vector Tool Software for purposes of: (a) backup and archival and (b) installing the Vector Tool Software on multiple Customer Computers for use in accordance with Section 3.2(d); any other copying of the Vector Tool Software is prohibited.

(c) No Modification, Derivatives, Reverse Engineering, Decompilation, Disassembly, Translation. Customer is prohibited from modifying, creating Derivatives of, reverse engineering, decompiling, disassembling, or translating the computer language of the Vector Tool Software and Hardware; engaging in these activities shall subject Customer to a claim for indemnification by Vector under Section 7 of this License Agreement.

(d) Transfers. Customer may Transfer the Vector Tool Software and Hardware from one Customer Computer to another provided that the Vector Tool Software and Hardware (collectively) are only used on one (1) Customer Computer with the corresponding License Key at any given time. Except for Transferring the Vector Tool Software and Hardware in accordance with the foregoing sentence, Customer is prohibited from Transferring the Vector Tool Software and Hardware in any manner. In particular, Customer is prohibited from Transferring the Vector Tool Software and Hardware to any third party, including any affiliate or vendor of Customer without the prior written consent of Vector. Vector shall not unreasonably withhold its written consent to grant such a request to transfer Vector Tool Software and Hardware to any affiliate of Customer. Vector may, in its sole discretion, refuse to grant its written consent to such a request to transfer Vector Tool Software and Hardware to a vendor. In the event Vector grants such written consent, a Transfer to an affiliate or vendor of Customer shall be permitted only so long as such affiliate or vendor of Customer: (a) accepts and continues to adhere to the terms of this License Agreement and (b) such affiliate or vendor of Customer uses the Vector Tool Software and Hardware solely for the internal business purposes of Customer.

4. TECHNICAL SUPPORT AND MAINTENANCE.

4.1 Technical Support. As part of the license fee, Vector will provide Customer with a reasonable amount of technical support for the Vector Tool Software and Hardware; the amount of the technical support shall be in Vector's sole discretion. Vector reserves the right to discontinue providing technical support to Customer if Vector determines that Customer is making excessive requests for technical support. In such case, Customer may purchase additional technical support for the Vector Tool Software and Hardware at Vector's then-current rates. Vector will provide technical support solely via telephone, e-mail, or electronic remote access, the selection of which shall be in Vector's sole discretion. To initiate technical support via e-mail, Customer may contact Vector at support@vector-cantech.com. To initiate technical support via telephone, Customer may contact Vector at (248) 449-9290, option 2. Vector will provide technical support from 8:00 a.m. to 5:00 p.m. eastern time only to those licensees served directly by Vector in North America.

4.2 Service Packs. As part of the license fee, Service Packs will be provided to Customer by Vector for the Vector Tool Software. The necessity, timing, frequency, extent, and content of Service Packs shall be at Vector's sole discretion. In addition, outside the warranty period stated in Section 6, Vector may in its sole discretion discontinue providing Service Packs for any Vector Tool Software at any time and without notice.

4.3 Vector will provide Customer with Version Updates to the licensed Vector Tool Software only upon: (a) payment of a maintenance fee by Customer to Vector and (b) issuance of a corresponding Maintenance Certificate by Vector to Customer which will entitle Customer to any Version Updates released by Vector during the term of the Maintenance Certificate.

5. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY. Except for the limited revocable license granted under this License Agreement, the Vector Tool Software and Hardware, License Key, User Manual, and Software Delivery Media, including all rights, title and interest therein, are and shall remain the exclusive intellectual property of Vector. The structure, organization and source or object code of the Vector Tool Software and Hardware, License Key, User Manual, and Software Delivery Media are confidential information of Vector and shall be neither examined by Customer (or its employees) nor disclosed by Customer (or its employees) to any third parties, regardless of the reason, unless permitted by Section 3.2(d). The Vector Tool Software and Hardware, License Key, User Manual, and Software Delivery Media are protected by copyright, trade secret, and other intellectual property laws, including without limitation United States Copyright Laws and International Copyright Treaties. Customer shall not remove, modify, or destroy any proprietary markings of Vector affixed to or embedded within the Vector Tool Software and Hardware, License Key, User Manual, and Software Delivery Media, including, but not limited to, legends and notice of Vector's ownership and title to trademarks, trade names, trade secret, copyrights or patents placed upon or contained within the Vector Tool Software and Hardware, License Key, User Manual, and Software Delivery Media; Customer agrees to reproduce all such markings upon or within authorized copies of the Vector Tool Software and Hardware, License Key, User Manual, and Software Delivery Media.

6. LIMITED WARRANTY.

6.1 Performance Warranty. Vector warrants that the Vector Tool Software, for a period of sixty (60) days after delivery, and the Vector Tool Hardware, for a period of two (2) years after delivery, shall operate substantially in accordance with the corresponding User Manual when the Vector Tool Software and Hardware are installed and maintained correctly on a Customer Computer. Vector does not represent or warrant that the operation of Vector Tool Software and Hardware will be uninterrupted or error free or conform to any reliability, performance or compatibility standards beyond this in the corresponding User Manual.

6.2 Remedy: Vector Tool Software. Upon delivery of a written notice of a Vector Tool Software warranty claim by Customer to Vector prior to the expiration of the warranty period, Vector shall provide Customer with an Error Correction necessary to cause the Vector Tool Software to operate substantially in accordance with the User Manual. The type of Error Correction released by Vector to Customer shall be within the sole discretion of Vector. Customer shall be responsible for all training, installation, and implementation related to the Error Correction or any Version Updates that are provided pursuant to a separate Maintenance Certificate. Upon Customer's request, Vector may provide such training, installation, and implementation services for an additional fee pursuant to separately agreed upon terms. Vector shall be deemed to have complied with this Section 6 and its corresponding Vector Tool Software warranty obligations upon provision of the Error Correction to Customer.

6.3 Remedy: Vector Tool Hardware. Upon delivery of a written notice of a Vector Tool Hardware warranty claim by Customer to Vector prior to the expiration of the warranty period, Vector shall provide Customer with the repair and/or replacement necessary to cause the Vector Tool Hardware to operate substantially in accordance with the User Manual. The type of repair and/or replacement provided by Vector to Customer shall be within the sole discretion of Vector. Vector shall be deemed to have complied with this Section 6 and its corresponding Vector Tool Hardware warranty obligations upon provision of repair and/or replacement to Customer.

6.4 WARRANTY DISCLAIMER. EXCEPT SOLELY AS SET FORTH IN SECTION 6 OF THIS LICENSE AGREEMENT, CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE USE OF VECTOR SOFTWARE AND HARDWARE AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IN SECTION 6 OF THIS LICENSE AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. VECTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THIS LICENSE AGREEMENT, OR BY LAW, SHALL BE VOID IF ANY VECTOR TOOL SOFTWARE OR VECTOR TOOL HARDWARE ARE MODIFIED AFTER DELIVERY WITHOUT THE PRIOR WRITTEN CONSENT OF VECTOR.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION. AS AN EXPRESS CONDITION TO INSTALLING AND USING THE VECTOR TOOL SOFTWARE AND HARDWARE, CUSTOMER AGREES THAT VECTOR AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO

CUSTOMER FOR ANY DAMAGES WHATSOEVER RELATED TO THE VECTOR TOOL SOFTWARE AND HARDWARE OR ANY RESULTS GENERATED THEREBY, INCLUDING ANY AMOUNTS REPRESENTING CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY, EXCEPT IN CASES OF INTENTIONAL WRONGDOING, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE. AS AN EXPRESS CONDITION TO INSTALLING AND USING THE VECTOR TOOL SOFTWARE AND HARDWARE, CUSTOMER AGREES TO INDEMNIFY VECTOR AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY VECTOR, INCLUDING ATTORNEYS' FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE OR MISUSE OR OPERATION OF THE VECTOR TOOL SOFTWARE AND HARDWARE BY CUSTOMER OR BY ANYONE TO WHOM CUSTOMER PROVIDED THE VECTOR TOOL SOFTWARE AND HARDWARE.

8. TERMINATION. Vector may terminate this License for a material breach of this License Agreement by Customer. In the event of termination of this License, Customer shall immediately return all Vector Tool Software and Hardware to Vector or provide Vector with satisfactory written evidence of their destruction. A material breach shall include, but is not limited to, a breach by Customer (or its employees) of the Vector Tool Software and Hardware license grant and limitations thereof set forth in Section 3.

9. GENERAL PROVISIONS.

9.1 Choice of Law. This License Agreement shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9.2 Invalid Provision. If any part of this License Agreement is found void and unenforceable, it will not affect the validity of the remaining provisions of the License Agreement, which shall remain valid and enforceable according to their terms.

9.3 Entire Agreement. This License Agreement and the Vector Standard Terms and Conditions contain the entire agreement between the parties with respect to the License and other subject matter set forth herein. Customer's additional or different terms and conditions (including those appearing on the reverse side of, or as an attachment to, a purchase order) shall not apply and shall be null and void. In the event of a conflict between the terms of this License Agreement and those contained in any purchase order or other document between Vector and Customer, then the terms of this License Agreement shall control. This License Agreement may not be amended except in writing, signed by Vector and Customer.

9.4 Waiver. The waiver by Vector of any term, provision, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver or subsequent breach of the same condition or provision.

9.5 Export Laws. Customer agrees not to ship, transfer or export Vector Tool Software into any country or use Vector Tool Software in any manner prohibited by the United States Export Administration Act or prohibited by any other export laws, restrictions or regulations.

9.6 Michigan Uniform Electronic Transactions Act. The parties have agreed to conduct transactions by electronic means via this License Agreement and hereby apply the Uniform Electronic Transactions Act, as amended.