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1.1   "Activation" means a revocable right, subject to the terms and conditions of this EULA, to Use one (1) copy of the Licensed Software on one (1) Customer Computer under an Activation Code issued by Licensor. Unless (i) subscribed to by Customer or otherwise provided by Licensor and (ii) memorialized in a separate writing issued to Customer, Customer shall receive one (1) Activation per Activation Code issued by Licensor.

1.2   "Activation Code" means the alpha-numeric license identification code and corresponding alpha-numeric password issued by Licensor which facilitates the execution of one or more Activations subscribed to by Customer or otherwise provided by Licensor.

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1.7   "License Fee" means the total non-refundable license fee payable by Customer to Licensor for the License as determined by Licensor in its sole discretion.

1.8   "Licensed Software" means the version of the TOOLBOX^{TM} software application accompanying this EULA in its machine-readable, object code form, together with the Activation Code and any and all (a) Derivatives of the Licensed Software, (b) screens or images generated by the Licensed Software, (c) User Manuals, and (d) copies of the foregoing.

1.9   "New Release" means a version of the Licensed Software or another software application that, in Licensor's sole discretion and determination, contains substantially new or different functions or features relative to the version of the Licensed Software licensed to Customer under this EULA or that Licensor may from time to time introduce and market generally as a licensed product distinct from the Licensed Software pursuant to separate terms and conditions.

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1.11   "Support & Maintenance Period" means the two (2) year period commencing upon Customer's first activation of the Licensed Software on a Customer Computer.

1.12   "Use" means the ability to install, run, execute and display the Licensed Software in its machine-readable, object code form, to the exclusion of all other uses.

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2.2   Activation and License Fee. Customer must activate the Licensed Software on each Customer Computer. Customer must subscribe to, or otherwise obtain from Licensor, a separate Activation to Use the Licensed Software on each Customer Computer. Customer agrees that Licensor may use the Licensed Software, the Customer Computer, and Customer's Internet connection, as required, to communicate over the Internet with authentication servers from time to time, without notice to Customer, to authenticate the validity of Customer's Activation Code or Customer's right to Use the Licensed Software on a given Customer Computer under an Activation Code. Customer acknowledges and agrees that the License Fee is non-refundable.

2.3   License Limitations.

       (a)   Scope of Use. Customer will not use the Licensed Software other than as permitted by this EULA. Customer will not remove, disable, or otherwise create or implement any workaround to, any security features contained in the Licensed Software, including the Activation Code.

       (b)   No Modification, Derivatives, Reverse Engineering, Decompilation, Disassembly, Translation. Customer will not modify, create Derivatives of, reverse engineer, decompile, disassemble, translate or otherwise attempt to discover any source code or underlying ideas or algorithms of the Licensed Software, except to the extent the foregoing restriction is prohibited by applicable law. Customer will not integrate the Licensed Software with any other software without the prior written consent of Licensor. Any violation of this Section 2.3(b) will result in immediate revocation of the License and termination of this EULA and will subject Customer to a claim for indemnification by Licensor under Section 6.

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3.1   Technical Support. In consideration of the License Fee, Licensor will provide Customer with a reasonable amount of technical support for the Licensed Software during the Support & Maintenance Period; provided, however, the amount of the technical support in all cases will be in Licensor's sole discretion. Technical Support beyond the Support & Maintenance Period may be acquired by Customer for an additional fee and under separate terms and conditions as determined by Licensor in its sole discretion. Licensor will provide technical support solely via telephone, e-mail, or electronic remote access (using TeamViewer), the selection of which will be in Licensor's sole discretion. To initiate technical support via e-mail, Customer may contact Licensor at **wnacustomercare@wabco-auto.com**. To initiate technical support via telephone, Customer may contact Licensor at 855-228-3203. Licensor will provide technical support from 8:00 a.m. to 8:00 p.m. Eastern Standard Time on Monday through Friday of each week except on holidays or non-business days as determined by Licensor in its sole discretion. To initiate technical support by remote access, the user will download TeamViewer using TeamViewer link provided by WABCO Customer Care Center. By clicking on the TeamViewer Link or by providing WABCO Customer Care Center with your ID and password from TeamViewer, you expressly consent to give the   WABCO Customer Care Center representative access to and remote control of your device in connection with performing support services ('remote access"). Remote access is provided without any warranties, express or implied, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose, which are each specifically disclaimed. you agree, individually and on behalf of the organization that employs you ("company"), that WABCO USA LLC is not liable for any damage, loss or expense of any kind whatsoever arising out of or resulting from remote access regardless of whether such damage, loss or expense is based in tort, contract or otherwise. you and company further agree to indemnify and hold harmless WABCO USA LLC, and its respective employees, directors, agents and representatives (each, an "indemnitee") for any damage, loss or expense that an indemnitee incurs arising out of or resulting from such remote access.

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3.3   New Releases. Notwithstanding anything to the contrary contained in this EULA, nothing in this EULA will give, or be construed to give, Customer any right to any New Release during the Support & Maintenance Period

or thereafter. New Releases may be acquired by Customer for an additional fee and under separate terms and conditions as determined by Licensor in its sole discretion.

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7.   TERMINATION. Licensor may revoke the License and terminate this EULA immediately and without notice if Customer fails to comply with any term of this EULA. In the event of a revocation or termination, Customer must delete or destroy, as applicable, all copies of the Licensed Software from all Customer Computers on which it is installed, and all related materials and documentation (including any and all User Manuals), and will, at the request of Licensor, provide Licensor written certification that all copies of the Licensed Software were deleted or destroyed in accordance with this Section 7.

8.   GENERAL PROVISIONS.

8.1   <u>Applicable Law, Venue, Jurisdiction</u>. This EULA and all matters arising out of or relating to this EULA will be governed by and construed in accordance with the internal 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). Any suit, action or proceeding arising out of or related to this EULA or any matter arising out of or relating to this EULA (including Customer's use of the Licensed Software) will be brought and maintained exclusively in, and Customer consents to submit to the personal jurisdiction of, the courts of the State of Michigan located in Oakland County or in the United States District Court for the Eastern District of Michigan. **Customer irrevocably and unconditionally waives any objection to the laying of venue in any suit, action or proceeding in the courts of the State of Michigan located in Oakland County or in the United States District Court for the Eastern District of Michigan and irrevocably waives and agrees not to plead or claim in any of those courts that any suit, action or proceeding brought in any of those courts has been brought in an inconvenient forum.**

8.2   <u>Invalid Provision</u>. If any term or condition of this EULA is determined to be invalid, illegal or unenforceable in any jurisdiction, the invalidity, illegality or unenforceability of that term or condition will not affect any other term or condition of this EULA or invalidate or render unenforceable that term or condition in any other jurisdiction.

8.3   <u>Entire Agreement, Amendment, Successors and Assigns, Headings, Interpretation</u>. This EULA constitutes the sole and entire agreement of Licensor and Customer with respect to the subject matter contained in this EULA, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter contained in this EULA. Customer's additional or different terms and conditions (including those appearing on the reverse side of, or as an attachment to, a purchase order or other documents) will not apply and will be null and void. In the event of a conflict between the terms of this EULA and those contained in any purchase order or other document between Licensor and Customer, this EULA will control. This EULA may not be amended, modified or supplemented except in writing, signed by Licensor and Customer.

This EULA will be binding upon and will inure to the benefit of Licensor and Customer and their respective permitted successors and permitted assigns. The headings in this EULA are for reference only and will not affect the interpretation of this EULA. For purposes of this EULA, unless a clear contrary intention appears: (i) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding that term; (ii) "or" is used in the inclusive sense of "and/or"; and (iii) references to Sections refer to Sections of this EULA.

8.4   Waiver, Cumulative Remedies. No waiver by Licensor of any of the terms or provisions of this EULA will be effective unless explicitly set forth in writing and signed by Licensor. No waiver by Licensor will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by that written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from or related to this EULA by Licensor will operate or be construed as a waiver of that right, remedy, power or privilege; nor will any single or partial exercise of any right, remedy, power or privilege under this EULA by Licensor preclude an other or further exercise of that right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. The rights and remedies of Licensor under this EULA are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise available to Licensor.

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8.6   Use by U.S. Government. The Licensed Software and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, as amended, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this EULA. Unpublished rights are reserved under the United States Copyrights Laws.

8.7   Equitable Remedies. Customer agrees that irreparable damage would occur if any provision of this EULA were not performed in accordance with the terms and conditions of this EULA (including Section 2.3(b)) and that Licensor will be entitled to equitable relief, including injunctive relief or specific performance and the terms and conditions of this EULA, in addition to any other remedy to which they are entitled at law or in equity.

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