

**SOFTWARE LICENSE AGREEMENT**  
**[FOR SALES TO PROFESSIONALS]**

**YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE INSTALLING THIS SOFTWARE PACKAGE. WHOEVER INSTALLS THIS SOFTWARE PACKAGE MUST EITHER BE THE PERSON WHO ACQUIRED THE SOFTWARE OR A PERSON AUTHORIZED BY THE PERSON OR ENTITY WHO ACQUIRED THE SOFTWARE TO ACCEPT THE FOLLOWING TERMS ON SUCH PERSON'S OR ENTITY'S BEHALF. "YOU" AND "YOUR" SHALL REFER TO THE PERSON OR ENTITY WHO ACQUIRED THIS PRODUCT. BY PRESSING THE "I ACCEPT" BUTTON IN THIS DIALOG BOX YOU AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THEM, YOU SHALL OBTAIN NO LICENSE TO THE SOFTWARE AND YOU SHOULD PROMPTLY RETURN THE SOFTWARE PACKAGE, UNINSTALLED, TO THE PLACE OF PURCHASE.**

LICENSE. Upon your acceptance of this License Agreement (the "Agreement"), Snap-on Incorporated ("Snap-on") grants, subject to the terms and conditions of this Agreement, to the person or business entity who originally acquired the Software Products ("Software") a non-exclusive, non-transferable (except as permitted below), personal license to use the Software ("License"). The Software in this package is a proprietary product of Snap-on and is protected by copyright law, as well as other intellectual property laws. Snap-on retains title and ownership of the Software, and it is being licensed to you and not sold. All rights, not expressly granted to you, are reserved by Snap-on.

PERMITTED USES. YOU MAY: (i) install the Software on a single automotive diagnostic computer provided you keep the original solely for backup or archival purposes; (ii) transfer the Software and License to another party if the other party agrees to accept the terms and conditions of this Agreement, you retain no copies of the Software, and you transfer all of the Software to such other party.

PROHIBITED USES. YOU MAY NOT, unless it is absolutely necessary in order to obtain the information necessary to achieve the interoperability of the Software with other software and provided that (A) these actions are performed by a person entitled to use a copy of the Software or on such person's behalf by a person authorized to do so; (B) the information necessary to achieve interoperability has not previously been made readily available to the persons referred to above; and (C) these actions are limited to the parts of the Software which are necessary to achieve interoperability: (i) copy the Software into any machine readable or printed form for backup or archival purposes; (ii) modify, merge, translate, decompile, reverse engineer, disassemble, decode, or otherwise alter or attempt to derive the source code of the Software. The information thus obtained may not be (i) used for any purpose other than to achieve the interoperability of the Software, (ii) given to third parties, except where necessary for the interoperability of the Software or (iii) used for the development, production or marketing of any software substantially similar in its expression to the Software, or for any other action which infringes copyright in the Software.

In addition, YOU MAY NOT: (i) use the Software on more than one computer at the same time; (ii) separate the Software's component parts for use on more than one computer; (iii) transfer, assign, rent, lease, sell, or otherwise dispose of the Software on temporary or permanent basis except as expressly provided herein; (iv) use the Software in any outsourcing, timesharing or service bureau arrangement; and/or (v) provide, disclose, divulge or make available to, or permit use of the Software by any third party without Snap-on's prior written consent. You will not remove any proprietary notices from the Software and will include such notices on any authorized copies of the Software.

TERM. The License is effective until terminated. You may terminate it at any time by destroying the Software. The License will also terminate automatically upon notice from Snap-on if you fail to comply

with any provision of this Agreement. You agree upon such termination to destroy the Software and upon Snap-on's request to certify in writing that you have so destroyed the Software.

**LIMITED WARRANTY.** Snap-on warrants, for a period of sixty (60) days from the date of delivery to you as evidenced by a copy of your sales receipt, that the Software will perform substantially in accordance with the accompanying technical specifications in the documentation, under normal use. THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY), ALL OF WHICH ARE DISCLAIMED BELOW. THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THAT IS PROVIDED TO YOU AND IS NOT TRANSFERABLE OR ASSIGNABLE.

**WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THE ABOVE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

SNAP-ON AND ITS AFFILIATED COMPANIES DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR IN TERMS OF YOUR REQUIREMENTS. ALSO, THERE IS NO WARRANTY OF TITLE OR NONINFRINGEMENT IN THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SNAP-ON OR ITS AFFILIATED COMPANIES, OR THEIR RESPECTIVE AGENTS, DISTRIBUTORS, DEALERS AND EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SNAP-ON DOES NOT WARRANT THE OPERATION OF THE SOFTWARE TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SNAP-ON MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, SEQUENCE, RELIABILITY OR OTHERWISE OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

**YOUR EXCLUSIVE REMEDY.** If, during the sixty (60) day warranty period, the Software fails to comply with the limited warranty set forth above, provided you notify Snap-on within such sixty (60) day warranty period, Snap-on shall, at Snap-on's sole option, either: (i) the return the price paid (if any) for the Software; or (ii) repair or replace at no charge, the Software not meeting the Limited Warranty, and which is returned to Snap-on at your expense with a copy of the sales receipt. THE FOREGOING IS SNAP-ON'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO BREACH OF THE LIMITED WARRANTY. IF FAILURE OF THE SOFTWARE HAS RESULTED FROM ACCIDENT, ABUSE, MISUSE OR MISAPPLICATION, SNAP-ON SHALL HAVE NO RESPONSIBILITY WHATSOEVER. ANY REPLACEMENT SOFTWARE WILL BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD OF SIXTY (60) DAYS.

**EXCLUSION OF CONSEQUENTIAL, INCIDENTAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SNAP-ON NOR ANY ONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE

SOFTWARE, INCLUDING BUT NOT LIMITED TO SNAP-ON'S AFFILIATED COMPANIES, DISTRIBUTORS OR DEALERS SHALL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL OR CONFIDENTIAL INFORMATION, OR ANY OTHER PECUNIARY LOSS, DAMAGES FOR LOSS OF PRIVACY, OR FOR FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR TO EXERCISE COMMERCIALY REASONABLE CARE OR FOR NEGLIGENCE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE SUCH SOFTWARE, EVEN IF SNAP-ON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **IN NO EVENT WILL SNAP-ON'S OR ITS AFFILIATED COMPANIES' TOTAL LIABILITY FOR ANY AND ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE.** SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**TAXES AND CHARGES.** You will be responsible for all applicable federal, state or local taxes, tariffs or duties, now or hereafter imposed except for those taxes related to the income of Snap-on.

**EXPORT ADMINISTRATION COMPLIANCE.** This Agreement is made subject to any restrictions concerning the export of the Software from the United States of America or the country in which you are located. You will comply fully with all relevant export laws and regulations of the United States and any local country, and you will not export, directly or indirectly, the Software nor any other technical data received from Snap-on, nor any part thereof, in violation of such laws.

**RESTRICTED RIGHTS.** The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by or on behalf of any unit or agency of the United States Government (the "Government") is subject to restrictions as set forth in subparagraph (c)(1) of the Rights in Technical Data and Computer Licensed Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Licensed Software---Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Snap-on Incorporated or one of its affiliates, 2801 80<sup>th</sup> Street, Kenosha, WI 53143.

**GOVERNING LAW; EXCLUSIVE JURISDICTION.** This Agreement will be governed by the laws of the State of Wisconsin (excluding its choice of laws principles). **YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL COURTS SITTING IN MILWAUKEE COUNTY, WISCONSIN, UNLESS NO FEDERAL JURISDICTION EXISTS, IN WHICH CASE YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN ANY STATE COURT LOCATED IN MILWAUKEE COUNTY, WISCONSIN. YOU WAIVE ALL DEFENSES OF LACK OF PERSONAL JURISDICTION AND FORUM NON CONVENIENS.** The parties hereby expressly agree that this agreement shall not be governed by the United Nations convention on contracts for the international sale of goods.

**GENERAL.** You agree that this Agreement is the complete and exclusive statement of the Agreement between you and Snap-on which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Snap-on relating to the subject of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Any failure by either party to require strict performance by the other of any provision of this Agreement will not constitute a waiver of such

provision or thereafter affect the party's full rights to require strict performance. This Agreement may only be amended by specific written amendment signed by authorized representatives of both parties.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.