

## Licensing agreement - Disclaimer

**IMPORTANT – READ CAREFULLY:** Read through carefully and make sure you understand all the rights and restraints detailed in this licensing agreement for the software to be used with diagnostic equipment ("Licensing agreement"). The licensing agreement has two (2) sections: 1) License and conditions for the software; and 2) General conditions for both the license and conditions for the SOFTWARE and for the diagnostic equipment.

Your agreement. BY CLICKING "ACCEPT", BY USING THE DIAGNOSTIC EQUIPMENT, OR BY INSTALLING, COPYING OR BY OTHER WAY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE LICENSING AGREEMENT. When you click "Accept" this is equivalent to your signature and means you approve the entire licensing agreement. If you do not wish to accept the conditions you do none of the above and return both the diagnostic equipment and the SOFTWARE to the producer.

Prior to connection, start-up and usage of the diagnostic equipment, the user guide for the diagnostic equipment should be read through carefully, to eliminate uncertainty and risks associated with the diagnostic equipment. All usage including connection near the engine or ignition system should be carried out only when the engine is not active and the ignition is off. Those who assign the diagnostic equipment to another person shall also pass on the safety instructions and necessary information for how the use of the diagnostic equipment shall be carried out in accordance with its intended use.

To as great an extent as possible, all data in the SOFTWARE is based on information from the car manufacturer. The producer does not guarantee that the data or the software are correct or complete. The producer accepts no responsibility for damages caused by incorrect software or data. In all cases the responsibility is limited to the amount the buyer paid at the time of purchase for the diagnostic equipment. This exemption from responsibility does not cover damages caused deliberately by the customer or through gross negligence.

The SOFTWARE automatically adjusts to varying markets and regions by choosing the country during installation. This ensures that the customer receives the best diagnostic equipment relating to the vehicle database and program functionality for the applicable conditions in that region.

The licensing agreement is a legal agreement between you (either as a physical person or a legal body, referred to as "you" in the licensing agreement) and the producer. The product that the contract applies to is referred to as "diagnostic equipment" in the licensing agreement. "SOFTWARE" refers the software that is intended to be used with the diagnostic equipment in question, as well as all associated media (including copies), all printed material, and all online documentation or electronic documentation, authorised upgrades or supplements for the software.

### Section 1: LICENSE and CONDITIONS for the SOFTWARE

The SOFTWARE is protected by copyright legislation and international copyright agreements, as well as other intellectual property laws and international agreements. The SOFTWARE is not sold, it is licensed.

GENERAL LICENSE CONDITIONS FOR THE SOFTWARE. The licensing agreement gives you the following rights:

**UPGRADES FOR THE OPERATING SYSTEM.** The SOFTWARE can contain program updates for operating system components required for the SOFTWARE to work. Such program updates for the operating system are licensed to you according to the licensing conditions that apply to the operating system, or a separate licensing agreement for end users enclosed with upgrades. The licensing agreement does not apply for such upgrades.

**RESTRAINTS FOR REVERSE ENGINEERING, DECOMPILING AND DISMANTLING.** You have no right, with the exception of what is specifically allowed according to law, the right to perform reverse engineering, decompiling, or in any other way exploit the SOFTWARE.

**LETTING.** You have no right to let, lease, or lend the SOFTWARE.

**NOT STAND ALONE.** The SOFTWARE is licensed solely for use with the diagnostic equipment as one integrated unit in accordance with the licensing agreement. The SOFTWARE may only be used with the diagnostic equipment and not with other units. The SOFTWARE may not be transferred from the diagnostic equipment.

**ASSIGNMENT OF SOFTWARE.** You have the right to permanently assign all your rights according to the licensing agreement, under the condition you do not retain copies of the SOFTWARE, you assign the SOFTWARE in its entirety (including all components, associated media and printed material, any upgrades, the licensing agreement), together with the diagnostic equipment, and that the receiver accepts the conditions in the licensing agreement. If the SOFTWARE PART is an upgrade the assignment must include all previous versions of the SOFTWARE.

**TERMINATION.** Without restricting the other rights of the producer the producer has the right to terminate the licensing agreement if you violate any one of the relating conditions. In such a case you must destroy all copies of the SOFTWARE and all of its components.

**RESERVING OF RIGHTS.** The producer reserves all rights that are not specifically granted to you in the licensing agreement.

COPYRIGHT. Proprietorship and all intellectual property rights to and in the SOFTWARE (including, but not limited to images, photographs, animations, videos, sound, music, text, and "applets" that are included in the SOFTWARE), the enclosed printed material and copies of the SOFTWARE belong to the producer or producers. Proprietorship and all intellectual property rights to and in the content that is not included in the SOFTWARE but can be accessed by using the SOFTWARE, belongs to the respective content owners, and is protected by appropriate copyright or other intellectual property laws and conventions. This licensing agreement does not give you any rights to use such content. The use of online services that can be accessed via the SOFTWARE can be regulated by the conditions for use for each respective service. If the SOFTWARE contains documentation in electronic form you have the right to print out a copy. You do not have the right to copy the written material included with the diagnostic equipment and the SOFTWARE. All rights that are not specifically granted in the licensing agreement are retained by the producer and producers.

## **Section 2: General conditions for both the license and conditions for the SOFTWARE and for the diagnostic equipment.**

The following conditions apply for the SOFTWARE and for the diagnostic equipment.

### DISCLAIMER FROM GUARANTEE RESPONSIBILITY

With the exception of guarantees that can not be removed by contract, YOU ACCEPT THAT THE SOFTWARE, DIAGNOSTIC EQUIPMENT AND ALL SUPPORT SERVICES: (1) ARE DELIVERED IN THEIR EXISTING CONDITION AND THAT YOU BEAR THE ENTIRE RISK FOR QUALITY, PERFORMANCE, CORRECTNESS, AND CAPACITY, and (2) that THE PRODUCER LEAVES NO, AND DISCLAIMS ALL OTHER GUARANTEES, REGARDLESS OF THEIR NATURE, INCLUDING BUT NOT LIMITED TO: ALL IMPLIED GUARANTEES FOR GENERAL APPROPRIATENESS OR APPROPRIATENESS FOR A CERTAIN PURPOSE OR FOR SYSTEM INTEGRATION, OR GUARANTEES ARISEN FROM TRADE PRACTICE OR NEGOTIATION, ALL RESPONSIBILITY FOR PROFESSIONAL PERFORMANCE OR THE ABSENCE OF NEGLIGENCE and; ALL POSSIBLE IMPLIED OR SIMILAR OBLIGATIONS REGARDING TRANSFER, ACCESSIBILITY, CORRECTNESS, FUNCTIONALITY, OR THE ABSENCE OF VIRUSES OR MALWARE. Additionally NO GUARANTEE WILL BE GIVEN REGARDING PROPRIETORSHIP OR THE ABSENCE OF DISTURBANCE OF YOUR USE OF THE SOFTWARE, DIAGNOSTIC EQUIPMENT, SUPPORT SERVICES OR THE NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR SUCH LIKE.

DISCLAIMING FROM RESPONSIBILITY FOR UNEXPECTED DAMAGES, CONSEQUENT DAMAGES AND CERTAIN OTHER DAMAGES. WITH THE EXCEPTION OF WHAT RESULTS FROM MANDATORY LAW THE PRODUCER SHALL NOT BE RESPONSIBLE FOR:

(i) CONSEQUENT DAMAGES;

(ii) DAMAGE OR LOSS IN ANY WAY AS A RESULT OF NON PROFIT, OPERATIONS BREAKDOWN, LOSS OF DATA OR SECRECY OR CONFIDENTIALITY, LACK OF ABILITY TO USE IN WHOLE OR IN PARTS THE DIAGNOSTIC EQUIPMENT OR SOFTWARE, PERSONAL INJURIES OR FAILURE TO FULFIL AN OBLIGATION (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GOOD FAITH OR PROFESSIONAL PERFORMANCE); OR

(iii) INDIRECT DAMAGES OR DAMAGES THAT EARN THE RIGHT TO DAMAGE CLAIMS IN ADDITION TO THE ACTUAL DAMAGE AS A RESULT OF OR IN ANY WAY RELATED TO THE SOFTWARE, THE DIAGNOSTIC EQUIPMENT OR THE SUPPORT SERVICES. THE ABOVE MENTIONED APPLIES EVEN IF THE PRODUCER HAS INFORMED THAT SUCH DAMAGES CAN OCCUR; AND EVEN IF FALSE, ACTIONS THAT GIVE THE RIGHT TO NON CONTRACTUAL DAMAGE CLAIMS (INCLUDING NEGLIGENCE), STRICT RESPONSIBILITY OR PRODUCT RESPONSIBILITY, FALSE DESCRIPTION OR OTHER CAUSE EXISTS.

LIMIT OF LIABILITY AND CONSEQUENCES. FOR ALL OTHER OFFENCES AGAINST THE LICENSING AGREEMENT OF THE PRODUCER, YOU ACCEPT THAT YOUR SOLE CONSEQUENCE FOR SUCH AN OFFENCE OR OTHER CIRCUMSTANCES IN RELATION TO SECTION 1 OR 2 OF THE LICENSING AGREEMENT OR TO THE SOFTWARE, DIAGNOSTIC EQUIPMENT OR SUPPORT SERVICES SHALL BE, ACCORDING TO THE DECISION OF THE PRODUCER, (1) repair or compensation for the whole or parts of the SOFTWARE, diagnostic equipment or support services (including but not limited to repair or compensation with components from other manufacturers); or (2) reimbursement of that amount you paid for the SOFTWARE, diagnostic equipment or support services that caused your damage, the amount shall not exceed the actual damages you incurred due to reasonable confidence in the SOFTWARE, diagnostic equipment or support services, or (3) with reference to the support services, a lesser or other compensation or limit in the number that applies to these services. You accept that with the exception of damages in the licensing agreement and this disclaimer from all guarantee responsibilities shall apply even if the consequences do not fulfil the basic purpose. The limitations do not apply to responsibilities that can not be excluded or limited in accordance with the appropriate law.

All usage of the diagnostic equipment and/or the software that has not been approved by the producer constitutes a modification of our products, and therefore no guarantee applies. Our products may not be modified in any way. Only original accessories and spare parts may be used, which also applies to adapter cables. All deviations from this will render any claims invalid. The diagnostic equipment and software may only be used by operating systems approved by the producer. If the diagnostic equipment is used with an operating system not approved by the producer, the guarantee will cease to apply. Additionally the producer will not accept any responsibility for damages and consequences arisen due to the use of a non approved operating system. Note that the vehicle manufacturer's instructions must always be followed when working on a vehicle. The producer will accept no responsibility for damages and consequences arisen due to the vehicle manufacturer's instructions for the vehicle not being followed.