

WITECH DIAGNOSTIC APPLICATION AS A SERVICE AGREEMENT

This is a legal agreement (the "Agreement") between you (a FCA US dealer or other authorized user of one or more WITECH® 2.0 Diagnostic Applications (the "Applications")) and FCA US LLC (hereinafter referred to as "FCA US") with respect to your use of such Applications and, FCA US's provision of such Applications as a service to you (the "Services").

BY CLICKING "I ACCEPT", ACCESSING OR USING THE APPLICATIONS OR THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK "I ACCEPT" AND DO NOT ACCESS OR USE THE APPLICATIONS OR THE SERVICES. IF YOU ARE A DEALER AND ARE A PARTY TO A SOFTWARE LICENSE, DATA EXCHANGE AND ELECTRONIC COMMERCE AGREEMENT (HEREINAFTER, AN "E-COMMERCE AGREEMENT") WITH FCA US, THEN THE TERMS OF THE E-COMMERCE AGREEMENT SHALL ALSO APPLY TO YOUR USE OF THE APPLICATIONS AND THE SERVICES AND SHALL CONTROL IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE E-COMMERCE AGREEMENT.

FCA US may change, modify, and/or add to the Agreement, in whole or in part, at any time. FCA US will notify you of any such changes by notification within the WITECH 2.0 user interface. Such changes will be effective on the effective date specified in the revised Agreement. FCA US may require that you signify acceptance to any revised Agreement by electronically clicking on a button or link that references the revised Agreement. Your use of and access to the Services or any part thereof after any changes become effective will be considered your acceptance of those changes and will constitute your agreement to be bound thereby. If you object to any such changes, you may not continue to use or access the Services and any part thereof and your sole recourse will be to stop using the Applications and the Services.

"Affiliate" means, with respect to FCA US, any other entity that directly, or indirectly through one or more intermediaries, is Controlled by FCA US.

"Authorized User" means your employees or contractors that are acting within the scope of their employment or contractor relationship with you and who agree to be bound by this Agreement by clicking "Accept" below or accessing or using the Applications or the Services.

"Controlled by" with respect to the relationship between or among two or more entities, means (i) the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of an entity, whether through the ownership of voting securities, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such entity; or (ii) beneficial ownership, directly or indirectly, of 20% or more of the total limited liability company interests, of the total ordinary voting power of the capital stock, or of the other securities, of such entity.

“ECU Flash” is one of the functionalities included in the Applications that provides the ability to update the electronic control unit (“ECU”) software on a customer FCA US Enterprise branded vehicle with new software that addresses a safety, emission or customer concern. The software updates (“Flashes”) that are available to the Authorized User are in support of an FCA US Enterprise service bulletin or recall campaign.

“FCA US Enterprise” means FCA US and its Affiliates and each of their respective employees and supplemental workers and third party vendors and service providers.

“FCA US Authorized VCI” means the FCA US authorized microPOD device that will receive instructions from the wiTECH 2.0 system and communicate to the FCA US Enterprise branded vehicle via the J1962 diagnostic port.

“Scan Tool” means J2534 compliant third party scan tool.

"UI" means the user interface display and usability platform of the Application for computers, tablets, mobile devices, or other hardware used to access the Services. It includes, but is not limited to, the layout, color scheme, HTML pages and the like, including the underlying software code.

1. LICENSE GRANT AND USE. The Application may include a UI which may operate on a personal computer or other device under your control. FCA US grants to you the non-exclusive right to (i) use the Services, and (ii) install the UI on devices under your control solely for use with the Services, in each case, for the sole purpose of performing authorized service to FCA US vehicles in accordance with the terms of this Agreement (the "Specified Purpose"), and for no other purpose. This license may not be sublicensed. It may not be transferred to any other entity (including your subsidiaries or affiliates) without FCA US's written approval. This license terminates upon the termination of this Agreement.

2. USE RESTRICTIONS.

a. General Restrictions. You may not use the UI, the Applications or the Services for any purpose other than for the Specified Purpose. Under no circumstances may you use the UI, the Applications or the Services to directly or indirectly do or attempt to do any of the following:

- Engage in activity that harms or disrupts the operation or performance of the Application or Services, or engage in activities that would encourage other parties to cause harm or disruption to the Application or Services;
- Disrupt or interfere with the use of the Applications or the Services by others;
- Permit others to use your login credentials, including user id or password, to login to the UI, the Applications or the Services, or share your login credentials with others;
- Intercept, tap into, or damage any active user session, network connection, or other communication ;

- Misrepresent your identity or impersonate any person to attempt to gain access to the Services or Application;
- Use the Application or Services to publish, post, share, copy, store or distribute malware, including viruses, Trojan horses, worms, or any other similar applications that may damage the operation of the Application or Services or another persons device;
- Circumvent, disable, interrupt, limit or otherwise impair the functionality or security of the UI, the Application or the Services or any other software or systems;
- Circumvent any copy protections of the UI, Applications or Services, decrypt any encrypted software or data, or attempt to obtain access keys that could disable copy protections or decrypt any encrypted software or data;
- Circumvent or assist others in circumventing access controls that limit access to the Services and Applications to those that are authorized by FCA US to access the Services and Applications;
- Use the Applications or Services in a manner that results in excessive bandwidth usage, as determined by us;
- Engage in any activity or conduct that violates law, is abusive, harassing, defamatory, tortuous, obscene, or invasive of another's privacy; or
- Use the Applications or the Services for any purpose other than the Specified Purpose.
- Utilize the ECU Flash feature and capabilities for bench-top reprogramming;
- Utilize the ECU Flash feature and capabilities with purpose of selling a pre-programmed part to a third party;
- Utilize the ECU Flash feature and capabilities to reprogram the ECU software and/or install the reprogramed ECU on an assembly part with purpose of selling to a third party;
- Use of a device that is physically placed between FCA US Authorized VCI or Scan Tool and FCA US Enterprise branded vehicle's J1962 diagnostic port, that is capable of but not limited to, relaying vehicle communications over an internet connection.

b. Data Usage Restrictions. Unless otherwise approved in a separate written agreement signed by you and an authorized representative of FCA US, you are permitted to use the Applications to access diagnostic data only by using either of the following approved methods:

- You may use the Applications to access data that is transferred directly from an FCA US Authorized VCI, to the Applications over an internet connection, but only if such data has been transferred to the FCA US Authorized VCI directly from an FCA US Enterprise branded vehicle's J1962 diagnostic port.
- You may use the Applications to access data that is transferred directly from a computer system to the Applications over an internet connection, but only by using FCA US's authorized wiTECH 2.0 J2534 application if such data has been transferred to such wiTECH 2.0 J2534 application running on the computer system directly from a Scan Tool that is being used at the same

physical site or facility as such computer system, and only if such data on the Scan Tool was transferred directly from an FCA US Enterprise branded vehicle's J1962 diagnostic port.

3. ACKNOWLEDGEMENT. You acknowledge and agree that:

- All intellectual property rights, including without limitation copyright, to the Applications and the Services are owned by FCA US or its licensors, as applicable, and they retain all right, title and interest therein. All rights not explicitly granted to you are reserved by FCA US.
- You shall not, in whole or in part, alter, reverse engineer, copy, derive source code from, disassemble, decompile or create derivative works of the Applications including its software and any associated documentation (on-line or otherwise), remove any copyright or proprietary notices from any part of the Applications, or use any trademarks, service marks or trade names of FCA US or any of its Affiliates without FCA US's prior written consent.
- You shall not loan, rent, lease or otherwise provide the Applications or the Services (or any part thereof), or access thereto, to any third party.
- You shall not export the Applications or the Services (or any part thereof) to any person, entity, or destination, which the United States government, at the time of export requires an export license or other governmental approval without first obtaining such license or approval. This compliance obligation survives termination or expiration of this Agreement.
- You shall only utilize the ECU Flash feature to reprogram the ECUs intended for FCA US Enterprise branded vehicle.
- Service documentations shall be read in full prior to ECUs being updated with new software.

4. LICENSE FROM YOU. You may make information available to FCA US and FCA US may access and collect information from you in conjunction with your use of the Applications and the Services, including vehicle repair information. You grant to FCA US a non-exclusive, royalty-free, perpetual license to store, access and use such information. These licenses are irrevocable. FCA US may disseminate such information within the FCA US Enterprise or to its contractors or other third parties in connection with FCA US's business. FCA US's business includes its efforts to more effectively design, produce, market, sell and service vehicles, parts and other products, and to design more effective programs and processes for their promotion and sale. FCA US may disseminate data concerning individual vehicle repairs to other dealers, and to other vehicle service providers as requested by the vehicle owner or user, and for the purpose of assisting in the repair of that particular vehicle. FCA US may disseminate information obtained from you for any purpose to entities outside of the FCA US Enterprise if such information is anonymized or aggregated so that you or individual consumers may not be easily and readily identified solely through the use of such

information. FCA US may provide the information obtained from you in response to a subpoena or other legal demand to which FCA US or a company that is part of the FCA US Enterprise believes it must reply.

5. ACCESS TO YOUR COMPUTER OPERATIONS. FCA US may access and write data from time to time to your computer storage mechanisms, for the purpose of updating computer operations, files or data provided to you by FCA US, as FCA US deems necessary to provide the Applications and the Services. You acknowledge that reasonable computer operations require regular backup of data.

6. YOUR ACCESS TO FCA US DATA. The FCA US Applications and following categories of data made available to you through the Services are confidential information of FCA US: (i) VIN, ECU re-flash applicability, and recall and rapid response transmittal applicability, (ii) FCA US ECU diagnostic data for the connected vehicle (human readable format), and (iii) vehicle communications interface (VCI) device information for connected device, including connected network name and software level ("Confidential Information").

FCA US grants to you a non-exclusive, royalty-free license during the term of this Agreement to access and use the confidential data FCA US makes available to you ("FCA US-confidential information"), subject to the requirements of this Section.

- **Access.** FCA US shall determine, in its sole discretion, the nature and identity of the FCA US-confidential information it makes available to you.
- **Ownership.** You agree that FCA US is the owner of the FCA US-confidential information made available.
- **No Warranty.** While FCA US believes that all FCA US-confidential information is accurate as of the time it is made available to you, FCA US does not warrant the accuracy of the information, and is not liable for any inaccuracies.
- **Use Limited to FCA US-Related Operations.** You will use any FCA US-confidential information made available to you solely for the Specified Purpose in accordance with the terms of this Agreement and for no other purpose. For the avoidance of doubt, you will not use FCA US-confidential information in connection with any non-FCA US-related operations, and will not use or disclose any FCA US-confidential information in a manner not expressly permitted by this Agreement or to the detriment of FCA US.
- **Standard of Care.** You will treat all FCA US-confidential information as confidential. Except as set forth below, you will not disseminate any FCA US-confidential information to any person not employed by you. You will safeguard all information obtained in strict confidence.
- **Requirements for Use and Dissemination.** You may use or disseminate current product information obtained from FCA US if you comply with all of the following requirements: (i) the information is disseminated only in connection with your marketing, sale and service of FCA US's products; (ii) the information must not be changed in any way that would make it untrue, inaccurate, misleading or deceptive; (iii) the information is kept up to date, and revised as necessary to comply with these requirements; and (iv) the information is not

retransmitted to any third party. You are solely responsible for the use and dissemination of the current product information. Upon the receipt of notice from FCA US, you will cease dissemination of any current product information and limit or cease use of any disseminated current product information made available by you.

- Response to Subpoenas. You may provide the FCA US-confidential information obtained from FCA US in response to a valid subpoena or other legal demand to which you must reply. You will give FCA US timely actual notice of the receipt of the demand and of the information requested. FCA US may intervene to protect its interests at its own expense, and you will assist FCA US in any intervention.

7. PAYMENT. All charges for Services made available under this Agreement will be billed to you, and must be paid within the terms communicated to you from time to time by FCA US. Weekly or recurring charges for the Applications and Services shall begin on the date the Services are first made available to you for your use, and shall end on the date the Service is actually terminated by either FCA US or you. Charges may include any taxes, transportation or shipping charges, and insurance charges that may apply. Price changes shall be communicated to you in writing or electronically by FCA US. They will be effective when sent. If you fail to make timely payment of the amounts due to FCA US, FCA US may recover its costs of collection including reasonable attorneys' fees. Additional fees for ECU Flash may apply.

8. WARRANTY DISCLAIMER AND LIABILITY DISCLAIMER. Except to the extent you are party to an E-Commerce Agreement and the E-Commerce Agreement provides otherwise:

- FCA US PROVIDES THE APPLICATION AND THE SERVICE "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE APPLICATION IS ERROR FREE, OR THAT IT IS FREE FROM INFRINGEMENT; and
- In no event will FCA US or its Affiliates be liable for any direct, indirect, special, incidental, economic, cover, or consequential damages arising out of the use or inability to use the Application or the Services or any associated documentation, including, without limitation, damages or costs relating to the loss of profits, business, goodwill, data, or computer programs, business interruptions, or to other pecuniary loss, even if advised of the possibility of such damages.

9. FEEDBACK. FCA US is free to use any comments, suggestions, recommendations, and other feedback, including without limitation, with respect to modifications, enhancements and improvements, ("Feedback") you provide with respect to the Services for any purpose, without obligation. By submitting Feedback to FCA US, you agree that you have the right to provide Feedback to FCA US and that you hereby agree to grant and hereby do grant FCA US an irrevocable, worldwide, perpetual, royalty-free license to use the Feedback for any purpose, including without

limitation, to incorporate any such Feedback into the Services that FCA US generally provides to dealers and others.

10. INDEMNITY. You agree to indemnify, defend, and hold harmless each of the entities in the FCA US Enterprise and each of their officers, directors, employees, agents, licensors, representatives, vendors, and third-party service providers from and against all liabilities, claims, and expenses, including reasonable attorney's fees, arising out of or related to a third-party claim arising out of or related to your use of the Applications or the Services in violation of the terms and conditions of this Agreement.

11. OUR RIGHT TO SUSPEND YOUR USE OF THE SERVICES. FCA US may suspend the Services, including any portion thereof, at any time for any reason and without notice to you without incurring liability of any kind. For example, FCA US may suspend your access to or use of the Services for: (i) the actual or suspected violation of this Agreement; (ii) the use of the Services in a manner that may cause FCA US to have liability; or (iii) our suspicion or detection of malicious code, virus or other harmful code associated with your account. If, in our determination, the suspension might be indefinite or FCA US has elected to terminate your access to the Services, FCA US may use reasonable efforts to notify you.

12. TERMINATION. This Agreement terminates on the date that your E-Commerce Agreement terminates, if you have one in place with FCA US, and is not replaced by another agreement between FCA US and you. Additionally, FCA US may unilaterally terminate this Agreement at any time for any reason upon written or electronic notice to you.

13. GOVERNING LAW. This Agreement is governed by the laws of the State of Michigan, United States of America, as if to be fully performed therein and without reference to conflict of law principles. The provisions of the United Nations Conventions on the Internal Sale of Goods will not apply to this Acknowledgment and Agreement.

14. INJUNCTIVE RELIEF. You acknowledge that unauthorized use of the Applications or Services or unauthorized disclosure, use or disposition of any FCA US-confidential information would cause irreparable harm and significant injury to FCA US that would be difficult to ascertain. Accordingly, you agree that FCA US shall have the right to an immediate injunction against any breach, threatened breach or attempted breach of this Agreement, in addition to any other remedies that may be available at law or in equity. You waive the requirement of any bond being posted as security for such equitable relief.

15. ASSIGNMENT. This Agreement cannot be assigned or transferred by you without the prior written or electronically transmitted consent of FCA US. FCA US may assign its rights and delegate its obligations under this Agreement to another company that is part of the FCA US Enterprise. This Agreement binds the parties to it, their heirs, successors, legal representatives and permitted assigns.

16. PRIVACY. You will comply with your privacy policy when using the Applications. FCA US's DealerCONNECT Privacy Statement applies to the Applications, which can be found at

- https://dealerconnect.chrysler.com/portal/bzcontent/privacy_statements/Privacy_Statement_en_US.pdf

You agree that FCA US's DealerCONNECT Privacy Statement controls your use of the Applications and Services. To the extent You provide personally identifiable information to FCA US, You represent and warrant that You have taken all steps legally required under applicable data protection, privacy, security or related laws, including but not limited to providing notice and/or obtaining individual consent, in order to disclose, transfer or otherwise provide such personally identifiable information to FCA US.

17. COMPLIANCE WITH LAW. You agree to comply with all applicable local, state, national and foreign laws, rules and regulations in connection with your access to or use of the Services.

18. ENTIRE AGREEMENT. There are no other promises, representations or inducements concerning the subject matter of this Agreement except those contained in it or in the E-Commerce Agreement. The terms of this Agreement are contractual and not mere recitals.

19. NO WAIVER. If either FCA US or you fail to enforce any right arising under this Agreement on any occasion, the failure shall not waive that or any other right.

20. STRICT CONSTRUCTION. This Agreement may not be construed more strictly against either party.

21. NO AGENCY. You and FCA US are not agents of each other, and have no fiduciary relationship to the other. Nothing in this Agreement shall create any inference of an agency or fiduciary relationship.

Should you have any questions concerning this Agreement, FCA US software use policies, or want to communicate your disagreement with this Agreement; in the U.S., write to: FCA US LLC Technical Service Operations CIMS 484-00-71, 800 Chrysler Drive, Auburn Hills, Michigan 48326-2757

By clicking "Accept" below or otherwise accessing the Applications or the Services, you agree to be bound by this Agreement. Do not click "Accept" or access or use the Applications or the Services if you do not agree.

Last revised: June 29, 2020