

## *U-Tune Tuning Software License Agreement.*

To purchase the U-Tune Software, users must agree to the terms and conditions outlined herein. Selecting the "I agree" button on the purchase page is a contractual agreement by the purchaser that they have read, understand, and accept the terms and conditions outlined herein. This document and information provided with your purchase shall be maintained on file with Unichip of North America, Inc. (hereinafter UNA).

1. Definitions
  - a. "Licensee" is the person purchasing the U-Tune SW. The authorization to use the SW is not transferable to another person, entity, or organization without prior written authorization from Unichip of North America, Inc (hereinafter called UNA).
  - b. "Software" (hereinafter SW) means the U-Tune SW or any derivative or revision past or present thereof. SW additionally includes any future U-Tune SW releases or updates which may be provided to or made available to the Licensee. Software also includes any manuals, guides, or materials provided with the SW either as distributed with the SW or provided for the Licensee's use on the UNA website.
  - c. "Unlock Code" means the password generated and provided to the Licensee to release the SW from the limited use mode initially provided. The Unlock Code is a one time use password only valid on the computer the SW is initially loaded.
  - d. "Distribution Region" means the United States of America and its territories, Canada, and Mexico.
2. License specifications. Subject to this agreement's terms and conditions, UNA extends to the Licensee a non-transferable limited right to use the SW for the sole purpose of tuning Unichip computers.
  - a. Licensee agrees not to modify, reverse engineer, reverse compile, or otherwise disassemble the SW. Licensee may not use, reproduce, distribute, or dispose, in whole or in part, the SW other than as expressly permitted under this Agreement.
  - b. Licensee agrees not to provide or attempt to provide, either intentionally or inadvertently, the SW or access to the SW to any individual, entity, or company engaged in automotive tuning either in part or full time. This includes employees of such companies and individuals who create or endeavor to create tuning software.
  - c. Licensee acknowledges the SW and associated materials are proprietary to UNA and that UNA retains all right, title, and interest in the SW and materials including without limitation all copyrights, patents, trademarks, intellectual, and other proprietary rights. Except as expressly set forth herein, no other rights or licenses are granted or implied.
  - d. Licensee agrees that the SW is for personal use on their automotive project or automotive projects they are personally working on.
3. Effective date. This agreement is in effect from the date and time the agreement was electronically accepted during the purchase process.
4. Termination.
  - a. This agreement will continue until terminated as specified herein.
  - b. This agreement will automatically terminate if UNA and all of its parent or sister companies become insolvent. If UNA is purchased by another company, organization, or individual, the terms and conditions herein are automatically transfer in their entirety to that company, organization, or individual.
  - c. Should this agreement be terminated for any reason other than the insolvency of UNA and all of its parent and sister companies with no new company or organization having purchased UNA, all clauses from Section 2 shall survive until released by UNA or whatever company, organization, or individual purchases UNA.
5. Disclaimer of Warranties and Limitation of Liabilities.
  - a. The SW, as well as all UNA products, are offered and licensed on a "AS IS" basis. UNA makes no warranties, either express or implied, regarding the SW licensed hereunder including, without limitation, warranties with respect to the SW or any computer upon which the SW is deployed, installed, or used.
  - b. Purchase or use of the SW does not imply understanding of automotive tuning and UNA shall not be held liable for any damage to any part of any vehicle the Licensee may tune or perform any work or task on.
  - c. In no event shall UNA be liable for indirect, incidental, special, or consequential damages relating to this agreement or the SW whether under a theory of contract, warranty, tort (including negligence) or otherwise even if UNA has been made aware of the possibility of such damages. Licensee acknowledges that this allocation of risks is part of the bargain of this agreement.
6. Notices.
  - a. Any notices required under this Agreement will be deemed provided whenever:
    1. Notice is delivered personally.
    2. Notice is delivered by facsimile with a valid proof of delivery time stamp.
    3. Five business days after having been sent via registered or certified mail, postage prepaid, and return receipt requested.

- 7. Export
  - a. Licensee may not use or export the SW outside of the recognized borders of the Distribution Region.
- 8. Assignment
  - a. This Agreement may not be assigned by the Licensee by any means without the express written authorization received in advance from UNA.
- 9. Relationship of the Parties
  - a. Neither party may represent or bind the other party in any way and nothing stated herein will be construed as creating the relationships of joint ventures, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.
- 10. Violations
  - a. Violation of the terms and specifications contained herein by the Licensee may result in any or all of the following actions.
    - 1. Voiding of warranty for all UNA materials either hardware or SW purchased by the Licensee.
    - 2. Revocation of all Licensee passwords and denial to any and all UNA support material.
    - 3. Revocation of Licensee's Unlock Code and denial of issuance of a new Unlock Code.
    - 4. Legal action to recover damages as applicable.
- 11. Governing Law
  - a. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon as applied to agreements entered into and to be performed entirely within Oregon between Oregon residents. Any litigation or other dispute resolution between the parties relating to this agreement will take place in the District of Oregon in Portland. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that District.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_