

USER LICENCE AGREEMENT FOR STONERIDGE ELECTRONICS LTD SOFTWARE PRODUCTS

BY DOWNLOADING THIS SOFTWARE YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. BY INSTALLING THIS SOFTWARE AND STARTING THE PROGRAM YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

By using the Program, you agree to be bound by the terms of the Licence. If you do not agree to be bound by the terms of the Licence, you should not install, download or otherwise access the Program.

Stoneridge Electronics Ltd, hereinafter referred to as "Stoneridge", hereby grants you (hereinafter referred to as "the Customer"), and the Customer hereby accepts a non-transferable and non-exclusive licence to use the Stoneridge Software Product hereto (the "Program") under the following terms and conditions.

1. OWNERSHIP

The Program (which term as used herein shall include the machine readable material downloaded by the Customer, as well as the related copyrights or other industrial or intellectual property rights), are the property of Stoneridge, or licensed to Stoneridge with a right to sub-licence to the Customer and constitute a trade secret of Stoneridge or such third party licensor. The Customer acquires no title, right or interest in the Program other than the licence rights granted herein.

2. SECURITY

The Customer shall not remove from the Program any trade mark, trade name, copyright notice or other notice, and shall be responsible for their conservation on the copies received under this Agreement and for their reproduction on any back-up of the Program.

3. LICENCE

For the purposes of the Agreement "use of the Program" shall mean the copying of any portion of the instructions or data contained in the Program by transferring or reading from a medium into a machine in order to process data belonging to the Customer.

Program in source form data file layouts and design documentation of the Program are never considered optional or additional material of the Program and are neither delivered to the Customer nor licensed hereunder.

Under the licence granted to the Customer under this agreement, the Customer has the right to use the Program only on a single machine. The Customer shall not make any other use of the Program without the prior written permission of Stoneridge.

The Customer may not remove or alter any proprietary notices, labels or trade marks on the Program. The Customer may not attempt any error correction or decompilation of or modification to the Program to render it interoperable with any other software or hardware or for any other purpose. If the Customer wishes to carry out any such error correction, modification or decompilation, the Customer will first notify Stoneridge and allow Stoneridge at its option to provide the information necessary for such purposes.

4. TERM OF THIS LICENCE

This Agreement is effective only while the Customer's balance of Downloads (as defined in Stoneridge terms and conditions from time to time) is in credit or in the 12 month period following the date on which the Customer has fully utilised its Downloads.

5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

Stoneridge gives no warranties with respect to the Program licensed hereunder and all implied warranties, including warranty of merchantability and fitness for purpose are hereby excluded. IN NO EVENT WILL STONERIDGE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES EVEN IF STONERIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE MAXIMUM LIABILITY STONERIDGE SHALL BE LIMITED TO REFUND TO THE CUSTOMER IS THE PRICE PAID BY THE CUSTOMER FOR THE PROGRAM.

6. ASSIGNATION OF THE AGREEMENT

This Agreement and any licences granted hereunder to the Customer may not be assigned, sublicensed or otherwise transferred by the Customer to any third party without the prior written consent of Stoneridge. Stoneridge may assign or transfer its rights and obligations under this Agreement to any Stoneridge subsidiary.

7. TERMINATION OF AGREEMENT

The Agreement and the licences granted hereunder may be terminated forthwith by Stoneridge by written notice to the Customer in any of the following situations:

- (a) in case of breach by the Customer of any provision of this Agreement; or
- (b) in case of non-payment by the Customer in due time of any sum due from the Customer in consideration of delivery and licence of the Program.

Upon termination of this Agreement, Stoneridge reserves the right to take any legal action necessary to recover any outstanding debts payable to Stoneridge or any damages incurred by Stoneridge.

Upon termination of this Agreement and of the licence granted hereunder, the Customer shall refrain from any further use of the Program.

The provision of Section 2 shall survive the termination of this Agreement.

8. MODIFICATION

No modification or addition to this Agreement shall be binding on the parties to this Agreement unless specifically agreed upon, in writing, by the parties themselves.

9. SEVERABILITY

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either Stoneridge or the Customer, such provision shall be modified or limited in its effect to the extent necessary to cause it to be enforceable. If any such provision cannot be so modified or limited, then such provision shall be severed, and the remainder of this Agreement shall remain in full force and effect.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior representations, warranties, conditions, agreements and understandings, whether oral or written, express or implied, relating to such subject matter.

11. NOTICES

All notices pursuant to this Agreement shall be sent by fax or email and will only be effective upon receipt provided that the fax or email is confirmed by letter sent to the registered office of the party in question or as otherwise notified by the other party, by courier within 24 hours of faxing or emailing.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Scots law, save where the Customer's principal place of business is in England and Wales, where this Agreement shall be governed by and construed in accordance with English law.