

Allison Transmission DOC® Subscription Services Agreement

Last Updated: April 28, 2017

This Allison Transmission DOC® Subscription Services Agreement (this "Agreement") governs your access and use of transmission diagnostic tool software known as Allison DOC® and made available to your company by Allison Transmission, Inc. ("**Allison**," "**we**," or "**our**") at a designated web address (such web site and software, including any related documentation, together, the "**Services**"). It is your responsibility to read and understand this Agreement as it may change from time to time. Please print a copy of this Agreement for your reference.

BY ACCESSING OR USING THE SERVICES, YOU ("LICENSEE") HEREBY AGREE TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICES.

We reserve the right to modify or amend this Agreement at any time. All changes will be effective immediately upon posting to the Services. Material changes will be conspicuously posted on the Services. By accessing or using the Services after such changes are posted you agree to all such changes.

1. **License Grant.** Provided you comply with this Agreement, Allison grants you a limited, nonexclusive, nontransferable, nonsublicensable, revocable (only upon termination of this Agreement) license to access, use, and display the Services in connection with compatible transmission control modules that you own or control within the United States for your internal business purposes. This license includes the right to download and print a reasonable number of copies of the Services' visible content for your internal business use, provided you do not modify or delete any copyright, trademark, or other proprietary notices.
2. **Use Restrictions.** Licensee will limit access to the Services to its employees, contractors, and agents who both (i) need to access the Services for purposes of their work for Licensee and (ii) are bound by confidentiality obligations no less restrictive than those contained in this Agreement. Licensee will preserve and may not obscure, remove, or alter any proprietary markings, designations, or notices in or on the Services. Licensee may not reconfigure, reverse-engineer, disassemble, decompile, discover the source code of, prepare any derivative works of, update, combine with other computer code, or otherwise modify the Services, nor may Licensee permit any other person to do the same. Licensee may not transfer, upload, move, store, or distribute the Services onto or using the Internet or any other network. The Services may use or include third-party software that is subject to open source or third-party license terms. Licensee may neither commercially exploit the Services nor permit any other person to do the same. You may not use the Services in any anticompetitive manner or for any purpose that has the potential to be contrary to Allison's business or economic interests in any aspect. Licensee will be responsible for all use of the Services by its employees, contractors, and agents.
3. **Intellectual Property Rights.** The Services are exclusively the property of Allison and, as applicable, its affiliates, suppliers, and licensors, and are protected by copyright, trademark, and other intellectual property laws. Allison is the exclusive owner of all right, title, and interest in any ideas, concepts, know-how, methodologies, and techniques that arise out of Licensee's use of the Services. Except as expressly set forth in this Agreement, no licenses or other rights, express or implied, are granted by Allison to Licensee under any patent, copyright, trademark, trade secret, or other intellectual property right of Allison.
4. **Subscription Fees; Term.** This Agreement commences upon Allison's receipt of subscription fees for the Services and continues in effect until the earlier of (i) one year; (ii) your

nonpayment of subscription fees; and (ii) termination in accordance with this Agreement. This Agreement will automatically renew for successive one-year periods and you will automatically be charged the then-current rates at the time of renewal. We may charge you a late fee equal to 18% of the unpaid fees or the amount allowable under applicable law, whichever is less. Allison may terminate this Agreement for any reason upon 60 days' prior written notice to you, provided Allison refunds to you any prepaid fees for Services that are not rendered by the effective date of termination. We may also terminate this Agreement at any time without notice to you if you fail to comply with this Agreement. Upon any termination of this Agreement you must promptly cease using the Services.

5. **Compliance With Laws; Conduct.** You are responsible for complying with all local, state, and federal laws and regulations that apply to your access to or use of the Services. This Agreement shall be subject to, and Allison and you shall comply with, all export control laws, regulations, rules, orders, licenses, requirements, and governmental requests now or hereafter in effect in the United States of America. To the extent the Services may require approval of the United States Government, Allison's obligations under this Agreement are conditioned upon the grant of such approval and your compliance with any restrictions imposed by the United States Government in connection with such approval. You may not submit inaccurate information via the Services, commit fraud or falsify information in connection with your access to or use of the Services, or act maliciously against the business interests or reputation of Allison.
6. **NO WARRANTY.** THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," WITH ALL FAULTS AND DEFECTS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHERS INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICES. THE ENTIRE RISK AS TO THE RESULT AND PERFORMANCE OF THE SERVICES IS ASSUMED BY YOU. ALLISON DOES NOT WARRANT THAT THE SERVICES WILL BE FREE OF ERROR, VIRUSES, OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. ALLISON ALSO DOES NOT WARRANT THAT THE SERVICES WILL BE COMPATIBLE OR INTEROPERABLE WITH THE TRANSMISSION CONTROL MODULE OR ANY PIECE OF SERVICES, HARDWARE, CONTROL MODULES, OR EQUIPMENT INSTALLED ON OR USED WITH THE TRANSMISSION CONTROL MODULE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ALLISON OR FROM THE SERVICES CREATES ANY WARRANTY. FURTHER, ALLISON DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE, AND YOU RELY ON THE SERVICES AND ITS RESULTS SOLELY AT YOUR OWN RISK.
7. **NO LIABILITY.** IN NO EVENT WILL ALLISON OR ITS AFFILIATES BE LIABLE UNDER, IN CONNECTION WITH, OR RELATED TO THE SERVICES FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOST PROFIT, LOST REVENUE, LOSS OF GOODWILL, OR LOSS OF BUSINESS, EVEN IF SUCH DAMAGES WERE FORESEEABLE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SERVICES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.
8. **Indemnification.** You will indemnify, hold harmless, and defend Allison and its affiliates, and its and their respective directors, officers, employees, stockholders, agents, representatives, suppliers, and licensors from and against all claims, losses, liabilities, demands, complaints, actions, lawsuits, damages, fees, judgments, settlements, and expenses (including without

limitation reasonable attorneys' fees) arising out of or in connection with your access to or use of the Services, your use of any material, information, or data downloaded or otherwise obtained from the Services, your gross negligence or willful misconduct, or your violation of this Agreement.

9. **Interpretation.** This Agreement is the entire agreement between you and Allison with respect to your access to and use of the Services. Allison's failure to enforce any provision of this Agreement will not constitute a waiver of such provision or any other provision. No amendment or modification to this Agreement will be effective unless it is in writing and signed by both parties. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Allison. If any provision of this Agreement is held invalid, void, or unenforceable, that provision will be considered severable from the remaining provisions and the remaining provisions shall remain in full force and effect. The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
10. **Force Majeure.** Allison will not be liable for failure or delay in performing any obligation under this Agreement due to circumstances beyond our reasonable control that prevent us from performing our obligations, including acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures. We will provide you with notice if any such force majeure event occurs.
11. **Audit.** Allison and its designated representatives may, at their expense, audit, examine, and make copies of data, billing records, documents, information, and other records in your possession or control that relate to or concern the Services in order to determine your compliance with this Agreement.
12. **Collected Information.** You hereby grant to Allison and its affiliates a perpetual, royalty-free, nonexclusive license to use any data and other information provided by you or otherwise collected by the Services in the course of your accessing or using the Services for Allison's business purposes.
13. **Injunctive Relief.** Licensee's breach of this Agreement would cause irreparable harm to Allison and monetary damages would be insufficient to remedy any such harm. Accordingly, in the event of actual or threatened breach, Allison will be entitled to seek injunctive relief, without the need to post bond, as well as any other remedy available at law or at equity.
14. **Publicity Restraint.** Except as may be expressly permitted or required by this Agreement, you may not, without Allison's prior written consent, use Allison's names, logos, or trademarks. Prohibited uses include sales presentations, advertising and marketing materials, press releases, and public announcements.
15. **Relationship of the Parties.** Allison is your independent contractor. This Agreement does not create any employment, agency, partnership, or joint venture relationship between the parties.
16. **Feedback.** Allison welcomes comments regarding the Services. If you elect to submit comments or feedback to us regarding the Services, they will not be considered or maintained as confidential. We may use any comments or feedback that you send us in our discretion and without attribution or compensation to you.
17. **Notices.** All notices, consents, and other communications permitted or required to be given under this Agreement must be in writing and addressed to the recipient and will be deemed validly given: upon delivery if personally delivered with fees prepaid, including by a recognized courier service; or upon receipt if delivered by certified or registered United States mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt.
18. **No Assignment.** You may not assign this Agreement without Allison's prior written consent. This Agreement will inure to the benefit of and be binding upon the parties' respective successors and permitted assigns.

19. **No Inducements.** The parties to this Agreement represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give, or will give or offer to give, any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.
20. **Disputes.** This Agreement is governed by the laws of the state of Indiana, without regards for its conflict of law principles. The Uniform Computer Information Transactions Act or any version thereof adopted by any state in any form does not apply to this Agreement. Venue is exclusively in Marion County, Indiana, with respect to any dispute arising under this Agreement unless otherwise determined by Allison in its sole discretion. Any cause of action or claim with respect to the Services must be commenced within one year after the cause of action or claim arises.
- The UN Sales Convention (CISG) shall not apply.
21. **Attorneys' Fees.** In the event Allison should bring an action for enforcement of this Agreement, you agree that Allison shall be entitled to award of its reasonable attorneys' fees and court costs associated with such enforcement proceedings.
22. **Survival.** Certain provisions, by their nature or as explicitly stated, will survive any termination of this Agreement.
23. **Electronic Communications.** You agree that this Agreement and any other documentation, agreements, notices, or communications between you and Allison may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

Contact Us. If you have any other questions or concerns regarding this Agreement, please contact us at:

One Allison Way, Indianapolis, Indiana 46222

877-659-6913 (US and Canada)

+1 336-970-5534 (International)

DOCsupport@noregon.com

Copyright © 2016 Allison Transmission, Inc. All rights reserved.