

Important notice to all users – please read before installing:

You should read and agree to the terms and conditions of this software licence agreement, which is a legally binding agreement between you and Cosworth electronics limited, before installing this software.

By installing the software, you agree to the terms of this software licence agreement which will bind you and, where applicable, your employees. Once you have installed the software, you are bound by the terms and conditions of this software licence agreement, including the disclaimer of warranties and limitation of liability set forth herein.

If you do not agree with the terms of this licence agreement, you must not install the Cosworth toolbox software.

You should print a copy of this agreement for future reference. Part a of this document sets out the terms and conditions if you are a user in the UK and the European economic area; and part b of this document sets out the terms and conditions for users in the USA and rest of world (excluding the UK and the European economic area)

PART A

Terms and conditions for users in the UK and the European economic area. Your attention is drawn in particular to the following provisions of this agreement: (i) clause 11; and, (ii) if you are a business user, clauses 12, 13; and (iii) if you are a consumer user, clauses 14 and 15.

1. GRANT OF LICENCE

- 1.1. Cosworth Electronics Limited ("Cosworth") owns all the intellectual property rights, including, without limitation, the copyright, in and to the Cosworth Toolbox software program (the "Software") and the printed and online or electronic documentation (including instructions) issued by Cosworth relating to the Software ("Materials").
- 1.2. Upon your acceptance of this Software Licence Agreement (the "Agreement"), Cosworth grants to you, the user, the right to install, use and display the Software in accordance with the terms and conditions of the Agreement.
- 1.3. Cosworth specifically retains all right, title and interest in and to the Software.
- 1.4. Where payable, the price of the Software includes a licence fee.
- 1.5. In consideration of the mutual promises contained in this Agreement,

and in consideration of your acceptance of the Agreement, Cosworth hereby grants to you, as licensee, the non-exclusive right to use and display this copy of the Software on the terms and conditions contained in this Agreement.

2. RESTRICTIONS ON USE AND COPYING

- 2.1. The Software may be used and displayed on a single Computer only at one location only. For the purposes of this Agreement, "Computer" is defined as one single central processing unit with associated peripheral equipment all at one location. The Software may be transferred from one Computer to another at the same site; provided, however, that the Software is used on only one Computer at any one time.
- 2.2. You may not alter or modify any part of the Software in any way whatsoever, nor permit the whole or any part of the Software to be combined with or become incorporated into any other programs, nor de-compile or disassemble the object-code version of the Software, nor attempt to do or allow any third party to do or attempt to do any such things, including to modify, adapt, translate, reverse engineer, dis-assemble or create any derivative works based on the Software.
- 2.3. This Software and all the Materials are the subject of copyright owned by or licensed to Cosworth.
- 2.4. You may make one copy of the Software only for operational security and backup purposes, but you may make no other copies whatsoever. The backup copy and the medium on which it is stored shall be the property of Cosworth, and you must ensure that it bears the same proprietary notices as the original.
- 2.5. The provisions of this Agreement shall apply to the backup copy as it applies to the Software.
- 2.6. By way of explanation and not limitation, only one copy of the Software can be used and displayed at any one time.
- 2.7. Any unauthorised copying of the Software, including but not limited to copying of unauthorised modifications referred to in this Clause 2 is an infringement of copyright and Cosworth reserves the right to take legal action in such circumstances.
- 2.8. Except as expressly set out in this Agreement or as permitted by any local law, you undertake:
 - 2.8.1. not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other

programs; and

- 2.8.2. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities: (1) is used only for the purpose of achieving inter-operability of the Software with another software program; (2) is not disclosed or communicated without Cosworth's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and (3) is not used to create any software which is substantially similar to the Software.

2.9. You shall not assign this Agreement or any of your rights and obligations hereunder to any third party without the prior written consent of Cosworth.

2.10. You shall not sub-licence the Software or Materials (in whole or in part) for use by any third party without the prior written consent of Cosworth. Any authorised transferee of the Software shall be bound by the same terms and conditions of this Agreement and the disclaimer of all warranties and limitation of liability contained herein.

3. RISK

Risk in the Software shall pass to you upon your installing of your copy. If any part of the Software shall thereafter be lost, destroyed or damaged, Cosworth shall replace the Software subject to your paying Cosworth's standard charge for replacement.

4. TERMINATION

- 4.1. Cosworth may terminate this Agreement immediately by written notice to you if you commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 4.2. Upon termination of this Agreement for any reason:
 - 4.2.1. all rights granted to you under this Licence shall cease;
 - 4.2.2. you must cease all activities authorised by this Agreement; and
 - 4.2.3. you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in

your possession, custody or control and, in the case of destruction, certify to us that you have done so.

5. COMMUNICATION BETWEEN YOU AND COSWORTH

5.1. If you are a consumer user, if you wish to contact Cosworth in writing, or if any provision in this Agreement requires you to give Cosworth notice in writing, you can send this to Cosworth by e-mail at marketing@cosworth.com. Cosworth will confirm receipt of this by contacting you in writing by e-mail. If Cosworth has to contact you or give you notice in writing, Cosworth will do so by e-mail to the email address that you have provided to Cosworth.

5.2. If you are a business user, please note that any notice given by you to Cosworth, or by Cosworth to you, will be deemed received and properly served immediately when posted on Cosworth's website, 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove, in the case of an e-mail, that such e-mail was sent to the specified e-mail address.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. You acknowledge that all intellectual property rights in the Software and the Materials throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this Agreement.

6.2. You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

7. WHOLE AGREEMENT

If you are a business user, this Agreement and any document expressly referred to in it constitutes the entire agreement between you and Cosworth. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Cosworth which is not set out in this Agreement or any document expressly referred to in it.

8. YOUR RIGHTS

This Agreement gives you specific legal rights and you may also have other rights that vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions

of liability, so the above limitations and exclusions may not apply to you, depending on your location. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the above limitations and exclusions shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the above limitations or exclusions is held to be void or unenforceable, such part shall be deemed to be deleted from this Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (ie a purchaser for private as opposed to business, academic or government use) are not affected.

9. OTHER IMPORTANT TERMS

9.1. Cosworth may transfer its rights and obligations under this Agreement to another organisation, but this will not affect your rights or its obligations under this Agreement.

9.2. You may only transfer your rights or your obligations under this Agreement to another person if Cosworth agrees in writing.

9.3. If Cosworth fails to insist that you perform any of your obligations under this Agreement, or if it does not enforce its rights against you, or if Cosworth delays in doing so, that will not mean that Cosworth has waived its rights against you and will not mean that you do not have to comply with those obligations. If Cosworth does waive a default by you, Cosworth will only do so in writing, and that will not mean that Cosworth will automatically waive any later default by you.

9.4. Each of the clauses of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

10. GOVERNING LAW AND JURISDICTION

10.1. If you are a business user, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and each party irrevocably agrees, for the sole benefit of Cosworth that, subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including

non-contractual disputes or claims). Nothing in this clause 10.1 shall limit the right of Cosworth to bring proceedings in any other court of competent jurisdiction, nor shall the bringing of proceedings in any one or more jurisdictions preclude the bringing of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

10.2. If you are a consumer user, please note that this Agreement, its subject matter and its formation, are governed by English law. You and Cosworth both agree that the courts of England will have non-exclusive jurisdiction.

PLEASE READ THE FOLLOWING CAREFULLY. YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE FOLLOWING PROVISIONS OF THIS AGREEMENT:

(i) CLAUSE 11 AND, (ii) IF YOU ARE A BUSINESS USER, CLAUSES 12, 13; AND (iii) IF YOU ARE A CONSUMER USER, CLAUSES 14 AND 15.

11. DISCLAIMER OF WARRANTIES

11.1. THE SOFTWARE IS PROVIDED "AS AVAILABLE" AND "AS IS" SUBJECT TO THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT:

11.1.1. COSWORTH GIVES NO OTHER WARRANTIES RELATING TO THE SOFTWARE OR THE MATERIALS AND ALL OTHER CONDITIONS, WARRANTIES OR TERMS WHATSOEVER WHETHER EXPRESS OR IMPLIED BY STATUTE AT COMMON LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW; AND
11.1.2. COSWORTH SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR LATENT DEFECTS.

11.2. NO ORAL OR WRITTEN REPRESENTATION, INFORMATION OR ADVICE GIVEN BY COSWORTH, ITS AGENTS, DISTRIBUTORS, DEALERS OR EMPLOYEES SHALL BE CONSIDERED WARRANTIES AND YOU MAY NOT RELY ON ANY SUCH REPRESENTATION, INFORMATION OR ADVICE.

12. LIMITATION OF LIABILITY IF YOU ARE A BUSINESS USER

12.1. YOU ACKNOWLEDGE THAT THE SOFTWARE HAS NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS, AND THAT IT IS THEREFORE YOUR RESPONSIBILITY

TO ENSURE THAT THE FACILITIES AND FUNCTIONS OF THE SOFTWARE AS DESCRIBED IN THE MATERIALS MEET YOUR REQUIREMENTS.

12.2. COSWORTH ONLY SUPPLIES THE SOFTWARE AND MATERIALS FOR INTERNAL USE BY YOUR BUSINESS, AND YOU AGREE NOT TO USE THE SOFTWARE OR MATERIALS FOR ANY RE-SALE PURPOSES.

12.3. WE SHALL NOT UNDER ANY CIRCUMSTANCES WHATEVER BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR:

12.3.1. LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE;

12.3.2. BUSINESS INTERRUPTION;

12.3.3. LOSS OF ANTICIPATED SAVINGS;

12.3.4. LOSS OR CORRUPTION OF DATA OR INFORMATION;

12.3.5. LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR

12.3.6. ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

12.4. OTHER THAN THE LOSSES SET OUT IN CLAUSE 12.3 (FOR WHICH COSWORTH IS NOT LIABLE), COSWORTH'S MAXIMUM AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN ALL CIRCUMSTANCES BE LIMITED TO A SUM EQUAL TO ONE HUNDRED POUNDS STERLING (£100). THIS LIMITATION DOES NOT APPLY TO THE TYPES OF LOSS SET OUT AT CLAUSE 12.5 WHICH SHALL BE UNLIMITED.

12.5. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE COSWORTH'S LIABILITY FOR:

12.5.1. DEATH OR PERSONAL INJURY RESULTING FROM COSWORTH'S NEGLIGENCE OR THAT OF ITS EMPLOYEES;

12.5.2. FRAUD OR FRAUDULENT MISREPRESENTATION; OR

12.5.3. ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER ENGLISH LAW.

12.6. THIS AGREEMENT SETS OUT THE FULL EXTENT OF COSWORTH OBLIGATIONS AND LIABILITIES IN RESPECT OF THE SUPPLY OF THE SOFTWARE AND MATERIALS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS, EXPRESS OR IMPLIED, THAT ARE BINDING ON US. ANY CONDITION, WARRANTY, REPRESENTATION OR OTHER TERM CONCERNING THE SUPPLY OF THE SOFTWARE AND MATERIALS WHICH MIGHT OTHERWISE BE IMPLIED INTO, OR INCORPORATED IN, THIS AGREEMENT WHETHER BY STATUTE, COMMON LAW

OR OTHERWISE, IS EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNIFICATION IF YOU ARE A BUSINESS USER

13.1. BY AGREEING TO THESE TERMS, AND INSTALLING THE SOFTWARE, YOU EXPRESSLY RECOGNISE AND ACKNOWLEDGE THAT DRIVING A PERFORMANCE MOTOR VEHICLE, AND DRIVING ANY MOTOR VEHICLE WITH AN INTENT TO ENHANCE ITS SPEED, HANDLING OR OTHER PERFORMANCE, IS AN INHERENTLY DANGEROUS ACTIVITY WHICH EXPOSES THE DRIVER AND OTHERS TO A HIGH RISK OF SERIOUS BODILY INJURY OR DEATH, WHICH MAY BE CAUSED BY THE DRIVER'S ACTIONS OR OMISSIONS, BY THE ACTIONS OR OMISSIONS OF OTHERS, BY HUMAN ERROR, OR BY MECHANICAL FAILURE.

13.2. SUBJECT TO CLAUSE 12.5, IN RECOGNITION OF THE FACTS SET OUT IN CLAUSE 13.1, AND IN CONSIDERATION OF YOU GAINING ACCESS TO, AND UTILISING, THE SOFTWARE AND THE MATERIALS, YOU ELECT VOLUNTARILY TO ASSUME ALL RISK OF LOSS, DAMAGE, INJURY OR DEATH THAT MAY BE SUSTAINED BY YOU, THE DRIVER OR ANY OTHERS INVOLVED IN SUCH ACTIVITY, AND YOU AGREE TO UTILISE THE SOFTWARE IN A SAFE AND REASONABLE MANNER, FOR YOUR OWN PURPOSES, AND AT YOUR OWN RISK.

13.3. SUBJECT TO CLAUSE 12.5, YOU HEREBY RELEASE AND AGREE TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS, COSWORTH AND ALL OF ITS DIVISIONS, SUBSIDIARIES, AFFILIATED COMPANIES, OWNERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, CLAIMS, ACTIONS, DEMANDS, OR LIABILITIES (INCLUDING REASONABLE LAWYERS' FEES) BASED UPON DAMAGE TO ANY PROPERTY WHATSOEVER OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING WITHOUT LIMITATION, YOU, ANY DRIVER AND ANY OTHERS) YOU USE THE SOFTWARE WHERE CAUSED BY THE DRIVER'S ACTIONS OR OMISSIONS, BY THE ACTIONS OR OMISSIONS OF OTHERS, BY HUMAN ERROR OR BY MECHANICAL FAILURE.

13.4. YOUR AGREEMENT TO WAIVE, RELEASE AND INDEMNIFY, AS PROVIDED IN THIS CLAUSE 13, IS ON BEHALF OF YOU, ANY DRIVER, AND EACH OF YOUR RESPECTIVE HEIRS, BENEFICIARIES, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

13.5. BY INSTALLING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS RELEASE AND WAIVER OF LIABILITY,

ASSUMPTION OF RISK AND INDEMNITY, THAT YOU FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THESE TERMS, AND HAVE MADE THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO YOU, AND INTEND FOR THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS SET OUT UNDER THIS CLAUSE TO THE GREATEST EXTENT PERMITTED BY LAW.

14. LIMITATION OF LIABILITY IF YOU ARE A CONSUMER USER

14.1. YOU ACKNOWLEDGE THAT THE SOFTWARE HAS NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS, AND THAT IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE FACILITIES AND FUNCTIONS OF THE SOFTWARE AS DESCRIBED BY COSWORTH MEET YOUR REQUIREMENTS.

14.2. COSWORTH ONLY SUPPLIES THE SOFTWARE FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE THE SOFTWARE FOR ANY COMMERCIAL, PROFESSIONAL, SEMI-PROFESSIONAL, BUSINESS OR RE-SALE PURPOSES, AND COSWORTH HAS NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

14.3. SUBJECT TO CLAUSE 14.5, WE ARE ONLY RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A FORESEEABLE RESULT OF COSWORTH'S BREACH OF THIS AGREEMENT OR COSWORTH'S NEGLIGENCE UP TO THE AMOUNT SPECIFIED IN CLAUSE 14.4, BUT COSWORTH IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF THEY WERE AN OBVIOUS CONSEQUENCE OF COSWORTH'S BREACH OR IF THEY WERE CONTEMPLATED BY YOU AND COSWORTH AT THE TIME COSWORTH GRANTED YOU THE LICENCE SET OUT IN THIS AGREEMENT.

14.4. SUBJECT TO CLAUSE 14.5, COSWORTH'S MAXIMUM AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN ALL CIRCUMSTANCES BE LIMITED TO A SUM EQUAL TO ONE HUNDRED POUNDS STERLING (£100) PAYABLE UNDER THIS AGREEMENT. THIS LIMITATION DOES NOT APPLY TO THE TYPES OF LOSS SET OUT IN CLAUSE 14.5.

14.5. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE COSWORTH'S LIABILITY FOR:

14.5.1. DEATH OR PERSONAL INJURY RESULTING FROM COSWORTH'S NEGLIGENCE OR THAT OF ITS EMPLOYEES;
 14.5.2. FRAUD OR FRAUDULENT MISREPRESENTATION; OR
 14.5.3. ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER ENGLISH LAW.

15. ASSUMPTION OF RISK, RELEASE AND WAIVER IF YOU ARE A CONSUMER USER

5.1. BY AGREEING TO THESE TERMS, AND INSTALLING THE SOFTWARE, YOU EXPRESSLY RECOGNISE AND ACKNOWLEDGE THAT DRIVING A PERFORMANCE MOTOR VEHICLE, AND DRIVING ANY MOTOR VEHICLE WITH AN INTENT TO ENHANCE ITS SPEED, HANDLING OR OTHER PERFORMANCE, IS AN INHERENTLY DANGEROUS ACTIVITY WHICH EXPOSES THE DRIVER AND OTHERS TO A HIGH RISK OF SERIOUS BODILY INJURY OR DEATH, WHICH MAY BE CAUSED BY BODILY INJURY OR DEATH, WHICH MAY BE CAUSED BY THE DRIVER'S ACTIONS OR OMISSIONS, BY THE ACTIONS OR OMISSIONS OF OTHERS, BY HUMAN ERROR OR BY MECHANICAL FAILURE.
 15.2. SUBJECT TO CLAUSE 14.5, IN RECOGNITION OF THE FACTS SET OUT IN CLAUSE 15.1, AND IN CONSIDERATION OF YOU GAINING ACCESS TO, AND UTILISING, THE SOFTWARE AND THE MATERIALS, YOU ELECT VOLUNTARILY TO ASSUME ALL RISK OF LOSS, DAMAGE, INJURY OR DEATH THAT MAY BE SUSTAINED BY YOU, THE DRIVER OR ANY OTHERS INVOLVED IN SUCH ACTIVITY, AND YOU AGREE TO UTILISE THE SOFTWARE IN A SAFE AND REASONABLE MANNER, FOR YOUR OWN PURPOSES, AND AT YOUR OWN RISK.
 15.3. SUBJECT TO CLAUSE 14.5, YOU HEREBY RELEASE AND AGREE TO HOLD HARMLESS, COSWORTH AND ALL OF ITS DIVISIONS, SUBSIDIARIES, AFFILIATED COMPANIES, OWNERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, CLAIMS, ACTIONS, DEMANDS, OR LIABILITIES (INCLUDING REASONABLE LAWYERS' FEES) BASED UPON DAMAGE TO ANY PROPERTY WHATSOEVER OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING WITHOUT LIMITATION, YOU, ANY DRIVER AND ANY OTHERS) WHERE YOU USE THE SOFTWARE CAUSED BY THE DRIVER'S ACTIONS OR OMISSIONS, BY THE ACTIONS OR OMISSIONS OF OTHERS, BY HUMAN ERROR OR BY MECHANICAL FAILURE.
 15.4. YOUR AGREEMENT TO WAIVE, RELEASE AND HOLD HARMLESS, AS PROVIDED IN THIS CLAUSE 15, IS ON BEHALF OF YOU, ANY DRIVER, AND EACH OF YOUR RESPECTIVE HEIRS, BENEFICIARIES, ADMINISTRATORS, PERSONAL REPRESENTATIVES,

SUCCESSORS AND ASSIGNS.
 15.5. BY INSTALLING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK, THAT YOU FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT YOU HAVE GIVEN UP RIGHTS BY AGREEING TO THESE TERMS, AND HAVE MADE THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO YOU, AND INTEND FOR THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS SET OUT UNDER THIS CLAUSE 15 TO THE GREATEST EXTENT PERMITTED BY LAW.

PART B TERMS AND CONDITIONS FOR USERS IN THE USA AND REST OF WORLD (EXCLUDING THE UK AND THE EUROPEAN ECONOMIC AREA)

Cosworth Electronics Limited ("Cosworth") owns the copyright in and to the Cosworth Toolbox software. Upon your acceptance of this Software License Agreement (the "Agreement"), Cosworth grants to you, the user, the right to use and display the Cosworth Toolbox software in accordance with the terms and conditions of the Agreement. Cosworth specifically retains all right and title to the Cosworth Toolbox software.

1. GRANT OF LICENSE

In consideration of the mutual promises contained in this Agreement, and in consideration of your acceptance of the Agreement, Cosworth hereby grants to you, as licensee, the non-exclusive right to use and display this copy of the Cosworth Toolbox software program (the "Software") on the following terms and conditions.

2. USE OF THE SOFTWARE

- 2.1. The Software may be used and displayed on a single Computer only at one location only. For purposes of this Agreement, "Computer" is defined as one single central processing unit with associated peripheral equipment all at one location.
- 2.2. The Software may be transferred from one Computer to another at the same site; provided, however, that the Software is used on only one Computer at any one time.
- 2.3. YOU MAY NOT alter or modify any part of the Software in any way whatsoever, nor permit the whole or any part of the Software to be combined with or

become incorporated in any other programs, nor de-compile or disassemble the object code version of the Software, nor attempt to do or allow any third party to do or attempt to do any such things, including to modify, adapt, translate, reverse engineer, dis-assemble or create any derivative works based on the Software

3. RESTRICTIONS ON COPYING

This Software and all the accompanying written materials are the subject of copyright. You may make one copy of the Software only for operational security and backup purposes, but you may make no other copies whatsoever. The backup copy and the medium on which it is stored shall be the property of Cosworth, and you must ensure that it bears the same proprietary notices as the original. The provisions of this Agreement shall apply to the backup copy as it applies to the Software. (By way of explanation and not limitation, only one copy of the Software can be used and displayed at any one time.) Any unauthorized copying of the Software, including but not limited to copying of unauthorized modifications referred to in Clause 2 hereof, is a breach of copyright and Cosworth reserves the right to take legal action in such circumstances.

4. RESTRICTIONS ON TRANSFER

You shall not assign this Agreement or any of your rights and obligations hereunder to any third party without the prior written consent of Cosworth. You shall not sub-license the Software or Software materials (in whole or in part) for use by any third party without the prior written consent of Cosworth. Any authorized transferee of the Software shall be bound by the same terms and conditions of this Agreement and the disclaimer of all warranties and limitation of liability contained herein.

5. RISK

Risk in the Software shall pass to you on delivery of the same to you. If any part of the Software shall thereafter be lost, destroyed or damaged, Cosworth shall replace the same (embodying the relevant part of the Software documentation) subject to your paying Cosworth's standard charge for replacement.

6. TERMINATION

Cosworth shall be entitled to terminate this Agreement and the license granted herein immediately upon written notice to you if you (i) commit any material breach of the terms of the Agreement, (ii) become insolvent or have a liquidator, receiver, administrator or administrative receiver appointed, or (iii) permanently cease to use the Software. Upon such termination you must return the Software and all copies thereof to Cosworth, or at the option of Cosworth, you must destroy the same and certify to Cosworth that the Software and all copies have been so destroyed. You shall also cause the Software to be erased from any Computer used and shall certify to Cosworth that the same has been done.

7. WHOLE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the parties relating to the Software, and you agree that by accepting the terms of this Agreement, you have not relied on any warranty, representation or undertaking except as expressly set out in the Agreement. No waiver or amendment of any provision of this Agreement shall be effective unless made by a written instrument signed by both parties.

8. MISCELLANEOUS

8.1. This Agreement is assignable by Cosworth, and shall inure for the benefit of the successors in title and assigns of Cosworth.

8.2. This Agreement shall be governed exclusively by and construed in accordance with the federal and state laws of the United States and the State of Indiana without regard to any conflict of laws principles, and any proceeding to resolve a dispute relating to the subject matter hereof shall be commenced only in a court of competent jurisdiction located in Marion County, Indiana or the Southern District of Indiana. You hereby expressly consent to the personal jurisdiction of such courts.

PLEASE READ THE FOLLOWING CAREFULLY:

9. DISCLAIMER OF WARRANTIES

THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS (INCLUDING ALL INSTRUCTIONS) ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY STATUTE

OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. COSWORTH SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR LATENT DEFECTS. NO ORAL OR WRITTEN REPRESENTATION, INFORMATION OR ADVICE GIVEN BY COSWORTH, ITS AGENTS, DISTRIBUTORS, DEALERS OR EMPLOYEES SHALL BE CONSIDERED WARRANTIES AND YOU MAY NOT RELY ON ANY SUCH REPRESENTATION, INFORMATION OR ADVICE.

10. LIMITATION OF LIABILITY

COSWORTH SHALL HAVE NO LIABILITY TO YOU, THE LICENSEE, IN RESPECT OF ANY ACT OR OMISSION ON THE PART OF COSWORTH FOR LOSS OF PROFITS, GOODWILL OR ANY TYPE OF SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING LOSS OR DAMAGE SUFFERED BY YOU, THE LICENSEE, AS A RESULT OF AN ACTION BROUGHT ABOUT BY A THIRD PARTY) EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR COSWORTH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DEFAULT; PROVIDED, HOWEVER, THAT COSWORTH'S LIABILITY FOR DEATH OR INJURY RESULTING FROM ITS OWN OR ITS EMPLOYEES' NEGLIGENCE SHALL NOT BE LIMITED.

11. ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNIFICATION

(a) BY AGREEING TO THESE TERMS, AND INSTALLING THE COSWORTH TOOLBOX SOFTWARE, YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT DRIVING A PERFORMANCE MOTOR VEHICLE, AND DRIVING ANY MOTOR VEHICLE WITH AN INTENT TO ENHANCE ITS SPEED, HANDLING OR OTHER PERFORMANCE, IS AN INHERENTLY DANGEROUS ACTIVITY WHICH EXPOSES THE DRIVER AND OTHERS TO A HIGH RISK OF SERIOUS BODILY INJURY OR DEATH, WHICH MAY BE CAUSED BY THE DRIVER'S ACTIONS OR OMISSIONS, BY THE ACTIONS OR OMISSIONS OF OTHERS, BY HUMAN ERROR, OR BY COMPONENT PART FAILURE. IN RECOGNITION OF THESE FACTS, AND IN CONSIDERATION OF GAINING ACCESS TO, AND UTILIZING, THE COSWORTH TOOLBOX SOFTWARE, YOU ELECT VOLUNTARILY TO ASSUME ALL RISK OF LOSS, DAMAGE, INJURY OR DEATH THAT MAY BE SUSTAINED BY YOU, THE DRIVER OR ANY OTHERS INVOLVED, AND YOU AGREE TO UTILIZE THE COSWORTH

TOOLBOX SOFTWARE IN A SAFE AND REASONABLE MANNER, FOR YOUR OWN PURPOSES, AND AT YOUR OWN RISK. (b) YOU HEREBY RELEASE AND AGREE TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS, COSWORTH AND ALL OF ITS DIVISIONS, SUBSIDIARIES, AFFILIATED COMPANIES, OWNERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, CLAIMS, ACTIONS, DEMANDS, OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) BASED UPON DAMAGE TO ANY PROPERTY WHATSOEVER OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING WITHOUT LIMITATION, YOU, ANY DRIVER AND ANY OTHERS) IN CONNECTION WITH YOUR USE OF THE COSWORTH TOOLBOX SOFTWARE, UNLESS BASED SOLELY ON THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF COSWORTH. (c) YOUR AGREEMENT TO WAIVE, RELEASE AND INDEMNIFY, AS PROVIDED HEREIN, IS ON BEHALF OF YOU, ANY DRIVER, AND EACH OF YOUR RESPECTIVE HEIRS, DEVISEES, LEGATEES, BENEFICIARIES, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. (d) BY INSTALLING THE COSWORTH TOOLBOX SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, THAT YOU FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THESE TERMS, AND HAVE MADE THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO YOU, AND INTEND FOR THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.