2017 AMENDMENT – FCA US SCAN TOOL DATA LICENSE AGREEMENT

(re Authenticated Scan Tool)

 FCA US LLC (f/k/a Chrysler Group LLC) (“FCA US”) and the undersigned Licensee agree to amend the FCA US Scan Tool Data License Agreement to which they are parties that was effective as of the date stated below (“Agreement”) as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Effective Date of Agreement)

Exhibit 1 of the Agreement is amended and restated in its entirety to read:

**Authorized Scan Tool**

Authorized Scan Tools will be limited to devices exchanging only those electronic messages with an electronic control unit (“ECU”) on-board a FCA US vehicle needed for purposes of performing diagnosis, analysis, test and repair of the FCA US vehicle. Except as provided below, the Authorized Scan Tool must not have the capability of modifying any software program or data in such an ECU, including but not limited to, (i) modification or enhancement of any ECU calibration parameter or characteristic curve for the purposes of emission or performing “tuning” (such as by way of example and not of limitation, air/fuel schedules); (ii) modification or enhancement of any ECU operating parameter or variant coding table; (iii) accessing any protected ECU memory location or secured function; or (iv) reprogramming of any ECU memory location or flash memory partition using any software or flash data not authorized by FCA US. Authorized Scan Tools may have the capability of restoring original factory settings or reinitializing vehicle-specific configuration data following FCA US’s ECU/component replacement procedures.

Authorized Scan Tools can only be a Non-Authenticated Scan Tool unless Licensee has signed an Authenticated Scan Tool Addendum to this Scan Tool Data License Agreement.

An Authenticated Scan Tool is an Authorized Scan Tool that meets FCA US specifications for Authenticated Scan Tools and for which Licensee has signed an Authenticated Scan Tool Addendum to this FCA US Scan Tool Data License Agreement. Only Authenticated Scan Tools can have bi-directional access capability for FCA US vehicles having a secure gateway module, and can also have bi-directional access capability for FCA US vehicles that do not have the secure gateway module. FCA US may charge an additional annual license fee for Authenticated Scan Tools.

A Non-Authenticated Scan Tool is any Authorized Scan Tool that is not an Authenticated Scan Tool. Non-Authenticated Scan Tools may have bi-directional access capability for FCA US vehicles that do not have a secure gateway module but must not have bi-directional access capability for FCA US vehicles having the secure gateway module. In this regard, Licensee acknowledges that bi-directional access by Non-Authenticated Scan Tools to FCA US vehicles having the secure gateway module will be blocked by the secure gateway module.

Bi-directional access capability includes, but is not limited to, bi-directional control and data stream information (*e.g.*, operation of emission related actuators).

**License Fee:**

The amount stated in the schedule below, annually, to be paid in advance to FCA US’s Nominee, which FCA US may change at any time by giving Licensee notice of the change pursuant to Section 12(f) of the Agreement. FCA US reserves the right to change the fees set forth in the below schedule prior to any renewal of this Agreement. Licensee acknowledges and agrees that the below schedule that determines a lump sum annual License Fee based on Licensee’s annual sales is a reasonable and expeditious way of approximating royalties on Licensee’s sales of Authorized Scan Tools in lieu of a per unit royalty.

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| --- | --- | --- |
|  | Annual Sales of Automotive Equipment and Tools in North America | Annual License Fee |
| [ ]  | Under $10,000,000 | $5,500 |
| [ ]  | $10,000,000 to $49,999,999 | $10,500 |
| [ ]  | $50,000,000 and over | $15,500 |

**Payment Information:**

Checks are to be made payable and remitted to:

Electronic Equipment and Tool Institute (“Nominee”)

Attn: Greg Potter

37899 W. 12 Mile Road, Suite 220

Farmington Hills, MI 48331

IN WITNESS WHEREOF, the parties have entered into this 2017 Amendment by having it executed by their duly authorized representatives.

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| --- | --- |
| FCA US LLCBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed Name)Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Licensee Company Name)By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed Name)Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |