

2019 AUTHENTICATED SCAN TOOL ADDENDUM TO FCA US SCAN TOOL DATA
LICENSE AGREEMENT

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 _____ (“Agreement”) by adding this Authenticated Scan Tool Addendum (“Addendum”) to the Agreement:

1. Definitions:
 - a. “Authenticated Scan Tool” has the meaning set forth in Exhibit 1 to the Agreement.
 - b. “Diagnostic Session” means the communications that take place between the Authenticated Scan Tool and a vehicle during the period when the Authenticated Scan Tool is connected to the vehicle. For clarity, when an Authenticated Scan Tool is disconnected from the vehicle and reconnected, a new diagnostic session begins.
 - c. “IAM Shop” means an independent aftermarket automotive service facility.
 - d. “SGW Bridge Server” means a server(s) operated by the SGW Bridge Server Vendor for validation of an Authenticated Scan Tool as part of the FCA US validation protocol for issuing a PKI Certificate to that Authenticated Scan Tool.
 - e. “SGW Bridge Server Vendor” means an independent company contracted by FCA US to facilitate the FCA US validation protocol in a manner that both protects the identities of IAM shops and users from being disclosed to FCA US and allows FCA US to obtain these identities in the limited circumstances as set forth in Section 3 of this Authenticated Scan Tool Addendum.
2. Each IAM Shop having an Authenticated Scan Tool of Licensee must have a valid account with the SGW Bridge Server Vendor. The IAM Shop must have registered each of its Licensee Authenticated Scan Tools with Licensee and also with the SGW Bridge Server Vendor. Each user of Authenticated Scan Tools at the IAM Shop must register with the SGW Bridge Server Vendor and have been assigned a valid User ID by the SGW Bridge Server Vendor.
3. Licensee is responsible for ensuring that any communication from an Authenticated Scan Tool that Licensee’s validation server sends to the SGW Bridge Server is from an Authenticated Scan having a valid Tool ID.
4. If it was determined that an ECU in a vehicle was improperly programmed/changed or any other malicious activity occurred during a Diagnostic Session, FCA US will have the right to obtain from the SGW Bridge Server Vendor as well as Licensee the actual identity of the IAM Shop having the current registration of the Authenticated Scan Tool used for that Diagnostic Session and the actual identity of the user of that Authenticated Scan Tool who used it for that Diagnostic Session. Otherwise, FCA US is not entitled to

obtain the identity of the IAM Shop or the user of any Authenticated Scan Tool from the SGW Bridge Server Vendor.

5. Unlocking a security gateway module (“SGW”) of a vehicle manufactured by or for FCA US or an Affiliate of FCA US requires that the Authenticated Scan Tool use a PKI Certificate issued by a FCA US system in response to a valid request by the Authenticated Scan Tool in accordance with FCA US’ then current validation protocol. FCA US may change its validation protocol from time to time upon Licensee being provided sixty days’ advance notice. Licensee must obtain all required API’s and related SGW unlock requirements from the SGW Bridge Server Vendor.
6. The license granted for distribution of Authenticated Scan Tools is limited to distribution of the Authenticated Scan Tools in the United States, Canada and Mexico for use in those countries. Licensee will not sell Authenticated Scan Tools for use outside of the United States, Canada and Mexico. For avoidance of doubt, Licensee may sell Scan Tools outside the specified markets which are physically and functionally, other than the disabled software, identical to the Authenticated Scan Tools sold within the specified markets, provided that the software required to communicate with the NAFTA SGW Bridge Server is disabled in such Scan Tools in a manner that prevents this software from being re-enabled.
7. Fee. Licensee will pay FCA US a one-time set-up fee of twenty-five thousand dollars (\$25,000.00) within thirty days of the Effective Date of this Authenticated Scan Tool Addendum, with checks made payable to and remitted to FCA US’ Nominee as set forth in Exhibit 1 of the Agreement.
8. Insurance. Section 7(c) of the Agreement is amended and restated in its entirety to read as follows:

Licensee will obtain and maintain at all times with insurers that maintain an A.M. Best Rating of A-:VII, (i) statutory worker’s compensation insurance, (ii) employer’s liability insurance, (iii) any insurance required by any applicable employee benefits acts or other statutes, (iv) commercial general liability insurance, including contractual liability, , and products and completed operations liability, (v) automobile liability insurance including owned, hired and non-owned liability, (vi) crime insurance, including employee theft, (vii) all risk property insurance covering Licensee’s property and any property of FCA US in Licensee’s care, custody and control, , and (viii) cyber risk insurance all in amounts and coverages sufficient to cover all claims hereunder. Coverage for specific above-referenced categories of insurance will not be less than the following: \$1,000,000 in employer’s liability insurance per occurrence; \$5,000,000 in commercial general liability insurance per occurrence and \$5,000,000 in automobile liability insurance per occurrence. Such policies will: (i) name FCA US as an additional insured thereunder (not applicable to the cyber risk insurance policy); (ii) be primary and not excess over or contributory with any

other valid, applicable, and collectible insurance in force or maintained by FCA US; and (iii) provide that the insurer will give FCA US thirty days' prior written notice of cancellation or material change in coverage. Licensee waives, and Licensee will cause its insurers to waive, any right of subrogation or other recovery against FCA US or its subsidiaries, including their respective employees, officers, directors, agents or representatives. FCA US will be supplied with a copy of the certificate of insurance prior to performance of this Agreement, but failure of FCA US to be supplied such copy will in no event relieve Licensee of its obligations under this Insurance section. Licensee will be financially responsible for any of Licensee's premiums, deductibles, retentions, self-insurance, co-insurance, uninsured amounts, or any amounts in excess of policy limits. Licensee may satisfy the insurance requirements under this Insurance section through a combination of self-insurance and catastrophic excess insurance.

IN WITNESS WHEREOF, the parties have entered into this Authenticated Scan Tool Addendum by having it executed by their duly authorized representatives.

FCA US LLC

(Licensee Company Name)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____