
SNAP-ON INCORPORATED SOFTWARE LICENSE AGREEMENT

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE INSTALLING THIS SOFTWARE PACKAGE. WHOEVER INSTALLS THIS SOFTWARE PACKAGE MUST EITHER BE THE PERSON WHO ACQUIRED THE SOFTWARE OR A PERSON AUTHORIZED BY THE PERSON OR ENTITY WHO ACQUIRED THE SOFTWARE TO ACCEPT THE FOLLOWING TERMS ON SUCH PERSON'S OR ENTITY'S BEHALF. "YOU" AND "YOUR" SHALL REFER TO THE PERSON OR ENTITY WHO ACQUIRED THIS PRODUCT. INSTALLING THIS SOFTWARE PACKAGE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD PROMPTLY RETURN THE SOFTWARE PACKAGE, UNINSTALLED, TO THE PLACE OF PURCHASE.

LICENSE Upon your acceptance of this License Agreement (the "Agreement"), Snap-on Incorporated ("Snap-on") grants, subject to the terms and conditions of this Agreement, to the person or business entity who originally acquired the Software Products ("Software") a non-exclusive, non-transferable (except as permitted below), personal license to use the Software ("License"). The Software in this package is a proprietary product of Snap-on and is protected by copyright law, as well as other intellectual property laws. Snap-on retains title and ownership of the Software, and it is being licensed to you and not sold. All rights, not expressly granted to you, are reserved by Snap-on.

CONSENT Each time you use this Software, you consent to the collection, use, disclosure, and processing of Personal Information in accordance with the Privacy Policy attached as *Exhibit A*. In particular, if you are located in a jurisdiction outside the United States, you consent to the transfer of this information to our servers and computer systems in the United States, a country that may not provide an "adequate" level of data protection within the meaning of the laws in your country. You may withdraw your consent at any time, subject to any applicable legal or contractual restrictions and prior written notice to Snap-on. **If you wish to withdraw your consent, please contact Snap-on using our information below.**

You may contact us at:

Snap-on Incorporated
2801 80th Street
P.O. Box 1410
Kenosha, WI 53141-1410

PERMITTED USES YOU MAY: (i) install the Software on a single automotive diagnostic computer provided you keep the original solely for backup or archival purposes; (ii) transfer the Software and License to another party if the other party agrees to accept the terms and conditions of this Agreement, you retain no copies of the Software, and you transfer all of the Software to such other party.

PROHIBITED USES YOU MAY NOT: (i) copy the Software into any machine readable or printed form for backup or archival purposes; (ii) modify, merge, translate, decompile, reverse engineer, disassemble, decode, or otherwise alter or attempt to derive the source code of the Software; (iii) use the Software on more than one computer at the same time; (iv) separate the Software's component parts for use on more than one computer; (v) transfer, assign, rent, lease, sell, or otherwise dispose of the Software on temporary or permanent basis except as expressly provided herein; (vi) use the Software in any outsourcing, timesharing or service bureau arrangement; and/or (vii) provide, disclose, divulge or make available to, or permit use of the Software by any third party without Snap-on's prior written consent. You will not remove any proprietary notices from the Software and will include such notices on any authorized copies of the Software.

TERM The License is effective until terminated. You may terminate it at any time by destroying the Software. The License will also terminate automatically without notice from Snap-on if you fail to comply with any provision of this Agreement. You agree upon such termination to destroy the Software and upon Snap-on's request to certify in writing that you have so destroyed the Software.

LIMITED WARRANTY Snap-on warrants, for a period of sixty (60) days from the date of delivery to you as evidenced by a copy of your sales receipt, that the Software will perform substantially in accordance with the accompanying technical specifications in the documentation, under normal use. THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY), ALL OF WHICH ARE DISCLAIMED BELOW. THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THAT IS PROVIDED TO YOU AND IS NOT TRANSFERABLE OR ASSIGNABLE.

WARRANTY DISCLAIMER EXCEPT AS SET FORTH IN THE ABOVE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT

WARRANTY, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

SNAP-ON AND ITS AFFILIATED COMPANIES DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR IN TERMS OF YOUR REQUIREMENTS. ALSO, THERE IS NO WARRANTY OF TITLE OR NONINFRINGEMENT IN THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SNAP-ON OR ITS AFFILIATED COMPANIES, OR THEIR RESPECTIVE AGENTS, DISTRIBUTORS, DEALERS AND EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SNAP-ON DOES NOT WARRANT THE OPERATION OF THE SOFTWARE TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SNAP-ON MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, SEQUENCE, RELIABILITY OR OTHERWISE OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

YOUR EXCLUSIVE REMEDY If, during the sixty (60) day warranty period, the Software fails to comply with the limited warranty set forth above, provided you notify Snap-on within such sixty (60) day warranty period, Snap-on shall, at Snap-on's sole option, either: (i) the return the price paid (if any) for the Software; or (ii) repair or replace at no charge, the Software not meeting the Limited Warranty, and which is returned to Snap-on at your expense with a copy of the sales receipt. THE FOREGOING IS SNAP-ON'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO BREACH OF THE LIMITED WARRANTY. If failure of the Software has resulted from accident, abuse, misuse or misapplication, Snap-on shall have no responsibility whatsoever. Any replacement Software will be warranted for the remainder of the original warranty period of sixty (60) days.

EXCLUSION OF CONSEQUENTIAL, INCIDENTAL AND CERTAIN OTHER DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SNAP-ON NOR ANY ONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO SNAP-ON'S AFFILIATED COMPANIES, DISTRIBUTORS OR DEALERS SHALL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL OR CONFIDENTIAL INFORMATION, OR ANY OTHER PECUNIARY LOSS, DAMAGES FOR LOSS OF PRIVACY, OR FOR FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR TO EXERCISE COMMERCIALLY REASONABLE CARE OR FOR NEGLIGENCE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE SUCH SOFTWARE, EVEN IF SNAP-ON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **IN NO EVENT WILL SNAP-ON'S OR ITS AFFILIATED COMPANIES' TOTAL LIABILITY FOR ANY AND ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE.** SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TAXES AND CHARGES You will be responsible for all applicable federal, state or local taxes, tariffs or duties, now or hereafter imposed except for those taxes related to the income of Snap-on.

EXPORT ADMINISTRATION COMPLIANCE This Agreement is made subject to any restrictions concerning the export of the Software from the United States of America or the country in which you are located. You will comply fully with all relevant export laws and regulations of the United States and any local country, and you will not export, directly or indirectly, the Software nor any other technical data received from Snap-on, nor any part thereof, in violation of such laws.

RESTRICTED RIGHTS The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by or on behalf of any unit or agency of the United States Government (the "Government") is subject to restrictions as set forth in subparagraph (c)(1) of the Rights in Technical Data and Computer Licensed Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Licensed Software---Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Snap-on Incorporated or one of its affiliates, 2801 80th Street, Kenosha, WI 53143.

GOVERNING LAW; EXCLUSIVE JURISDICTION This Agreement will be governed by the laws of the State of Wisconsin (excluding its choice of laws principles). **YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL COURTS SITTING IN MILWAUKEE COUNTY, WISCONSIN, UNLESS NO FEDERAL JURISDICTION EXISTS, IN WHICH CASE YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN ANY STATE COURT LOCATED IN MILWAUKEE COUNTY, WISCONSIN. YOU WAIVE ALL DEFENSES OF LACK OF PERSONAL JURISDICTION AND FORUM NON CONVENIENS. THE PARTIES HEREBY EXPRESSLY AGREE THAT THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

GENERAL You agree that this Agreement is the complete and exclusive statement of the Agreement between you and Snap-on which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Snap-on relating to the subject of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Any failure by either party to require strict performance by the other of any provision of this Agreement will not constitute a waiver of such provision or thereafter affect the party's full rights to require strict performance. This Agreement may only be amended by specific written amendment signed by authorized representatives of both parties.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT A: SNAP-ON INCORPORATED PRIVACY POLICY

The privacy of your personally identifiable information is important to us. As part of our commitment to the privacy of your personally identifiable information ("Personal Information") that we collect through the Software Product ("Software"), we provide this notice explaining our information practices and the choices you can make about the way your Personal Information is collected and used with the Software. To make this notice easy to find, we make it available with the Software. This revised Privacy Policy is effective as of January 1, 2006.

The privacy practices set forth in this Privacy Policy are for this Software only. Other Snap-on Incorporated ("Snap-on") affiliate Software may have different practices. If you use other Snap-on Software, please review the privacy policies, if any, provided with that Software. Also, if you are an employee of Snap-on or its affiliates, please note that other internal company policies apply to you related to employee use of company computer systems and networks.

CONSENT Please read this policy carefully. Your use of this Software constitutes your consent to the collection, use, disclosure and processing of Personal Information in the United States as described below.

FOREIGN VISITORS The Software maybe used by persons located in jurisdictions worldwide. Please review the Foreign Users Notices section near the end of this Privacy Policy, where we may provide additional notices regarding the collection, use, disclosure, and processing of your Personal Information in accordance with the laws in your country.

ACTIVE COLLECTION OF PERSONAL INFORMATION When you use the Software you provide Personal Information to register, order products or services, contact Snap-on, and conduct other transactions via the Software. The types of Personal Information actively collected in the Software may include any or all of the following, depending on your activities using the Software:

Date of sale, franchisee name, franchisee address, e-mail, invoice number, product number, quantity, device serial number, customer name, customer address, customer phone number, Snap-on customer number (if applicable), Software training requested and received, and other Personal Information that you actively provide to us via the Software.

Snap-on agrees not to disclose or use any Customer's specific company or end customer data shared with Snap-on except to the extent necessary to carry out its obligations under this Agreement, which may include sharing such Customer's specific company or end customer data with Third Party Providers. Snap-on reserves the right to aggregate and market general data collected from a Customer for the purposes of benchmarking, research and data analysis.

PURPOSE FOR WHICH WE USE AND DISCLOSE PERSONAL INFORMATION We use and disclose Personal Information obtained when you purchase the product/software and agree to provide this information to the Snap-on Franchise.

We also use Personal Information to communicate with you, for example, to answer the e-mail and correspondence we receive, to confirm your order, to send more information about becoming a dealer, to send renewal notices, and to notify you of important changes in the functionality of the Software or other notices related to the handling of your Personal Information.

We may use Personal Information to make recommendations for additional products or special offers, and to provide you with updates on new products that we believe may be of interest to you, in situations where you expressly request such communications.

From time to time, we may share certain Personal Information with select third parties including other Snap-on affiliates and independent Snap-on dealers in your area to enable them to offer products or services that may be of interest to you. If you do not want us to share such Personal Information in the future, please contact us by using our information below and we will take reasonable measures to avoid sharing such information in the future. Please note that such third parties are usually independent from Snap-on, and if you wish to stop all communications from such parties, you will need to address such issues with the third parties directly.

We may disclose Personal Information in response to legal process or when we believe in good faith that the law requires it, for example, in response to a court order, subpoena or a law enforcement agency's request. We also reserve the right to disclose Personal Information to protect the security of the Software, to protect ourselves and our affiliated companies against liability, and/or in connection with any sale, assignment, or other transfer of all or a part of our business.

We may share Personal Information with our consultants or service providers to help us serve you better. We also contract other companies and individuals (collectively “Suppliers”) to perform functions on our behalf, including without limitation, fulfilling and processing orders, handling shipping and returns, sending communications to you, and providing customer services. We require the Suppliers to agree to abide by Snap-on’s privacy policy and only use your Personal Information, only until payment for your order is processed, and only to the extent necessary to perform their functions, and may not use it for any other purpose.

We will not use or share the Personal Information provided to us in the Software in ways unrelated to the ones described above without first providing you an opportunity to opt out or otherwise prohibit such unrelated uses.

CUSTOMIZATION AND AGGREGATE DATA We use non-identifying and aggregate information to better design our Software and gather information for product management and development at Snap-on. For example, we may tell our sales and marketing staff that X number of individuals using the Software, or that Y number of software licenses were ordered during a particular time period, but we would not disclose anything that could be used to identify those individuals. This aggregate information may also be shared with Snap-on’s affiliates and independent dealers.

CHILDREN’S PRIVACY Snap-on has no intention of collecting personal information from children in this Software.

HOW YOU CAN ACCESS OR CORRECT YOUR INFORMATION If you are a registered user of the Software, you can access and correct certain Personal Data that we collect through the Software and maintain by using the contact information below. You may also contact us using the information below to ask us to remove your Personal Information from our records, electronic or otherwise. However, we will need to maintain certain Personal Information about your product purchases in our records for purposes such as warranty and product information. We will usually be glad to update your information, but we reserve the right to use Personal Information obtained previously to verify your identity, administer our warranty program, or to take other actions that we believe are appropriate.

COLLECTION OF PERSONAL INFORMATION BY THIRD PARTIES Sometimes we may offer promotions or specials that are sponsored by or co-sponsored with identified third parties. By virtue of their sponsorship, these third parties may obtain Personal Information that you submit to participate in the promotion or special. Snap-on has no control over the third-party sponsors’ use of this information. We will notify you at the time of requesting Personal Information if third-party sponsors will obtain such information, and obtain your express consent for such disclosures.

CHANGES TO THE POLICY Our privacy practices are subject to change. We reserve the right to change this policy from time to time in our sole discretion. Please review this policy before you submit additional Personal Information via the Software. All revisions to this Privacy Policy will be communicated to you through updates to the License Agreement. Your continued use of the Software constitutes acceptance of such changes in the Privacy Policy, except where further steps are required by applicable law.

FOREIGN USERS NOTICES Please contact us at the address below to obtain Privacy Policy information for your country.

HOW TO CONTACT US Please feel free to contact us with any comments, questions, or suggestions you may have regarding the information practices described in this Privacy Policy. Please also contact us to report any known or suspected privacy or security breaches.

You may contact us at:

Snap-on Incorporated
2801 80th Street
P.O. Box 1410
Kenosha, WI 53141-1410