

Confidential

USER LICENCE AGREEMENT FOR STONERIDGE ELECTRONICS LTD SOFTWARE PRODUCTS

BY OBTAINING AN ACTIVATION CODE AND ENTERING IT TO ACTIVATE THE SOFTWARE PROGRAM LICENCE AND ATTACHING A HARDWARE KEY ("DONGLE") YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. BY CLICKING THE 'OK' BUTTON TO START THE PROGRAM YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

By breaking the security seal or otherwise using the Program, you agree to be bound by the terms of the Licence. If you do not agree to be bound by the terms of the Licence, you should NOT break the seal, install, download or otherwise access the Program. [However, you may return the Program within 28 days for a full refund.]

Stoneridge Electronics Ltd, hereinafter referred to as "Stoneridge Electronics Ltd", hereby grants you (hereinafter referred to as "the Customer"), and the Customer hereby accepts a non-transferrable and non-exclusive licence to use the Stoneridge Electronics Ltd Software Product hereto (the "Program") under the following terms and conditions

1. OWNERSHIP

The Program (which term as used herein shall include the set of machine readable material on magnetic media, the user documentation, the Dongle and any other related material delivered to the Customer by or on behalf of Stoneridge Electronics Ltd), as well as the related copyrights or other industrial or intellectual property rights, are the property of Stoneridge Electronics Ltd and constitutes a trade secret of Stoneridge Electronics Ltd. The Customer acquires no title, right or interest in the Program other than the licence rights granted herein.

2. SECURITY

The Customer shall not remove from the Program any trademark, trade name, copyright notice or other notice, and shall be responsible for their conservation on the copies received under this Agreement and for their reproduction on any back-up of the Program.

3. LICENCE

For the purposes of the Agreement "use of the Program" shall mean the copying of any portion of the instructions or data contained in the Program by transferring or reading from a medium into a machine in order to process data belonging to the Customer.

Program in source form data file layouts and design documentation of the Program are never considered optional or additional material of the Program and are neither delivered to the Customer nor licensed hereunder.

Under the licence granted to the Customer under this agreement, the Customer has the right to use the Program only on a single machine associated with the hardware key. The Customer shall not make any other use of the Program without the prior written permission of Stoneridge Electronics Ltd.

The Customer may copy, in whole or in part, the Program in machine-readable form on another magnetic medium, only in those cases in which this should prove necessary for back up and recovery in case of breakdown, provided that such copies shall be used solely on the machine associated with the Dongle and provided that such copies contain all notices and markings, including copyright, trade mark, and other proprietary notices as on the original and which copies may not be in use at any time, unless the original is damaged beyond use. Such copies must remain in the Customer's possession and control. Certain Programs however, may include mechanisms to limit or inhibit copying.

The Customer may not copy, either whole or in part, the documentation provided by Stoneridge Electronics Ltd for the use of the Program and any other printed material supplied by or on behalf of Stoneridge Electronics Ltd to the

Customer. Stoneridge Electronics Ltd may supply additional copies of this documentation at its rates in force at the time of ordering.

The Customer may not remove or alter any proprietary notices, labels or trade marks on the Program. The Customer may not attempt any error correction or de-compilation of or modification to the Program to render it interoperable with any other software or hardware or for any other purpose. If the Customer wishes to carry out any such error correction, modification or de-compilation, the Customer will first notify Stoneridge Electronics Ltd. and allow Stoneridge Electronics Ltd. at its option to provide the information necessary for such purposes.

The Customer shall be responsible for the safe-keeping of the Dongle. In the event of the loss of the Dongle, Stoneridge Electronics Ltd will supply a replacement only upon receipt of payment for an additional User Licence at its rates in force at the time of ordering.

4. ANNUAL LICENCE FEE AND RENEWAL

This Agreement is effective from the date of receipt by the Customer of the Program for a period of 12 months, and is renewable on an annual basis subject to payment by the Customer of the Annual Licence Fee at its rates in force at the time of ordering in respect of Program Support and Maintenance or until it is terminated by Stoneridge Electronics Ltd as provided in Section 7. Unless otherwise notified by Stoneridge Electronics Limited, all renewals will be on the terms and conditions of this Licence.

STONERIDGE ELECTRONICS LTD ADVISES YOU THAT THE PROGRAM CONTAINS SPECIAL SOFTWARE WHICH WILL DENY YOU THE USE OF THE PROGRAMS OR PART OF THE PROGRAMS IN THE EVENT THAT YOU FAIL TO PAY THE ANNUAL LICENCE FEE BY THE DUE DATE.

5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

Stoneridge Electronics Ltd gives no warranties with respect to the Program licensed hereunder and all implied warranties, including warranty of merchantability and fitness for purpose are hereby excluded. IN NO EVENT WILL STONERIDGE ELECTRONICS LTD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES EVEN IF STONERIDGE ELECTRONICS LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE MAXIMUM LIABILITY STONERIDGE ELECTRONICS LTD SHALL BE LIMITED TO REFUND TO THE CUSTOMER OF THE PRICE PAID BY THE CUSTOMER FOR THE PROGRAM.

6. ASSIGNMENT OF THE AGREEMENT

This Agreement and any licences granted hereunder to the Customer may not be assigned, sublicensed or otherwise transferred by the Customer to any third party without the prior written consent of Stoneridge Electronics Ltd. Stoneridge Electronics Ltd may assign or transfer its rights and obligations under this Agreement to any Stoneridge Electronics Ltd subsidiary.

7. TERMINATION OF AGREEMENT

The Agreement and the licences granted hereunder may be terminated forthwith by Stoneridge Electronics Ltd by written notice to the Customer in any of the following situations:

- (a) in case of breach by the Customer of any provision of this Agreement; or
- (b) in case of non-payment by the Customer in due time of any sum due from the Customer in consideration of delivery and licence of the Program or the annual fee in respect of Program Support and Maintenance.

Upon termination of this Agreement, Stoneridge Electronics Ltd reserves the right to take any legal action necessary to recover any outstanding debts payable to Stoneridge Electronics Ltd or any damages incurred by Stoneridge Electronics Ltd. Upon termination of this Agreement and of the licence granted hereunder, the Customer shall refrain from any further use of the Program and Stoneridge Electronics Ltd shall require the return of the Dongle, any copy of the Program, in any form, in the possession of the Customer.

The provision of Section 2 shall survive the termination of this Agreement.

8. MODIFICATION

No modification or addition to this Agreement shall be binding on the two parties unless specifically agreed upon, in writing, by the parties themselves

9. SEVERABILITY

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either Stoneridge Electronics Ltd. or the Customer, such provision shall be modified or limited in its effect to the extent necessary to cause it to be enforceable. If any such provision cannot be so modified or limited, then such provision shall be severed, and the remainder of this Agreement shall remain in full force and effect.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior representations, warranties, conditions, agreements and understandings, whether oral or written, express or implied, relating to such subject matter.

11. NOTICES

All notices pursuant to this Agreement shall be sent by fax or email and will only be effective upon receipt provided that the fax or email is confirmed by letter sent to the registered office of the party in question or as otherwise notified by the other party, by courier within 24 hours of faxing.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Scots law, save where the Customer's principal place of business is in England and Wales, where this Agreement shall be governed by and construed in accordance with English law.