

PLEASE READ CAREFULLY BEFORE DOWNLOADING ANY SOFTWARE FROM THIS WEBSITE:

This licence agreement ("**Licence**") is a legal agreement between you ("**Licensee**" or "**you**") and Advanced Diagnostics Limited of Diagnostics House, Eastboro Fields, Hemdale, Nuneaton, CV11 6GL ("**Licensor, us**" or "**we**") for the Software and Documents (as defined below).

DEFINED TERMS

In this Licence the following terms have the meanings set opposite them:

"**Advanced Diagnostics Tool**" means any Advanced Diagnostics key programming tool or marine diagnostic tool, including but not limited to AD100, AD100 Pro, MVP, MVP Pro, T-Code, T-Code Pro Premium Code, Super Programmer 1 (SP1, STATS AD700 Pro) Smart Pro, Smart Dongle and Smart Aerial;

"**Ancillary Software**" means the Advanced Diagnostics Tool PC software used to support any Advanced Diagnostics Tool including but not limited to ADLoader Program, ADC 190n Loader Program, STATS Loader Program;

"**Core Application Software**" means the Advanced Diagnostics Tool core software running on any Advanced Diagnostics Tool including but not limited to its BIOS, Firmware, Operating System, Application Code, Security System, Tokens & UTP Management system, Memory Management, Networking Software, Core System Code, Vehicle applications code, Subscription system and UI;

"the **Documents**" the online documents available to support the Software;

"the **Software**" means the Core Application Software and the Ancillary Software including the data supplied with the Software and the associated media.

"**Remote Access**" means a remote connection to a vehicle, be it automotive or marine, with the intent of extending the connectivity range of the Advanced Diagnostics Tool and its Software beyond that offered by the Advanced Diagnostics Tool provided physical cables. For clarity, this is 2 metres for automotive products and 10 metres for marine products.

We licence use of the Software and Document to you on the basis of this Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

OPERATING SYSTEM REQUIREMENTS: this Software requires a PC running minimum windows Vista with a minimum of 512MB of memory and a working internet connection.

IMPORTANT NOTICE TO ALL USERS:

- By clicking on the "accept" button below you agree to the terms of this Licence which will bind you and your employees (where applicable). The terms of this Licence include, in particular, limitations on liability in conditions 5, 6 and 7.
- If you do not agree to the terms of this Licence, we will not licence the Software and Documents to you and you must discontinue the process now. In this case you may not download or order any Software or Documents from this website. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy <https://www.advanced-diagnostics.com/files/Policies/Privacy%20Policy.pdf>, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

IMPORTANT NOTICE TO CONSUMERS:

- As a consumer, you have the right to withdraw from your transaction without charge and without any reason before downloading the Software/Documents.
- However, you will lose the right to cancel the transaction once you begin to download the Software or Documents.
- This does not affect your consumer rights for defective downloaded Software or Documents.

You should print a copy of this Licence for future reference.

1. GRANT AND SCOPE OF LICENCE

- 1.1 In consideration of you agreeing to abide by the terms of this Licence and (where applicable), payment by you of the agreed licence fee, we hereby grant to you a non-exclusive, non-transferable licence to use the Software and the Documents on the terms of this Licence.
- 1.2 You may:
 - 1.2.1 download, install and use the Software for your personal purposes (if you are a consumer) or your internal business purposes (if you are a business);
 - 1.2.2 provided you comply with the provisions in condition 2, make one copy of the Ancillary Software for back-up purposes only;
 - 1.2.3 receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time; and
 - 1.2.4 use any Documents in support of the use permitted under condition 1.2 and make one copy of the Documents as is reasonably necessary for proper and lawful use of the Software.
- 1.3 You may make a written request to the Licensor for permission to transfer the Core Application Software from one Advanced Diagnostics Tool to another. Such a request must be accompanied with a valid reason for such transfer and the Licensor reserves the right to deny such a request if in its sole opinion a valid request has not been provided.
- 1.4 If, pursuant to condition 1.3, the Licensor permits a transfer of the Core Application Software from one Advanced Diagnostics Tool to another, only the Licensor or its authorised representative shall carry out such a transfer.

2. RESTRICTIONS

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- 2.1.1 not to copy the Ancillary Software or Documents except where such copying is incidental to normal use of the Ancillary Software, or where it is necessary for the purpose of back-up or operational security and not to copy the Core Application Software;

- 2.1.2 not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Software or Documents;
- 2.1.3 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;
- 2.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing 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:
 - 2.1.4.1 is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - 2.1.4.2 is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - 2.1.4.3 is not used to create any software which is substantially similar to the Software;
- 2.1.5 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- 2.1.6 to supervise and control use of the Software and ensure that the Software is used by your employees, representatives or authorised third parties in accordance with the terms of this Licence;
- 2.1.7 to include our copyright notice on all entire and partial copies you make of the Software on any medium;
- 2.1.8 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without express prior written consent from us;
- 2.1.9 not to use the Software via any communications network or by means of Remote Access for any purpose, including but not limited to, remotely accessing and diagnosing or programming vehicles or marine products using the functionality of the Software;
- 2.1.10 not to use the Software or any Advanced Diagnostics Tool on which the Software is used for any criminal intent, purpose or endeavour; and
- 2.1.11 not to instruct or facilitate any third party to carry out any of the restrictions detailed in this condition 2.1.

3. **INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documents anywhere in 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 or the Documents other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.
- 3.3 The integrity of this Software is protected by technical protection measures ("**TPM**") so that the intellectual property rights, including copyright and know-how, in the Software are not misappropriated. You must not attempt, or procure that a third-party attempts, in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorised removal or circumvention of such TPM.

4. **LIMITED WARRANTY**

- 4.1 Subject to clauses 4.4, 4.5 and 5 we warrant that the Software will, when properly used and on an operating system, for which it was designed, perform substantially in accordance with the functions described in the Documents for a period of 30 days from the date of installation of the Software ("**Warranty Period**").
- 4.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 4.3 The warranty does not apply:
 - 4.3.1 if the defect or fault in the Software results from you or any other third party having amended the Software; or
 - 4.3.2 if the defect or fault in the Software results from you having used the Software in contravention of the terms of this Licence; or
 - 4.3.3 if you breach any of the Licence restrictions.
- 4.4 The warranty given in condition 4.1 is provided in lieu of any other express warranties, all of which are disclaimed below. The warranty in condition 4.1 is the only express warranty that is provided to you and is not transferable or assignable.
- 4.5 Transferring the Software, when expressly authorised by us, to another Advanced Diagnostics Tool, does not extend the Warranty Period in condition 4.1.
- 4.6 If you are a consumer, this warranty is in addition to your legal rights in relation to Software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

5. **DISCLAIMER**

Except as set forth in the above limited warranty, 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, satisfactory quality 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. The Licensor 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 non-infringement in the Software. No oral or written information or advice given by the Licensor or its affiliated companies, or their respective agents, distributors, dealers and employees, shall create a warranty or in any way increase the scope of the warranty in condition 4.1, and you may not rely on any such information or advice. Advanced Diagnostics does not warrant the operation of the Software to be uninterrupted or error-free, nor does the Licensor 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.

6. **LIMITATION OF LIABILITY IF YOU ARE A BUSINESS USER**

6.1 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 Documents meet your requirements. We have used reasonable endeavours to ensure the infoquest data ("Information") supplied within the Software are accurate at the date of publication. We are not responsible for any loss or damage you suffer that arises from errors within the Information or your incorrect application of the Information. You should always check the Information with an additional source before committing to vehicle repairs or service.

6.2 If you are a business customer, we only supply the Software and Documents for internal use by your business, and you agree not to use the Software or Documents for any re-sale purposes.

6.3 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 the Licence for:

6.3.1 any liabilities arising under applicable laws relating to the protection of personal information;

6.3.2 loss of profits, sales, business, or revenue;

6.3.3 business interruption;

6.3.4 loss of anticipated savings;

6.3.5 loss of business opportunity, goodwill or reputation; or

6.3.6 any indirect or consequential loss or damage.

6.4 Other than the losses set out in condition 6.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including

negligence) or otherwise, shall in all circumstances be limited to a sum equal to £10,000 or equivalent local currency. This maximum cap does not apply to condition 6.5.

- 6.5 Nothing in this Licence shall limit or exclude our liability for:
- 6.5.1 death or personal injury resulting from our negligence;
 - 6.5.2 fraud or fraudulent misrepresentation;
 - 6.5.3 any other liability that cannot be excluded or limited by English law.
- 6.6 You agree that you shall not be entitled to claim back from us any part of any compensation paid by you in respect of liabilities arising under applicable laws relating to the protection of personal information.
- 6.7 This clause 6 is intended to apply to the allocation of liability arising under applicable laws relating to the protection of personal information as between us and you, including with respect to compensation to data subjects, notwithstanding any provisions under applicable laws to the contrary, except:
- 6.7.1 to the extent not permitted by applicable laws; and
 - 6.7.2 that it does not affect the liability of either party to any data subject.
- 6.8 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, 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 Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

7. LIMITATION OF LIABILITY IF YOU ARE A CONSUMER USER

- 7.1 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 Documents meet your requirements.
- 7.2 If you are a consumer, the Software and Documents are supplied for domestic and private use only. Where you use the Software and Documents for any commercial, business or resale purposes, you do so at your own risk and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this Licence or our negligence up to the amount specified in condition 7.4, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the Licence.
- 7.4 Our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £10,000 or the equivalent local currency. This does not apply to the types of loss set out in condition 7.5.

- 7.5 Nothing in this Licence shall limit or exclude our liability for:
- 7.5.1 death or personal injury resulting from our negligence;
 - 7.5.2 or arising under applicable laws relating to the protection of your personal information;
 - 7.5.3 fraud or fraudulent misrepresentation; or
 - 7.5.4 any other liability that cannot be excluded or limited by English law.

8. **TERMINATION**

- 8.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 7 days after the service of written notice requiring you to do so. For the avoidance of doubt, we consider a breach of the Restrictions in condition 2.1.1-2.1.10 to be a breach which cannot be remedied.
- 8.2 Upon termination for any reason:
- 8.2.1 all rights granted to you under this Licence shall cease;
 - 8.2.2 you must immediately cease all activities authorised by this Licence;
 - 8.2.3 you must immediately pay to us any sums due to us under this Licence;
 - 8.2.4 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 and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so; and
 - 8.2.5 we may at our discretion, deny access to any services supplied or disable any Advanced Diagnostics Tool on which the Software operates.

9. **COMMUNICATIONS BETWEEN US**

- 9.1 If you are a consumer, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to Advanced Diagnostics Limited at Diagnostics House, Eastboro Fields, Hemdale, Nuneaton, CV11 6GL and enquiry@advanced-diagnostics.com . We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 9.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order for the Software.
- 9.3 If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

10. **Your privacy and personal information**

10.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

10.2 Our Privacy Policy is available at

<https://www.advanced-diagnostics.com/files/Policies/Privacy%20Policy.pdf>

11. **EVENTS OUTSIDE OUR CONTROL**

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 11.2.

11.2 An **"Event Outside Our Control"** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

11.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

11.3.1 our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

11.3.2 we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

12. **OTHER IMPORTANT TERMS**

12.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

12.2 You may only transfer your rights or your obligations under this Licence to another person if we expressly agree in writing prior to any transfer.

12.3 If you are a business customer, this Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence or any document expressly referred to in it.

- 12.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.5 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.6 If you are a consumer, please note that this Licence, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 12.7 If you are a business customer, this Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.
- 12.8 By accepting this Licence, you also accept the terms of the following policies;

Website terms

<https://www.advanced-diagnostics.com/files/Policies/Website%20Terms.pdf>

Acceptable use policy

<https://www.advanced-diagnostics.com/files/Policies/Acceptable%20Use%20Policy.pdf>

Privacy policy

<https://www.advanced-diagnostics.com/files/Policies/Privacy%20Policy.pdf>

Cookie Policy

https://www.advanced-diagnostics.com/files/Policies/ADL_Cookie_Policy.pdf

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