

Confidential

USER LICENCE AGREEMENT FOR

STONERIDGE ELECTRONICS LTD SOFTWARE PRODUCTS

BY OBTAINING A SOFTWARE LICENCE AND USING IT TO ACTIVATE 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 INSTALLING THIS SOFTWARE AND STARTING 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.

Stoneridge Electronics Ltd, hereinafter referred to as “Stoneridge Electronics Ltd”, hereby grant you “the Customer” and hereinafter referred to as “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 user documentation, the software licence 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 or are licenced to Stoneridge Electronics Ltd and constitute 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 Program is delivered to the Customer on a confidential basis and the Customer is responsible for taking all steps necessary to ensure the continued proprietary and confidential nature of the Program. In particular, the Customer shall keep in confidence and not disclose or otherwise make available the Program to any third party, other than the Customer’s employees for the use permitted under this Agreement, without the prior written permission of Stoneridge Electronics Ltd.

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 on a single machine or as a concurrent site installation associated with the software licence.

The Customer may copy, in whole or in part, the Program in machine-readable form, only in those cases in which this should prove necessary for backup and recovery in case of breakdown, provided that such copies shall be used solely on the machine associated with the software key 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. 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 decompilation 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 decompilation, the Customer will first notify Stoneridge and allow Stoneridge at its option to provide the information necessary for such purposes.

4. ANNUAL LICENCE FEE

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 License 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.

STONERIDGE 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. ASSIGNATION 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. DATA PROTECTION

7.1 Stoneridge undertakes that it will:

7.1.1 use the Personal Data solely for the purposes of the Agreement;

7.1.2 act only on instructions from the Customer;

7.1.3 ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of Personal Data and against accidental loss, or destruction of, or damage to such Personal Data; and

7.1.4 make all reasonable endeavours to ensure that any sub-contractors used in the provision of the Services to the Customer shall comply with 7.1.1 to 7.1.3 of this Agreement.

7.2 The Customer warrants to Stoneridge that:

7.2.1 it will collect the Personal Data and Data in accordance with the fair and lawful practices and in accordance with the Data Protection Act 1998;

7.2.2 the instructions given by the Customer in respect of the Personal Data will at all times be in accordance with the relevant laws of the United Kingdom and/or applicable jurisdiction; and

7.2.3 it is legally entitled to control the Personal Data.

7.3 Stoneridge will not disclose any Personal Data to a third party in any circumstances except at the specific written request of the Customer or where obliged to do so under any statutory requirement, in which case it shall use reasonable endeavours to advise the Customer in advance of such disclosure and in any event immediately thereafter.

7.4 The Customer will indemnify and keep Stoneridge indemnified from and against any fines, costs, claims, damages or expenses arising from a breach of the warranties contained in this Clause 7.

8. USE OF DATA BY STONERIDGE

Notwithstanding the obligations of Stoneridge under Clause 7.1, any Data supplied to Stoneridge may be processed and used by Stoneridge and other companies engaged by Stoneridge in the provision of the program but only for Stoneridge's internal business purposes (including but not limited to the development and testing of elements of the program).

9. 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:
- 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.

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

10. 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.

11. 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 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.

12. 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.

13. ETHICAL BUSINESS PRACTICE STATEMENT

Stoneridge Electronics Ltd is committed to ethical business practices in compliance with the UK Bribery Act 2010. Stoneridge Electronics Ltd has a zero-tolerance of bribery or any activities which amount to unethical or corrupt business practice. A copy of our policy is available on request from ethics.eu@stoneridge.com.

14. 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 or emailing.

15. 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.