



ALLISON DOC®
END USER LICENSE AGREEMENT

This End User License Agreement, (this “**EULA**”), is a binding agreement between Allison Transmission, Inc. (“**Allison**”) and the person or entity identified on the Order for Allison’s Allison DOC® diagnostic software, to which this EULA is attached, as the licensee of the Software (“**Licensee**”).

ALLISON PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. LICENSEE (A) ACCEPTS THIS EULA AND AGREES THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT LICENSEE HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS EULA AND BIND LICENSEE TO ITS TERMS. **IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS EULA, ALLISON WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE OR DOCUMENTATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS EULA, AND THIS EULA EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR’S SOFTWARE.

1. **Definitions.** For purposes of this EULA, the following terms have the following meanings:
 - (a) “**Authorized Users**” means solely those individuals authorized to use the Software pursuant to the license granted under this EULA, as set forth on the Order.
 - (b) “**Documentation**” means Allison’s user manuals, handbooks, installation guides, operating instructions, and troubleshooting guides, relating to the Software provided by Allison to Licensee either electronically or in hard copy form.
 - (c) “**Fees**” means the fees, including all taxes thereon, paid or required to be paid by Licensee for the license granted under this Agreement.
 - (d) “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - (e) “**Order**” means the order form, purchase order, or other contract document submitted by or on behalf of Licensee, and accepted by Allison, for Licensee’s purchase of the license for the Software granted under this EULA.
 - (f) “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

- (g) **“Software”** means Allison’s Allison DOC® diagnostic software identified on the Order as an executable file (e.g., “.exe” file) in object code format, including any Updates provided to Licensee pursuant to this EULA.
- (h) **“Third Party”** means any Person other than Licensee or Allison.
- (i) **“Updates”** means any updates, bug fixes, patches, or other error corrections to the Software that Allison generally makes available to all licensees of the Software.

2. **License Grant and Scope.** Subject to and conditioned upon Licensee’s payment of the Fees and Licensee’s compliance with all terms and conditions set forth in this EULA and Third Party materials, Allison hereby grants Licensee a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15(e)), license, during the Term and solely by and through its Authorized Users, to:

- (a) Install in accordance with the Documentation one (1) copy of the Software on one (1) computer owned or leased, and controlled by, Licensee. In addition to the foregoing, Licensee has the right to make one copy of the Software solely for archival purposes and one copy of the Software solely for backup purposes, provided that Licensee shall not, and shall not allow any Person to, install or use any such copy other than if and for so long as any copy installed in accordance with the preceding sentence is inoperable and, provided, further, that Licensee uninstalls and otherwise deletes such inoperable copy(ies). All copies of the Software made by the Licensee:
 - (i) will be the exclusive property of Allison;
 - (ii) will be subject to the terms and conditions of this EULA and any Third Party materials; and
 - (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.
- (b) Use and run the Software as properly installed in accordance with this EULA and the Documentation, solely as set forth in the Documentation. Such use is permitted only on the computer on which the Software is installed, at the physical location thereof and not via any remote access or other network.
- (c) Download or otherwise make one (1) copy of the Documentation per copy of the Software permitted to be installed in accordance with this EULA and use such Documentation, solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Licensee:
 - (i) will be the exclusive property of Allison;
 - (ii) will be subject to the terms and conditions of this EULA and any Third Party materials; and
 - (iii) must include all Intellectual Property Rights notices contained in the original.

3. **Third-Party Materials.** The Software may include software, content, data, or other materials, including related documentation, that are owned by Persons other than Allison and that are provided to Licensee on licensee terms that are in addition to and/or different from those contained in this EULA (**“Third-Party Licenses”**). A list of all materials included in the Software and provided under Third-Party

Licenses is set forth on Schedule A to this EULA, and the applicable Third-Party Licenses are accessible via links therefrom. Licensee is bound by and shall comply with all Third-Party Licenses. Any breach by Licensee or any of its Authorized Users of any Third-Party License is also a breach of this EULA.

4. **Use Restrictions.** Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:

- (a) use (including make any copies of) the Software or Documentation beyond the scope of the license granted under Section 2;
- (b) provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Software or Documentation;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
- (d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;
- (g) except as expressly set forth in Section 2(a) and Section 2(c), copy the Software or Documentation, in whole or in part;
- (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (i) use the Software or Documentation in violation of any law, regulation, or rule; or
- (j) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Allison's commercial disadvantage.

5. **Responsibility for Use of Software.** Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this EULA.

6. **Compliance Measures.** The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 4. Licensee shall not, and shall not

attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

7. **Maintenance and Support.**

- (a) Subject to Section 7(c), the license granted hereunder entitles Licensee to the software maintenance and support services described in the Order:
 - (i) for one (1) year following the date of installation set forth on the Order; and
 - (ii) thereafter, solely if Licensee purchases additional support services.
 - (iii) Such support services shall be provided on the terms and conditions set forth in the Order.
- (b) Maintenance and support services will include provision of Updates. Allison may develop and provide Updates in its sole discretion, and Licensee agrees that Allison has no obligation to develop any Updates at all or for particular issues. Licensee further agrees that all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this EULA. Licensee acknowledges that Allison may provide some or all Updates via download from a website designated by Allison and that Licensee's receipt thereof will require an internet connection, which connection is Licensee's sole responsibility. Allison has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Software that Allison may issue as a separate or new product, and Allison may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.
- (c) Allison has no obligation to provide maintenance and support services, including Updates:
 - (i) for any but the most current version or release of the Software;
 - (ii) for any copy of Software for which all previously issued Updates have not been installed;
 - (iii) if Licensee is in breach under this EULA; or
 - (iv) for any Software that has been modified other than by or with the authorization of Allison, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Allison in writing.

8. **Collection and Use of Information.**

- (a) Licensee acknowledges that Allison may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, through the provision of maintenance and support services.
- (b) Licensee agrees that the Allison may use such information for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to:
 - (i) improving the performance of the Software or developing Updates; and

- (ii) verifying Licensee's compliance with the terms of this EULA and enforcing the Allison's rights, including all Intellectual Property Rights in and to the Software.

9. **Intellectual Property Rights.** Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this EULA, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this EULA. Allison and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this EULA. Licensee shall safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Allison if Licensee becomes aware of any infringement of the Allison's Intellectual Property Rights in the Software and fully cooperate with Allison in any legal action taken by Allison to enforce its Intellectual Property Rights.

10. **Term and Termination.**

- (a) This EULA and the license granted hereunder shall remain in effect until terminated as set forth herein (the "**Term**").
- (b) Licensee may terminate this EULA by ceasing to use and destroying all copies of the Software and Documentation.
- (c) Allison may terminate this EULA, effective upon written notice to Licensee, if Licensee, breaches this EULA and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after Allison provides written notice thereof.
- (d) Allison may terminate this EULA, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.
- (e) Allison may terminate this Agreement for any reason upon 60 days' prior written notice to Licensee, provided Allison refunds to you any prepaid Fees prorated according to the effective date of termination.
- (f) Upon termination of this EULA, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay any and all Fees listed in the Order that may have become due before such expiration or termination, or entitle Licensee to any refund, in each case except as set forth in Section 10(e).

11. **Disclaimer/Warranty Disclaimer.**

- (a) THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALLISON, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ANY THIRD PARTY AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES,

WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, ALLISON PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

12. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

- (a) IN NO EVENT WILL ALLISON OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, ANY THIRD PARTY, OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS EULA, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ALLISON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) IN NO EVENT WILL ALLISON'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO ALLISON PURSUANT TO THE ORDER FOR THE SOFTWARE.
- (c) THE LIMITATIONS SET FORTH IN SECTION 12(a) AND SECTION 12(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS EULA FAIL OF THEIR ESSENTIAL PURPOSE.

13. **Export Regulation.** The Software may be subject to United States, European Union, or other country's export control laws, including, but not limited to, the U.S. Export Administration Act, as amended, (50 U.S.C. §§ 2401-2420), and the U.S. Export Administration Regulations ("EAR"), as amended (15 C.F.R. § 730 et seq.). Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the United States.

14. **United States Government Rights.** Each of the Software and the Documentation (“Data”) is a “commercial product” as that term is defined at 48 C.F.R. (“FAR”) § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Licensee is an agency of the United States Government or any contractor therefor, Licensee only receives those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. (“DFARS”) § 227.7201 through 48 C.F.R. (“DFARS”) § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors. Each of the Software and Documentation shall be embedded and marked as appropriate with the following “Notice of Use” and shall be treated in accordance with such Notice:

NOTICE OF USE
CONTRACTOR (MANUFACTURER/SUPPLIER): Allison Transmission, Inc. CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: One Allison Way, Indianapolis, Indiana 46222. This Data is a “commercial product” as that term is defined at FAR § 2.101, consisting of “commercial computer software” and/or “commercial computer software documentation” and is subject to the End User License Agreement under which this Data was provided. © 2024 Allison Transmission, Inc. All rights reserved.

15. **Miscellaneous.**

- (a) All matters arising out of or relating to this EULA shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this EULA or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in the City of Indianapolis and County of Marion, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party’s address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- (b) In no event shall Allison be liable to Licensee, or be deemed to have breached this EULA, for any failure or delay in performing its obligations under this EULA, if and to the extent such failure or delay is caused by any circumstances beyond Allison’s reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, tornado, epidemic, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this EULA; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities.
- (c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with

confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order (or to such other address as may be designated by a party from time to time in accordance with this Section 15(c)).

- (d) This EULA, together with the Order, and all other documents that are incorporated by reference herein, constitutes the sole and entire EULA between Licensee and Allison with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, EULAs, representations, and warranties, both written and oral, with respect to such subject matter.
- (e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this EULA, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Allison's prior written consent, which consent Allison may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this EULA for which Allison's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this EULA. Any purported assignment, delegation, or transfer in violation of this Section 15(e) is void. Allison may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this EULA without Licensee's consent. This EULA is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- (f) This EULA is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this EULA.
- (g) Allison reserves the right to amend, modify, and/or supplement this EULA at any time, which shall be effective upon notice to Licensee. Except as otherwise set forth in this EULA, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this EULA shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (h) If any term or provision of this EULA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this EULA or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (i) For purposes of this EULA, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this EULA as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to this EULA or the Order, as appropriate; (y) to an instrument, or other document, an instrument or other document as amended, supplemented, and modified from time to time to the extent permitted

by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This EULA shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order and all Annexes, Schedules, and Exhibits referred to herein shall be construed with, and as an integral part of, this EULA to the same extent as if they were set forth verbatim herein.

- (j) The headings in this EULA are for reference only and do not affect the interpretation of this EULA.