

Application for VW&Audi Offboard Diagnostic Information System Software

Please complete the application form (the “Application”) and follow the instructions below to apply for enrollment in the Offboard Diagnostic Information System program (the “Program”). You must agree to the attached End User License Agreement for Offboard Diagnostic Information System Software (“EULA”) to be eligible for enrollment in the Program. Please make sure that all information in the Application is complete and accurate and to carefully review the EULA.

A. Application

<i><u>First Name</u></i>	<i><u>Last Name</u></i>	<i><u>Middle Name</u></i>
<i><u>Business Name</u></i>	<i><u>Type of Entity</u></i>	<i><u>Diagnostic Laptop Make (Panasonic, HP, Dell)</u></i>
<i><u>Business Address</u></i>		
<i><u>City</u></i>	<i><u>State</u></i>	<i><u>Zip Code</u></i>
<i><u>Work Phone</u></i>	<i><u>Mobile Phone</u></i>	<i><u>Email Address</u></i>

End-User License Agreement for Offboard Diagnostic Information System Software

This End-User License Agreement (hereinafter called “EULA”) is a legal agreement between You (either an individual or an entity acting through its authorized representative) and Volkswagen Group of America, Inc. and its subsidiaries (hereinafter called “VW”) for the Offboard Diagnostic Information System (“ODIS”) software and all associated media, printed materials, and “online” or electronic documentation (collectively hereinafter the “Product”). An amendment or addendum to this EULA may accompany the Product.

YOU ACCEPT THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, YOU MAY NOT USE THE PRODUCT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL OR USE THE PRODUCT.

1. GRANT OF LICENSE.

Provided that You comply with all terms of this EULA, VW grants You, the direct purchaser of the Product, the following license (the “License”) to use the Product:

a. Installation and Use.

You may install and use the Product only for Your own internal purposes and in connection with the direct repair of vehicles supported by the ODIS software. Only one person at a time may use the Product. The components of the Product are licensed as a single unit. You may not unbundle or separate the components of the Product, install them on different devices, or enable simultaneous use of the Product.

You may only install or use the Product on a single remote device or virtual machine. You may not transfer the Product or any associated license from one physical device to another if you use the Product on a single remote device or virtual machine. Otherwise, you may only interact with the Product through the manual input mechanisms of a device (i.e., a keyboard, mouse, or touchscreen) and a physical connection to a vehicle that is supported by the ODIS software. Other than the single remote device or virtual machine described in the preceding two sentences, you may not interact with the Product using any other form of program, script, simulation, or other type of automated system. Installation of the Product on a server or other system that is remotely accessible is expressly prohibited, and remote use of the Product over an internal or external network, including the Internet, is expressly prohibited.

You may not share, copy, or distribute the license key provided with the product. You may not copy, use, review, access, or purchase the Product if you are a diagnostic tool manufacturer, or provide any services or other support to a diagnostic tool manufacturer.

You may only use the Product to diagnose vehicles or parts manufactured for the United States or Canadian markets. You are prohibited from engaging in any of the following activities: (i) using the Product to diagnose vehicles with a ZZZ in the Vehicle Identification Number; (ii)

using the Product to repeatedly attempt to obtain radio codes; (iii) using a virtual private network solution that connects to a location outside of the United States or Canada while using the Product; (iv) connecting to a network outside of the United States or Canada while using the Product; and (v) using the Product with parts sourced by You or Your customer from outside of the United States or Canada.

b. No Modification.

You may not modify, port, or adapt the Product for any purpose or any reason.

c. Product Activation.

Activation associates the Product with a specific device. Activation may be required as a condition for the use of the Product. Activation may be used to identify unauthorized changes to the licensing or activation functions of the Product and to otherwise prevent unlicensed use of the Product. You may not modify any Product activation files, bypass or circumvent activation, or use the Product until You have purchased a valid subscription for the Product and completed all other steps required for enrollment. You may not alter, duplicate, or distribute any information or Product activation files or information operable with the Product.

d. Reservation of Rights.

The Product is licensed, not sold.

All rights not expressly granted to You in this EULA are expressly reserved by VW.

2. ADDITIONAL SOFTWARE.

This EULA also applies to updates or supplements to the original Product provided by VW, unless VW provides other terms along with the update or supplement.

3. NO REVERSE ENGINEERING, DECOMPILATION, DISASSEMBLY, OR DERIVATIVE WORKS.

You may not reverse engineer, decompile, modify, disassemble, or decrypt the Product or any portion of the Product. Reverse engineering, decompilation, and disassembly include but are not limited to data mining or the use of robots, scripts, or other automated data gathering and data extraction techniques and methods. The Product may include copyright protection systems to control access to copyrighted content. Such copyright protection systems may utilize encryption and other techniques. You may not attempt to access or utilize any content protected by a copyright protection system except as part of the use of the Product explicitly permitted by this EULA. You may not attempt to extract data from the Product or any component thereof or attempt to extract source code from the Product or any component thereof.

4. TERMINATION AND TERM.

This EULA shall be effective from the time that You install, copy, or begin using the Product and shall terminate upon the termination of this EULA by You or by VW.

You shall reconfirm Your acceptance of the terms of this EULA at any time and for any reason upon the request of VW. Failure to reconfirm shall result in immediate termination of this License.

You may terminate the License granted above at any time by providing written notice to VW using the contact information provided below and by complying with all other requirements of this EULA.

Attention: Legal Department
Volkswagen Group of America, Inc.
1950 Opportunity Way, Suite 1500
Reston, Virginia 20190

VW may terminate the License and/or Your access to and use of the Product for any reason and at any time, without notice to You. You consent to the delivery of any notice of termination solely via email. You may appeal a decision to suspend or terminate You and/or Your company to a review board provided by the NASTF dispute resolution process. The decisions of the review board are final.

VW may deactivate the Product following termination of this EULA for any reason.

Immediately upon termination of the License, You shall remove all copies of the Product from Your computer equipment. For two years after the termination or expiration of the License, VW, or its designee, may perform an audit of Your computer equipment to verify that You have removed the Product as required.

Sections 3, 5, 6, 7, 8, 9, 10, 11, and 15 shall survive the termination of the License.

5. CONSENT TO USE OF DATA.

You agree that VW may collect and use technical information provided by you or collected via the Product as a part of support services related to the Product. VW may combine this information with data collected elsewhere.

6. WARRANTY DISCLAIMER AND OTHER DISCLAIMERS.

VW provides the Product AS IS. VW disclaims all warranties, conditions, representations, and terms, express or implied, whether by statute, common law, custom, usage, or otherwise as to any matter, including but not limited to performance, security, non-infringement of third-party rights, integration, merchantability, quiet enjoyment, satisfactory quality, and fitness for any particular purpose.

7. LIMITATION OF LIABILITY AND REMEDIES.

VW will have no liability of any nature for any denial of access to any of its automotive security related service information, except the NASTF dispute resolution process, called the Service Information Request System, to address inquiries involving the release of their Automotive Security Related Service Information.

Notwithstanding any damages that You might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of VW and any of its agents under any provision of this EULA and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Product. VW shall not be liable for any indirect, consequential, incidental, exemplary, or punitive damages, including lost profits, regardless of the form of action or the theory of recovery, even if VW has been advised of the possibility of such damages. The foregoing limitations, exclusions, and disclaimers (including Section 6 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

8. INDEMNIFICATION

You will indemnify, defend, and hold harmless VW and its affiliates, agents, and invitees and their respective personnel, successors, assignees, and nominees from any and all claims, losses, liability, damages, costs, and expenses, including, without limitation, attorneys' fees, settlements, professional fees, expert fees, and judgments, arising from any acts or omissions in connection with the Product by You or your employees, contractors, subcontractors, or agents.

9. INTELLECTUAL PROPERTY OWNERSHIP AND CONFIDENTIALITY.

The Product is the intellectual property of and is owned by VW. The structure, organization, and source code of the Product and diagnostic data contained in the Product, including, without limitation, key codes, immobilizer codes, and any other information acquired through use of the Product, are valuable trade secrets and confidential information owned by VW. The Product is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions.

Except as expressly provided under this EULA, VW does not grant You a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks, or other intellectual property owned or controlled by VW or any related entity, including but not limited to any name, trade dress, logo, or the like.

10. ASSIGNMENT.

Neither this EULA nor any rights granted hereunder, in whole or in part, shall be assignable or otherwise transferable by You. Nothing in this EULA grants You the right to assign, sell, lease, loan, sublicense, or otherwise transfer the Product or any data or information acquired or derived from the Product in whole or in part to a third party. This prohibition extends to any use of the

Product in connection with a software-as-a-service (SAAS) business model in which You derive revenue through any use of the Product.

11. EXPORT.

You shall act, during the term of this EULA and thereafter, in full compliance with all export control laws regarding any technical or direct product related to this EULA, and shall comply with any and all restrictions or conditions imposed by the terms of any United States general or validated export license, authorization to re-export, or any other similar grant of authority then in effect, upon Your use or disposition of a technical or direct product. You represent and warrant to VW that any and all representations, undertakings, statements, or certifications made in this regard are and will remain true and correct, and that You will immediately provide written notice to VW upon Your discovery to the contrary.

12. ENTIRE AGREEMENT.

This EULA, including any addendum or amendment hereto, is the entire agreement between You and VW relating to the Product and supersedes all prior or contemporaneous oral or written communications, proposals, and representations concerning the Product or any other subject matter covered by this EULA. To the extent the terms of any VW policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. This EULA supersedes any previous EULA between You and VW related to the Product. The terms in this EULA are made retroactive to the maximum extent permitted by law and shall apply to purchases of the Product by You.

13. THIRD PARTY SOFTWARE.

VW makes no grant of license rights to any software, source code, applications owned or licensed by a third party, or any open source software (hereinafter “Third-Party Software”). When additional licenses or license terms exist or are required for any Third-Party Software incorporated in or delivered with the Product, the terms of that third-party license will supersede any conflicting or different terms in this EULA as it relates to the Third-Party Software.

14. SEVERABILITY AND MODIFICATION.

If any part of this EULA is found void and unenforceable, it will not affect the validity of the balance of this EULA, which will remain valid and enforceable according to its terms. VW may update the terms of this EULA by posting the updated terms at <https://vw-us.erwin-store.com> or <https://audi-us.erwin-store.com>. By continuing to use the Product, you accept such changes to the EULA, which shall take effect at the time they are posted.

15. GOVERNING LAW, EXCLUSIVE VENUE, AND ACCEPTANCE OF SERVICE.

This EULA is governed by the laws of the Commonwealth of Virginia, without regard to choice of law rules. All disputes related to the Product and this EULA shall be brought and resolved exclusively by a court of competent jurisdiction in either Fairfax County, Virginia, or the U.S. District Court for the Eastern District of Virginia.

REGISTRY APPLICATION FEE

The fee for the Application is \$100. You understand that you are herewith enclosing the application fee for the Program only and that you may have to pay a fee schedule as provided by Volkswagen Group of America, Inc. (“VW”). You understand that the annual fees may be changed by VW at any time and from time to time, without notice.

To process your application, you must submit payment for the Application and attach a valid driver’s and business license for the person completing the application.

- Visit <http://literature.vw.com>.
- Select the **ODIS Service** icon, add the *VW ODIS Registration Fee* to your shopping cart, and complete the purchase.
- Email the following documents to ODIS@HELM.COM
 1. Picture/Selfie of you holding your driver’s license. **Note:** We will delete this picture after verification. The drivers license must be from the USA and its territories or Canada. A Passport is not acceptable.
 2. A weblink to the business license you filed with your local state authority.
 3. Copy of the payment confirmation number
 4. Completed and Signed application, all pages should be sent.

You hereby attest that You have read, understand, and agree to the foregoing **End-User License Agreement for Offboard Diagnostic Information System Software.**

The undersigned has duly executed and delivered this EULA as of the date set forth below.

Name of Entity

Print Full Name

Sign Full Name

Title

Date