



DRIVE TRAIN DECODER (DTD) TERMS OF USE

YOUR USE OF TRC's DRIVE TRAIN DECODER (the "DTD") IS SUBJECT THE TO FOLLOWING TERMS OF USE (THESE "TERMS OF USE"), WHICH IS A BINDING AGREEMENT BETWEEN YOU ("User" or "You") AND TRC. BY ACCESSING AND USING the DTD, YOU AGREE TO BE BOUND BY, AND COMPLY WITH, THESE TERMS OF USE.

1. **Access to the DTD.** the DTD is a proprietary online software tool that TRC makes available to representatives of TRC's Preferred Suppliers (defined below) as a software-as-a-service, on an "as is" basis under a limited license. TRC grants You the limited right to use the DTD for the sole purpose of increasing and facilitating purchase of drive train related components from TRC, and You may not use the DTD for any material purchases of remanufactured transmissions and differentials other than from TRC. You understand that TRC monitors the use of the DTD, and if TRC identifies any failure to comply with the foregoing or other terms of these Terms of Use, TRC may in its sole discretion terminate Your access to the DTD.

2. **Preferred Supplier.** You have been given access to the DTD because you are an employee or representative of a TRC customer that has qualified for the TRC program (a "**Preferred Supplier**") by, among other things, supporting TRC products at a level specified by TRC. You hereby represent and warrant that you are an authorized representative of your employer and are authorized by Your employer to enter these Terms of Use and use the DTD. TRC has set the Preferred Supplier qualification requirements in its discretion, and may modify such qualifications requirements from time to time. If at any time Your employer ceases to qualify as a Preferred Supplier, TRC may in its discretion suspend or terminate your access to the DTD.

3. **User Credentials.** In connection with establishing an account with the DTD, You will be issued a login ID and password ("**Credentials**") that may be used exclusively by You. You agree to keep Your Credentials confidential and to not permit any third party to use them to access or use the DTD. If You cease to be employed by Your employer, You will no longer have the right to use the Credentials or access the DTD. Any personal data that you provide to TRC in connection with Your account will be used and processed in accordance with our [Privacy Policy](#).

4. **Ownership of the DTD and Product Data.** You agree that the DTD and all product and other data contained in or processed in the DTD (the "**Product Data**"), are the valuable property of TRC and/or its licensors, and are protected by copyright and other intellectual property laws and international treaties. You agree that Your limited right to use the DTD does not give you any ownership interest or other rights in the DTD or any Product Data, including by implication or estoppel, other than the rights expressly granted hereunder, and all rights not expressly granted are reserved to TRC and its licensors. TRC has the exclusive editorial control over the DTD, and may at any time modify or update the DTD, including to add or remove certain features or functionality thereof. The Product Data includes data and content provided by third parties or available in the public domain (collectively, "**Third Party Materials**"). You acknowledge and agree that the Third Party Materials are provided solely as a convenience, that Your use of such Third Party Materials is at Your own risk, and TRC is not responsible to You or any third party for any Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof.

5. **Use Restrictions.** You may not use the DTD or the Product Data (defined below) except as expressly permitted under these Terms of Use. Without limiting the foregoing, You agree not to (directly or indirectly): (i) copy (except as expressly permitted under these Terms of Use), modify, translate or otherwise create derivative works of any part of the DTD, including any Product Data; (ii) reverse engineer, decompile, disassemble, modify, translate, adapt or attempt to derive the source code or underlying ideas or algorithms of the DTD or the Product Data, or any portion thereof (except to the limited extent applicable laws specifically prohibit such restriction), or attempt to recreate the DTD or Product Data for any competitive purpose; (iii) cause or permit any Product Data to be scraped, mined or otherwise accessed, or added to, modified or deleted by You or any third party or any automated control, machine, computer program or software; (iv) sell, resell, encumber, rent, lease, time-share, distribute, transfer or otherwise use or exploit or make available the DTD or Product Data, to or for the benefit of any third-party, including by



making the DTD or Product Data available on a network where it is capable of being accessed by more than one device at any time; (v) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the DTD or the Product Data. You shall use the DTD and Product Data in full compliance with all applicable laws and regulations.

6. Suspension and Termination. TRC at all times has the right to take appropriate action to address risks to the DTD or Product Data. Without limiting the foregoing, TRC may immediately suspend Your access to any portion or all of the DTD, including if: (i) TRC believes that the DTD or Product Data are being used in violation of these Terms of Use or applicable law; (ii) in TRC's determination Your or Your employer's use of the DTD interferes with the normal operations of TRC's or its service provider's platform or network, or creates any threat to the security of such platform or network for any content of TRC; (c) TRC becomes aware of what TRC, in its sole discretion, deems a credible claim that the DTD or Product Data infringes upon the intellectual property rights of a third-party or (d) required to do so by law. TRC will not be liable for any claims or damages of any kind arising out of a suspension of the DTD, and TRC may maintain a suspension for as long as it deems reasonably necessary. TRC may in its discretion suspend or terminate Your rights to access or use the DTD, without notice, if You breach of these Terms of Use, or if Your employer ceases to qualify as a Preferred Supplier.

7. Disclaimers of Warranties. THE DTD AND PRODUCT DATA ARE PROVIDED "AS IS" AND TRC (ON BEHALF OF ITSELF AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS) HEREBY EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS OR IMPLIED, ON THE DTD AND PRODUCT DATA, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SUITABILITY, ACCURACY OF DATA OR SYSTEM INTEGRATION, INTEGRITY, UPTIME AND/OR AVAILABILITY, OR ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING, PERFORMANCE, USAGE OR TRADE PRACTICE. TRC (ON BEHALF OF ITSELF AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS) DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DTD AND PRODUCT DATA WILL MEET YOUR OR YOUR EMPLOYER'S REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, OR THAT THE OPERATION THEREOF WILL BE SECURE, UNINTERRUPTED, FREE FROM BUGS, VIRUSES OR ERRORS OR OTHER PROGRAM LIMITATIONS. YOU ACKNOWLEDGES AND AGREES THAT ITS USE OF AND ANY RELIANCE UPON THE DTD AND PRODUCT DATA IS AT YOUR OWN RISK.

YOU ACKNOWLEDGE THAT THE DTD MAY NOT BE AVAILABLE, DUE TO: (I) SCHEDULED SYSTEM BACKUP OR OTHER ON-GOING MAINTENANCE PERIODS; (II) ANY EMERGENCY MAINTENANCE PERIOD THAT TRC, AT ITS SOLE DISCRETION, DETERMINES IS NECESSARY; (III) ANY UNFORESEEN CAUSE BEYOND TRC'S REASONABLE CONTROL, INCLUDING INTERNET SERVICE PROVIDER OR COMMUNICATIONS NETWORK FAILURES, DENIAL OF SERVICE ATTACKS OR SIMILAR ATTACKS, OR ANY FORCE MAJEURE EVENTS; OR (IV) DELAYS CAUSED BY EQUIPMENT PROVIDED BY YOU. YOU ACKNOWLEDGE THAT TRC RELIES ON THIRD-PARTY PROVIDERS AND SYSTEMS, HARDWARE AND NETWORKS, INCLUDING FOR HOSTING, COMMUNICATIONS AND CONNECTIVITY, AND THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN INTERRUPTIONS IN SERVICES, AND LOSS OR CORRUPTION OF DATA. TRC IS NOT RESPONSIBLE TO YOU HEREUNDER FOR THE ACTIONS OR INACTIONS OF THIRD-PARTY SYSTEMS, PROVIDERS OR LICENSORS THAT TRC USES TO PROVIDER THE DTD, INCLUDING ANY FAILURE OF PERFORMANCE HEREUNDER ARISING THEREFROM.

8. Limitation of Liability. YOU AGREE THAT TRC, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, SHALL NOT BE LIABLE TO YOU OR YOUR EMPLOYER OR ANY THIRD PARTY FOR (i)



ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOSS OR DESTRUCTION OF DATA, COMPUTER FAILURE OR MALFUNCTION, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF GOODWILL OR ANY OTHER LOSS, OR FOR EXEMPLARY DAMAGES, OR (ii) ANY LIABILITY UNDER THESE TERMS OF USE IN AMOUNTS THAT, IN THE AGGREGATE, EXCEED THE FEES ACTUALLY PAID BY YOU OR YOUR EMPLOYER FOR USE OF THE DTD HEREUNDER; IN EITHER CASE WHETHER RESULTING FROM YOUR USE OR INABILITY TO USE THE DTD OR PRODUCT DATA, OR FOR DAMAGES RESULTING FROM OR RELATING TO CLAIMS BROUGHT AGAINST YOU BY THIRD PARTIES OR OTHERWISE, EVEN IF TRC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

9. General Provisions.

(a) All disputes relating to the interpretation of these Terms of Use or the rights and obligations hereunder shall be governed by any applicable federal law, and the laws of the state of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Delaware for the purpose of any suit, action, proceeding or judgment relating to or arising out of these Terms of Use.

(b) You may not may not assign or transfer these Terms of Use, in whole or part, or any rights or obligations thereunder (including by merger, sale of equity or stock, or by operation of law), without the prior written consent of TRC. Subject to the foregoing, these Terms of Use shall be binding on and inure to the benefit of TRC and You and their respective successors and permitted assigns. In the event of any attempted assignment or transfer of these Terms of Use in violation of this Section 13(a), such purported assignment or transfer shall be void and without force or effect. These Terms of Use, including all Schedules hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by a writing signed by both Parties. The section headings in these Terms of Use are for reference purposes only and shall not affect the meaning or interpretation of these Terms of Use. If any provision of these Terms of Use shall be found to be illegal or unenforceable, then, notwithstanding such illegality or un-enforceability, these Terms of Use shall remain in full force and effect and such provision shall be deemed to be deleted. Furthermore, if possible to ascertain the intent of the Parties, there shall be added a substitute provision as similar in substance as legally possible and the remainder of these Terms of Use shall not be affected. Except as expressly provided in these Terms of Use, any failure or delay by either Party in exercising any right or remedy will not constitute a waiver of such right or remedy. The relationship of the Parties is one of independent contractors and nothing in these Terms of Use shall be construed to create a partnership, agency, joint venture or fiduciary relationship between You and TRC. TRC's third-party providers and licensor are an intended third party beneficiary of the disclaimer and liability limitation provisions of these Terms of Use. All notices, approvals, consents and other communications required hereunder shall be in writing and delivered by personal delivery or nationally recognized overnight professional courier (with all fees pre-paid). Any such notice shall be deemed to have been given on the date it is received by the addressee during regular office hours at the addresses specified above, or at such other address as that Party may provide in writing.

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SHIFT GEARS WITH TRC QUALITY