

HINO END USER LICENSE AGREEMENT

PLEASE READ THIS "HINO END USER LICENSE AGREEMENT" CAREFULLY BEFORE USING HINO DX SOFTWARE

Hino Motors Ltd. ("Hino") makes an on-board diagnosis software "HINO Diagnostic Explorer" including its updates and renewals (collectively, "Software") available to you (the "User"), subject to your compliance with the terms and conditions set forth in this Hino End User License Agreement (this "EULA").

By clicking "I AGREE" button, User agrees to be bound by these terms and conditions set forth in this EULA. If User does not agree to these terms and conditions, User may not download, install or use Software. In such a case, User must immediately exit and uninstall the Software from the Device. Your electronic consent to this EULA, whether by clicking "I AGREE" or similar buttons provided in conjunction with this EULA, shall constitute your electronic signature and shall be of the same effect as if you had signed this EULA manually. Hino reserves the right to amend, update or make changes to Software or this EULA from time to time in Hino's sole discretion, and such changes will be effective the next time User seeks to use Software. This EULA is effective only when the Licensee Company (as defined below) issuing the user-ID and password to use Hino Portal Site is an entity established under the laws of Japan. When the Licensee Company is not an entity established under the laws of Japan, please contact Manager (as defined below) without proceeding forward.

1. Definition

"License" means the right to use the Software granted by Hino.

"Sub-license" means the right to use the Software sub-licensed by a company which was granted the License by Hino.

"Licensee Company" means a company to which User with License or Sub-license belongs, having the License or Sub-license.

"Manager" means an officer or employee of a Licensee Company who manages access licenses concerning Hino's portal site ("Hino Portal Site"), which is directly or indirectly granted by Hino.

"Hino Product" means any product designed or manufactured by HINO, including one distributed by a third party under the third party's brand name (or an OEM product).

"ECU" means the electronic control unit installed in Hino Product.

"Device" means personal computers used by User in which Software has been or will be installed.

2. Eligibility as User

In order to use Software, User must be officially licensed to use Software by Licensee Company pursuant to, as applicable, an agreement between Hino and User's employer or a sublicense to User's employer from Licensee Company pursuant to a license agreement between Hino and such Licensee Company. In addition, User must hold valid user ID and password for logging into Hino Portal Site operated by Hino. User is prohibited from using the Hino Portal Site if he or she does not hold user ID and password or user ID or password was invalidated. User shall be subject to the terms and conditions under the agreement entered into by and between Licensee Company that the user belongs to and HINO for the use of the Software in addition to this EULA.

3. Grant of License

On the condition that User agrees all of the terms and conditions set forth in this EULA, Hino grants User with the License. License is non-divisible, non-assignable, non-exclusive right.

4. Subject ECU

Software is solely applicable to Hino genuine ECU. Software is not intended, and should not be used, for ECU on engines or units other than Hino Products. Hino assumes no responsibility whatsoever for the consequences in the event that User reprograms or otherwise uses Software for ECU other than Hino genuine ECU.

5. Requirements to Operate the Software

To operate the Software, the Licensee shall install the Software to a personal

computer the specification of which shall at least satisfy the following:

Description	Minimum required conditions
Display size	1024 X 768 pixels
CPU	32bit processor of 1GHz
Memory (RAM)	1Gbyte
Hard disc	100Gbyte
Communication spot	HINO Portal Site Vehicle interface (DST-i)
OS	Windows7
Required Software	Internet Explorer 8, 9

Software may not run properly on Devices failing to satisfy the above requirements.

6. User's Obligation

a. User shall connect to the internet to the Software at least within 30 (thirty) calendar days. The Software shall be inactivated after the first usage following the failure to login in to Hino Portal Site for thirty (30) calendar days. In this case, Licensee can use and/or re-activate the Software by starting-up the Software connected to the Internet.

b. User shall always use the updated Software and use only the current version of the Software. User shall update the Software when any update or upgrade (collectively, "Updates") is notified by the Software. Unless otherwise directed by Manager, User shall not use the Software without implementing the available Updates.

7. Restriction on Use

User may not reproduce, modify, edit, alter, adapt, create derivative works from or otherwise change, transmit, sell, rent, reverse engineer or make any attempt to discover the source code of said software. Downloading software from the Hino Portal Site to devices in order to install said software should not be deemed to constitute reproduction under this EULA. Without limiting the generality of the foregoing, User shall comply with the following restrictions.

a. User is not permitted to use Software for any purpose other than failure diagnosis for vehicles of Hino Products and updating programs for ECU.

b. User shall not reproduce, modify, edit, alter, adapt, create derivative works from or otherwise change the Software in any way.

c. User is not permitted to sell, rent, lease, loan, sublicense, assign or otherwise transfer the Software, in part or in whole, to any third party.

d. User shall take necessary and appropriate security measures so that User's use of Software will not disrupt, disable, harm, erase the memory of, or otherwise impede or negatively impact the operation, features or functions of Software.

e. User shall not remove, obscure, interfere with or modify the presentation or functionality of any aspect of Software.

f. User shall not upload Software to web sites, online bulletin board or other locations on the Internet where a third party can access.

8. Refusal of Access

In the event that Hino or a Licensee Company determines that User has violated any of the restrictions set forth in Section 7 above, Hino may immediately terminate this EULA without notice. In the event that Hino terminates User license to use the Software pursuant to this Section 8, Hino shall bear no responsibility whatsoever for any direct damage, special damage, incidental damage, indirect damage, contingency damage, consequential damage, or punitive damage (including, but not limited to loss of business profit, ceasing of business, loss of business information, or other financial loss) incurred by User arising from being denied access to Hino.

9. Collecting Information

For the purpose of provision of Updates and other purposes, Hino may check and confirm user-IDs and specifications or other technical information about Devices directly or through Licensee Company or Manager.

10. Inquires

The Manager or Licensee Company who issued a user ID and password to log in to Hino Portal Site to User will handle all inquiries regarding Software from said user.

11. Intellectual Property

a. The parties acknowledge that, as between Hino and User, Hino retains all right, title and interest (including, without limitation, all copyrights, design rights, trademarks, trade secrets, patents, industrial rights, any license granted by a third party who owns those rights, and all other intellectual and proprietary rights related thereto, collectively, "Proprietary Rights") in and to the Software, any other data or information made available via Software and any portion thereof, and nothing in this EULA shall (or shall be construed to) restrict, impair, transfer, license, convey or otherwise alter or deprive Hino of any of its ownership interests in Software or any other data or information made available via Software.

b. User hereby assigns to Hino all rights, title and interest (including, without limitation, copyrights prescribed under Articles 27 and 28 of the Japanese Copyright Act and all Proprietary Rights related thereto) in and to materials, data, information or other creative work which the User has submitted to Hino in relation to use of the Software ("Submitted Materials"). The foregoing assignment shall include all rights, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world, related to such materials, together with all national, foreign and state registrations and applications relating thereto, and all goodwill associated with any of the foregoing. In the event that any Submitted Material is not assignable or that User retains any right, title or interest in and to any Submitted Material, User hereby grants to Hino a perpetual, irrevocable, worldwide, exclusive, fully paid-up, assignable, sublicensable (through multiple tiers) right and license (including, without limitation, under all Proprietary Rights), to use, reproduce, distribute, transmit, adapt, modify, perform and display (publicly or otherwise), make available and otherwise exploit all or any portion of such Submitted Materials, in any form or media (now known or later developed). User unconditionally and irrevocably waives the enforcement of any rights retained by User in the Submitted Materials, and all claims and causes of action of any kind against User with respect to such rights (including, without limitation, any "moral rights" or other rights with respect to attribution of authorship or integrity).

c. User agrees to take any action reasonably requested by Hino to evidence, maintain, enforce or defend Hino's rights set forth in this Section 10. Hino shall not

take any action to jeopardize, limit or interfere in any manner with Hino's ownership and rights set forth in this Section 10. All rights not expressly granted hereunder by Hino are expressly reserved by Hino.

12. Termination

a. Termination by Hino. Hino may immediately restrict or suspend access to Hino Portal Site by User and/or all the Users of the Licensee Company in case of the breach by the User of this EULA. In addition, HINO may, at any time, terminate the license and/or sub-license to use the Hino Portal Site with thirty (30) calendar days prior written notice to the Licensee Company. b. Upon Termination. Upon any termination of this EULA pursuant to the item a of this section, User shall immediately uninstall Software from Device, except for the cases where more than two Users, having user ID respectively, jointly uses Software installed in one Device and the other User(s) still has valid license to use the Software.

13. DISCLAIMER; LIMITATION OF LIABILITY

a. Disclaimer. HINO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS EULA, SOFTWARE, OR SUPPORT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. USER'S USE OF SOFTWARE IS AT ITS OWN RISK ON AN "AS IS" AND "AS AVAILABLE" BASIS. HINO FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE ACCURACY AND/OR RELIABILITY OF SOFTWARE, AND ANY OTHER INFORMATION OBTAINED BY USER VIA SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR DATA REGARDING HINO PRODUCTS. USER SOLELY IS RESPONSIBLE FOR USING THE SOFTWARE AND RECEIVING RELEVANT SUPPORT.

b. Limitation of Liability. HINO SHALL NOT BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR

CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL AND THE LIKE), ARISING FROM OR RELATING TO THIS EULA AND SOFTWARE, (INCLUDING SUPPORT) EVEN IF HINO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) THE CONTENT OF INFORMATION OBTAINED FROM SOFTWARE (INCLUDING SUPPORT) OR THE UNAVAILABILITY, INOPERABILITY, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION RELATING TO THE INTERNET OR SOFTWARE (INCLUDING SUPPORT). IN NO EVENT WILL HINO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS EULA UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) EXCEED ONE HUNDRED DOLLARS (\$100.00).

14. Representations, Warranties and Covenants

User hereby represents, warrants and covenants that: (a) it has the right, power and authority to enter into this EULA and to fully perform its obligations hereunder; (b) nothing contained in this EULA or in the performance of this EULA will place it in breach of any other contract or obligation; (c) it shall comply with all applicable laws, statutes, ordinances and regulations in its performance hereunder; (d) it has been authorized and granted access rights to Hino, by Hino or a Licensee Company; and (e) any Submitted Material, data or other information provided to Hino in relation to Software will not contain any viruses, worms, Trojan horses, time bombs, other software routines, code or material defects that might disrupt, disable, harm, erase the memory of, or otherwise impede or negatively impact the operation, features or functions of Software. In the event that User breaches any of the provisions of this EULA, and such breach(es) results in damages to Hino, Hino shall be permitted to claim damages against User.

15. Indemnification

User shall indemnify, defend and hold harmless Hino and its affiliates and their respective directors, officers, shareholders, employees, agents and representatives

(collectively, the "Hino Indemnites") from any and all losses, liabilities, damages, awards, settlements, judgments, costs or expenses (including attorneys' fees and costs of suit) arising out of or in connection with any third-party claim, action, suit and/or proceeding that arises out of or relates to (a) any allegation that any information or other materials that User violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party or (b) any breach or alleged breach by User and its affiliates or any of their respective directors, officers, employees, agents and representatives, of this EULA or any representation, warranty or covenant made hereunder (collectively, the "Claims"). Hino shall notify User in writing of any Claims. The Hino Indemnitee(s) will reasonably cooperate with User at User's expense. User may not settle any Claim without Hino's consent. Any Hino Indemnitee may participate in the defense or settlement of any such Claim with counsel of its own choice at its own expense.

16. Confidentiality

a. For the purpose of this EULA, Hino's Confidential Information means information which are reasonably recognized as confidential information or which HINO designates as confidential information in the Hino Portal Site, but excluding any Information that becomes generally known or available, through no act or failure to act on the part of User. User shall take all reasonable measures to protect the confidentiality of "Information" in a manner that is at least protective as the measures it uses to maintain the confidentiality of its own confidential information (but in no event less than reasonable efforts), but excluding any Information that becomes generally known or available, through no act or failure to act on the part of User. User shall hold the Information in strict confidence and shall not disclose, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such Information, or disclose such Information to third parties, or use such Information for any purpose other than as necessary to fulfill its obligations or exercise its rights under this EULA. Prohibition set forth in this paragraph is applied in addition to the prohibition set forth in Section 7 of this EULA, and should not be interpreted as denial of application of Section 7.

b. User shall not, without the prior written consent of Hino, disclose any of Information to any person other than its own employees who require disclosure of such Information in order to use Software, provided that (i) any such disclosure shall be made to the extent absolutely necessary for such purpose and (ii) User shall ensure that

such persons are made aware, prior to the disclosure to them of any Information, that the same is confidential and that they shall owe a duty of confidence to User. User shall, free of any condition, restriction, lien or other encumbrance, deliver to Hino upon request, all Information, all other materials developed using Information and all copies or other physical embodiments thereof on whatever media and in whatever form which shall be in its possession or control and/or in that of its employees or any other person to whom it has been provided.

c. If User breaches the obligation of confidentiality or the promise of obligation of confidentiality under this Section 14, User shall compensate Hino for all damages arising as a result of such breach. In addition to the foregoing remedy, Hino shall have the right to obtain injunctive relief, a cancellation order or other similar legal remedy. Hino's exercise of the foregoing rights shall not constitute a waiver by Hino of any other rights and remedies it may have under law or equity.

17. Force Majeure

In the event that Hino finds itself unable, by reason of a case of "force majeure" to carry out its obligations hereunder in whole or in part, Hino's obligations to the extent that they are affected by such "force majeure" shall be suspended as long as the impossibility so caused shall last but not thereafter. The term "force majeure" as used herein shall mean, any event, whether accidental or not, beyond the control of Hino affected by such event but not necessarily unpredictable by Hino, including, by way of indication and not by way of limitation, any natural calamity, war (whether declared or not), civil war, terrorism, riot, change in the regime of the country, establishment, revision and/or abolition of statute, order and/or disposal by the public power, strike, sabotage, blockade and other disturbances, labor disputes or the like trouble, trouble in the system of transportation, lack of any governmental necessary authorization, fire, explosion, lightning storm, wind, drought, flood, earthquake, epidemic quarantine and more generally and other circumstances or situation whether similar or different which is reasonably beyond the control of Hino. Hino shall be exempt from any damages incurred by User as a result of force majeure.

18. Assignment

User may not assign, sublicense, assume in bankruptcy, pledge, mortgage or otherwise encumber this EULA, in whole or in part, without the prior written consent of Hino in its sole discretion. Any attempted action in violation of the foregoing shall be null and void and of no force or effect.

19. Waiver

No failure of Hino at any time in requiring the performance by User of any provision hereof shall prejudice the right to require full performance of the same provision at any time thereafter. No waiver by Hino of a breach of any provision hereof shall constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. No waiver of any provision hereof shall be effective unless the same shall be made explicitly in writing and signed by the party hereto against whom such waiver is sought to be enforced.

20. Construction; Governing Law

This EULA is drafted in English and in case of various editions, the English edition of this EULA shall control. User and Hino expressly agree that this EULA shall be governed by, and construed and interpreted in accordance with, the laws of Japan, without giving effect to the laws, rules or principles thereof regarding conflict of laws.

21. Arbitration

User and Hino agree to use good faith efforts to resolve any dispute, controversy or trouble arising from or in connection with this EULA. In the event that the parties cannot reach a satisfactory resolution, it is agreed that at the request of either party, the dispute, controversy or trouble shall be resolved by arbitration in Tokyo, Japan in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by one or more arbitrators appointed in accordance with the Rules. The language used in the arbitration proceedings shall be the English language.

22. Government Approval

Any provision of this EULA which requires the approval of the governments of the country in which User resides shall become effective when the approval is granted by the governments concerned. User shall be fully responsible for obtaining any approval of the governments and User shall faithfully and promptly obtain such approval.

23. Taxes and Expenses

All taxes, expenses, charges, duties and local or governmental charges which may be due or become due as a consequence of this EULA shall be borne by User.

24. Severability

If any provision of this EULA is found to be invalid, unlawful or unenforceable under the laws or regulations of Japan or the country in which User uses the Software, the remainder of this EULA shall nonetheless remain in full force and effect and this EULA shall be construed as if such invalid, unlawful or unenforceable provision had not been a part hereof. The parties hereto shall confer and use good faith efforts to agree upon a similar provision to take the place of such invalid, unlawful or unenforceable provision.

25. Cumulative Remedies

The rights and remedies of the parties provided under this EULA are cumulative and in addition to any other rights and remedies of the parties at law or equity.

26. Headings

All headings and captions are included for convenience of reference only and shall not affect the meaning or interpretation of this EULA.

27. Entire Agreement

This EULA constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous representations, discussions, proposals, negotiations, agreements and communications, whether oral or written, related hereto between Hino and User and all past courses of dealing or industry custom.

28. Amendments to EULA

This EULA may be revised or amended by Hino from time to time at its sole discretion.

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Registered Address: Hino Motors Ltd., 3-1-1, Hino-dai, Hino-shi, Tokyo 191-8660