

## SHAREWARE LICENSE AGREEMENT

This is a legal agreement between you, the "END USER", and LLC TESLA ("TESLA"). Use of this software (the "SOFTWARE") written by TESLA indicates your acceptance of these terms.

1. GRANT OF LICENSE. TESLA hereby grants you the right to use the SOFTWARE on a single device. The SOFTWARE is considered in use on a device when it is loaded into temporary memory or installed into permanent memory.
2. PROPRIETARY RIGHTS. The SOFTWARE is owned exclusively by TESLA, and this license does not transfer any ownership of the SOFTWARE to you.
3. NON PERMITTED USES. You may not translate, reverse program, disassemble, decompile or otherwise reverse engineer the SOFTWARE.
4. NO WARRANTY. THIS SOFTWARE IS LICENSED TO YOU "AS IS," AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TESLA DOES NOT WARRANT THAT THIS SOFTWARE DOES NOT INFRINGE ANY RIGHTS OF THIRD PARTIES.
5. LIMITATION OF LIABILITY. TESLA grants the license to the SOFTWARE hereunder and the END USER accepts the use hereof on an "AS IS" and "WITH ALL FAULTS" basis. Furthermore, the END USER understands and agrees that IN NO EVENT WILL TESLA OR ANY OF ITS SUPPLIERS BE LIABLE TO LICENSEE FOR SPECIAL OR CONSEQUENTIAL DAMAGES which might arise out of or in connection with the performance or non-performance of this Agreement or of the SOFTWARE hereunder, even if TESLA has been advised of the possibility of such damages, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS due to errors, inaccuracies, omissions, incompleteness or insufficiency of the SOFTWARE or materials, nor for the usefulness of the SOFTWARE to the END USER. In no event shall TESLA 'S liability related to any of the SOFTWARE exceed the license fees, if any, actually paid by you for the SOFTWARE. TESLA shall not be liable for any damages whatsoever arising out of or related to the use of or inability to use the SOFTWARE, including but not limited to direct, indirect, special, incidental, or consequential damages. The software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). TESLA and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.
6. You shall restrict your use of this edition of the software. The evaluation period is 30 days and any use after 30 days shall be considered commercial use unless otherwise agreed in written. After the 30 days evaluation period, you must remove the software and related documentation without delay.