

LICENSE AGREEMENT

This Agreement is by and between FCA US LLC f/k/a Chrysler Group LLC, a Delaware limited liability company having a principal place of business at 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766 ("FCA US"), and the below identified company ("Licensee") having a principal place of business at the address set forth below, and is effective as of the date that it has been signed by both parties.

WHEREAS, Licensee is in the business of making aftermarket conversions of motor vehicles (such as upfits), and/or making and selling upfit products for installation on motor vehicles, including certain motor vehicles manufactured by or for FCA US; Licensee desires to obtain certain technical material pertaining to the FCA US vehicles to use therefor, which may in particular include without limitation, certain files from FCA US's electronic design system and certain of FCA US' specifications and standards, all of which is collectively referred to herein as "FCA US Vehicle Information;" and as an accommodation to Licensee, FCA US is willing to provide Licensee with certain FCA US Vehicle Information.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. **License.** FCA US grants Licensee a nontransferable, personal, non-exclusive, royalty-free license, without the right to grant sublicenses, while this Agreement is in effect to use any FCA US Vehicle Information provided by FCA US to Licensee solely for the purpose of making aftermarket conversions of FCA US vehicles and/or packaging the upfit products set forth on Exhibit 1 for installation on FCA US vehicles (collectively, "Licensed Purpose"). FCA US does not grant Licensee any other license or right under this Agreement. FCA US will, in its sole discretion, decide what FCA US Vehicle Information that it will provide Licensee.
2. **Ownership, Confidentiality, Restrictions.** All FCA US Vehicle Information provided by FCA US to Licensee is and will remain the property of FCA US. Licensee will only use FCA US Vehicle Information for the Licensed Purpose. All FCA US Vehicle Information will be retained by Licensee in confidence and will not be disclosed to any third party. Licensee will restrict access to the FCA US Vehicle Information to those of its personnel engaged in the Licensed Purpose who have a need to know and whom Licensee has bound to appropriate confidentiality obligations. The foregoing confidentiality obligations will not apply to any FCA US Vehicle Information that: (i) is rightfully received by Licensee from a third party who is not obligated to keep such information confidential; (ii) is furnished by FCA US to a third party without restriction; (iii) or is approved for release by written authorization of FCA US. Upon FCA US' written request (which can be by e-mail), Licensee will within thirty days of such request delete all FCA US Vehicle Information from any electronic media and will destroy all FCA US Vehicle Information that is on other media (such as paper and magnetic media), and will confirm in writing that the foregoing has been done.
3. **LICENSEE ASSUMES THE ENTIRE RISK OF USING THE FCA US VEHICLE INFORMATION. THE FCA US VEHICLE INFORMATION, INCLUDING ANY FILE FROM FCA US'S ELECTRONIC DESIGN SYSTEM, IS LICENSED "AS IS." FCA US MAKES NO WARRANTIES OF ANY KIND RESPECTING THE FCA US VEHICLE INFORMATION, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FCA US VEHICLE INFORMATION IS NOT WARRANTED TO BE ERROR OR VIRUS FREE. FCA US IS NOT LIABLE FOR ANY DAMAGES IN CONNECTION WITH THE LICENSE GRANTED OR USE OF THE FCA US VEHICLE INFORMATION, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFIT, USE, GOOD WILL, OR ANY WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN**

CONNECTION WITH, RELATED TO, OR ARISING OUT OF THE USE OF THE FCA US VEHICLE INFORMATION.

4. **Termination.** This Agreement is terminable at will by any party at any time, with or without cause. Paragraphs 2 & 3 survive termination of this Agreement. Within thirty days after the termination or expiration of this Agreement, Licensee will delete all FCA US Vehicle Information from any electronic media, will destroy all FCA US Vehicle Information that is on other media (such as paper and magnetic media), and will confirm in writing that the foregoing has been done.

5. **Notices.** All notices and other communications required or permitted to be sent under this Agreement must be in writing. Unless otherwise agreed, all notices must be sent by certified mail, return receipt requested, or facsimile with a confirmation copy dispatched contemporaneously either by certified mail, return receipt requested or by courier service. All notices and other communications to each party must be sent to the party at the address beneath that party's name on the signature page of this Agreement and to the attention of the person who executed this Agreement on behalf of that party.

6. **Governing Law, Integration, Modification.** This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Michigan, without regard to its conflict of laws provisions, as if entirely performed in Michigan. This Agreement constitutes the entire agreement between the parties with respect to FCA US Vehicle Information provided to Licensee under this Agreement and supersedes all prior agreements, written or oral, between the parties in this regard. No modification, extension, or waiver of any provision or any release of any right is valid, unless in writing and consented to by each party.

7. **Export Control Laws and Regulations.** Licensee agrees that it will comply with the U.S. Export Administration Laws and Regulations ("EAR") and will not export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, the FCA US Vehicle Information or direct products thereof to any country or entity for which the United States Government or any agency thereof at the time of such activity requires an export license or other governmental approval without first obtaining such license or approval. This compliance obligation survives termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FCA US LLC	LICENSEE
Corporate Patent Office, CIMS 483-02-19 800 Chrysler Drive East Auburn Hills, MI 48326-2757	_____ (Licensee's Company Name) _____ _____
By: _____ Ralph E. Smith Assistant General Counsel Intellectual Property	_____ (Licensee's Address) By: _____ Printed Name: _____ Title: _____ Date: _____
Date: _____ Concur: _____ Brock Wienczewski or Chris Borczon Ram Commercial Vehicle Team	

EXHIBIT 1 – UPFIT PRODUCTS

Instructions for completing Exhibit 1:

Exhibit 1 is to be completed where the Licensee intends to use the CAD data to package make upfit products and sell the upfit products to other upfitters. If the Licensee is making the upfits and does not sell upfit products other than as installed on the upfitted vehicle, Exhibit 1 does not need to be completed.

If the Licensee intends to make upfit products and and sell these upfit products to other upfitters, these upfit products are to be listed below. Other information, such as the CAD data the Licensee is requesting, is not to be listed.

List of Upfit Products that are Licensed Under Section 1 (if none listed, then none):