


Cummins FIRST™ Announcement

Cummins Inc., in an effort to comply with all government emissions regulations, is required to collect and report engine and aftertreatment data. This data also provides us the ability to monitor the performance of our products and drive improvements for our customers. A new application called FIRST™ has been developed to send product data securely back to Cummins Inc. upon user consent of the End User License Agreement listed below. Our INSITE users' participation in this program is greatly appreciated, and will help us to ensure our products continue to be the best in the market.

FIRST™ SOFTWARE TERMS AND CONDITIONS IMPORTANT, READ CAREFULLY.

By clicking "OK," "I Agree" or "I Accept" when prompted you acknowledge that you have reviewed and will be bound by the terms and conditions below (the "Agreement"), which is a binding agreement between you and Cummins, Inc. ("Cummins"). If you do not agree to this Agreement you must "opt out" of, and not use, the Software by not accepting this Agreement.

The purpose of the Software is for Cummins to collect, maintain, process, distribute and use diagnostic, technical, usage, product identification and other information for emissions compliance reporting pursuant to state and federal regulations and for product development. Accordingly, the Software will gather, and transmit to Cummins for use by Cummins as described above, data from the computer on which the Software is installed that relates to services you perform regarding engines manufactured or sold by Cummins. You acknowledge and agree that all data collected by the Software may be transmitted to and stored in the United States. You are fully responsible for  complying with all applicable laws regarding your use of the Software and any data collected or transmitted in connection with the Software, and (ii) obtaining all consents or approvals for the collection and use of data in connection with the Software from any individual whose engines are serviced by you.

You may use the Software solely in connection with the purposes described above and you will not otherwise use, exploit or misuse the Software, including any use of the Software for falsification of, or tampering with, any data or information relating to engines manufactured or sold by Cummins. You will not reverse engineer, translate, disassemble, decompile, or cause or allow discovery of the source code for, any part of the Software or attempt to do so. The Software and all computer data generated with, or through the use of, the Software, and all rights relating to the foregoing are the exclusive property of Cummins and all rights are expressly reserved by Cummins.

THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY AND CUMMINS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SOFTWARE AND ALL USE OF DATA COLLECTED IN CONNECTION WITH THE SOFTWARE. CUMMINS WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE OR FOR ANY ERROR OR DEFECT IN THE SOFTWARE AND IN NO EVENT WILL CUMMINS' LIABILITY TO YOU EXCEED \$1,000.00 (USD).

Cummins may terminate this Agreement at any time and with or without cause and, in such event, all rights granted under this Agreement will immediately terminate and will revert to Cummins and you will cease all use of the Software.

fb.us.8371466.03

